



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
DECEMBER 21, 2021, 5:30 PM**

Pursuant to the provisions of Assembly Bill 361, signed into law by Governor Newsom on September 16, 2021, 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 live streamed on YouTube at <https://www.youtube.com/channel/UC5KuhSrNMNL9nwHJVtnJvA>

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

Topic: City of Porterville - City Council Meeting of December 21, 2021

Please use the following link below to join the webinar:

<https://us06web.zoom.us/j/88319641938?pwd=V2tqalNtRUhqbW9mNlhsZ3pEa3diQT09>

Or via Telephone: **1-669-900-6833** Webinar ID: **883 1964 1938** Passcode: **919662**

Call to Order

Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

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

2 - 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.

3 - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Five (5) cases in which

facts are not yet known to potential plaintiff.

4 - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: One (1) case.

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

Pledge of Allegiance Led by Vice Mayor Flores

Invocation

ORAL COMMUNICATIONS

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

AB 1234 REPORTS

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

1. Tulare County Association of Governments/ Tulare County Transportation Authority (TCAG/TCTA) - December 6, 2021
2. City Employee Luncheon - December 8, 2021
3. Meeting with Senator Hurtado's Office - December 8, 2021
4. Tulare County Regional Transit Agency (TCRTA) Subcommittee - December 13, 2021
5. COVID Ad Hoc Committee - December 14, 2021
6. Tulare County Economic Development Corp. (TCEDC) - December 15, 2021
7. Tulare County Association of Governments (TCAG) Subcommittee - December 15, 2021
8. Tulare County Task Force on Homelessness - December 15, 2021
9. San Joaquin Valley Air Pollution Control District (SJVAPCD) Governing Board - December 16, 2021
10. Porterville Area Development Authority (PADA) - December 17, 2021

REPORTS

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

I. City Commission and Committee Meetings

1. Parks & Leisure Services Commission - December 2, 2021
2. Library & Literacy Commission - December 14, 2021
3. Arts Commission - November 23, 2021
4. Animal Control Commission
5. Youth Commission - December 8, 2021
6. Transactions and Use Tax Oversight Committee (TUTOC) - November 17, 2021

II. Staff Informational Reports

Water Conservation Phase III Status Update - November 2021

CONSENT CALENDAR

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

1. Authorization to Purchase Tools and Equipment for Fire Department Apparatus

Re: Consideration to authorize the purchase of hoses from all All-Start Equipment at a total cost not to exceed \$39,271.14; the purchase of nozzles from Burton's Fore at total cost not to exceed \$27,186.06; and the purchase of tools and equipment from LN Curtis at a total cost not to exceed \$105,358.50.

2. Authorization to Repair Fire Aerial Ladder Truck

Re: Consideration to authorize the repair of a fire aerial ladder truck by Hi-Tech at a cost not to exceed \$12,181.52.

3. Authorization to Advertise for Bids for the Parallel and Connecting Taxiways Rehabilitation Project at the Porterville Municipal Airport

Re: Consideration to authorize staff to advertise for bids on the parallel and connecting taxiways rehabilitation project at the Porterville Municipal Airport.

4. Wholly Local Cannabis Dispensary Request for Proposal

Re: Authorization for staff to distribute a Request for Proposals for Cannabis Operating Permit for a wholly local owned Retail Dispensary.

5. **Bid Results - Animal Shelter**
Re: Consideration to reject the one bid received for the Animal Shelter Project located at 185 N. "D" Street; and authorize staff to re-evaluate the design and the project with the design consultant for future re-bid of the project.
6. **Resolutions Authorizing and Approving Land Purchase Contracts and Easements with United States of America and Tea Pot Dome Water District Affecting APNs 302-100-015, 302-130-028, 302-130-008, 302-130-007, 302-130-019, and 302-130-021**
Re: Consideration to adopt the draft Resolutions for the real property transactions affecting APN's 302-100-015, 302-130-028, 302-130-008, 302-130-007, 302-130-019, and 302-130-021.
7. **Authorize Construction of a Concrete Slab for a Teq One Table in Veterans Park**
Re: Consideration to authorize the construction of a concrete slab and trail connector portion for a Teq One table at Veterans Park in an amount not to exceed \$10,523.70.
8. **Correction to Donated Fire Engine to Porterville College Fire Academy**
Re: Consideration to repeal City Council's action on October 6, 2020, via Minute Order 08-100620; and authorize the donation of Unit 2199, a 2001 HME fire engine, to the Porterville College Fire Academy.
9. **Renewal of Airport Lease Agreement - Lot 30 A1, A2 and A3**
Re: Consideration to approve the extension of the Lease Agreement between the City and Matt Quatacker, Mike Quatacker, and Debbie Quatacker for Lot 30 A1, A2, and A3 at the Porterville Municipal Airport for a term of fifteen (15) years.
10. **Renewal of Airport Lease - Sewer Operating Fund**
Re: Consideration to approve the renewal of the Lease Agreement between the Sewer Operating Fund and the Airport Enterprise Fund.
11. **Renewal of Airport Lease - Sports Complex Parking**
Re: Consideration to approve the renewal of the Lease Agreement between the City of Porterville and the Airport Enterprise Fund for Sports Complex parking area.
12. **Racial and Identity Profiling Act Compliance**
Re: Consideration to authorize staff to negotiate the purchase of seventy (70) licenses from Veritone in the amount of \$7,000.
13. **Amendment to the Pay Rate Schedule for Seasonal and Part-Time Employees**
Re: Considering approval of a Resolution amending the City's Employee Pay and Benefit Plan, Seasonal and Part-Time rates.
14. **Opioid Settlement Resolution**
Re: Considering adoption of a Resolution to authorize all necessary documentation to participate in the national opioid settlements.
15. **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

- 16. Consideration of Minor Conditional Use Permit for Crop Cultivation at Reid Avenue and Lime Street**
Re: Consideration to approve the vector/rodent control plan for the term of the agricultural use; and adopt the draft Resolution approving the minor Conditional Use Permit for commercial crop cultivation located at Reid Avenue and Lime Street.

SCHEDULED MATTERS

- 17. Approval for Community Civic Event - Porterville College - Pirate in a Day - January 12, 2022**
Re: Consideration to approve the Community Civic Event Application and Agreement submitted by the Porterville College to hold Pirate in a Day event at Centennial Park on January 12, 2022 from 9:00 a.m. to 4:00 p.m.
- 18. Status and Review of Proclamation of Local Emergency: COVID-19**
Re: Considering approval of the continuation of the Proclamation of Local Emergency due to COVID-19.

Adjourn to a meeting of the Successor Agency to the Porterville Redevelopment Agency.

**SUCCESSOR AGENCY TO THE
PORTERVILLE REDEVELOPMENT AGENCY AGENDA
291 NORTH MAIN STREET, PORTERVILLE, CA 93257
DECEMBER 21, 2021**

Roll Call: Agency Members/Chairperson

WRITTEN COMMUNICATION

ORAL COMMUNICATIONS

SUCCESSOR AGENCY SCHEDULED MATTERS

- SA-19. Approval of Administrative Budget and Recognized Obligation Payment Schedule for Fiscal Year 2022-2023**
Re: Consideration to adopt the draft Resolution approving the Administrative Budget and the Recognized Obligation Payment Schedule for the fiscal period July 1, 2022 through June 30, 2023; and direct Successor Agency staff to submit ROPS 22-23 to the Countywide

Oversight Board for approval.

Adjourn to a meeting of the Porterville City Council.

ORAL COMMUNICATIONS

OTHER MATTERS

CLOSED SESSION

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

ADJOURNMENT - to the meeting of January 18, 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 – DECEMBER 21, 2021

SUBJECT: Water Conservation Phase III Status Update - November 2021

SOURCE: Public Works

COMMENT: The City has continued to implement an active water conservation approach, both conserving and providing flexibility to the community. The City transitioned from Phase IV to Phase III of the City's Water Conservation Plan as of June 1, 2021, and transitioned from Phase III to Phase IV as of December 1, 2021. The Water Conservation Plan applies to all municipal water users within or outside city limits.

The Phase III plan limits outdoor watering to two days per week, with "odd" addresses allowed watering on Tuesday and Saturday and "even" addresses allowed watering on Wednesday and Sunday. Outdoor watering is prohibited between the hours of 5 a.m. to 10 a.m. and 5 p.m. to 10 p.m., with no watering allowed Monday, Thursday or Friday. Watering of outdoor landscaping is prohibited during and within forty-eight (48) hours after measurable rainfall which is now defined as greater than 0.01 of an inch.

The Phase IV plan limits outdoor watering to one day per week, with "odd" addresses allowed watering on Saturday and "even" addresses allowed watering on Sunday. Outdoor watering is prohibited between the hours of 5 a.m. to 10 a.m. and 5 p.m. to 10 p.m., with no watering allowed Monday through Friday. Watering of outdoor landscaping is prohibited during and within forty-eight (48) hours after measurable rainfall which is now defined as greater than 0.01 of an inch.

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

Water production for November 2021 shows a seventeen percent (17%) decrease from the 5-year average. The monthly production for November 2021 was 216 million gallons which is a 14.89% decrease in comparison to the monthly production for November 2013 of 254 million gallons. Residential consumption for November 2021 was 81.09 gallons per capita per day (GPCD).

Compliance with individual water supplier conservation requirements is based

on cumulative savings. Cumulative tracking means that conservation savings will be added together from one month to the next and compared to the amount of water used during the same months in 2013. City Staff will be evaluating conservation totals in two formats: 1) Calculate the cumulative conservation totals for production as compared to production in 2013; and 2) Calculate cumulative conservation totals in relation to GPCD, in efforts to evaluate population growth impacts on production as compared to 2013. The cumulative total of production for the City of Porterville's conservation efforts will reflect June 2015 through November 2021. Porterville's cumulative total production conservation through November 2021 is 20.02%. The cumulative total of GPCD for the City of Porterville's conservation efforts will reflect June 2015 through November 2021. Porterville's cumulative total GPCD conservation through October 2021 is 24.6%.

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

The State Water Board continues to require monthly reporting to track what agencies are doing and how they perform throughout the year. Proposed permanent regulations will require agency reporting to continue monitoring the performance of urban water conservation with a preparedness to implement conservation standards as necessary. California Governor Gavin Newsom signed into effect Executive Order N-10-21 on July 8, 2021, urging all Californians to voluntarily reduce their water use by fifteen percent (15%) compared to their 2020 levels due to extended excessive drought conditions. Water production for the City system, shows a seventeen percent (17%) decrease from November 2020 to November 2021.

RECOMMENDATION: Information Only

ATTACHMENTS:

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

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



DROUGHT RESPONSE Phase III

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE III

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

Mandatory Odd/Even Watering Schedule

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

■ Odd Address
 ■ Even Address

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

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

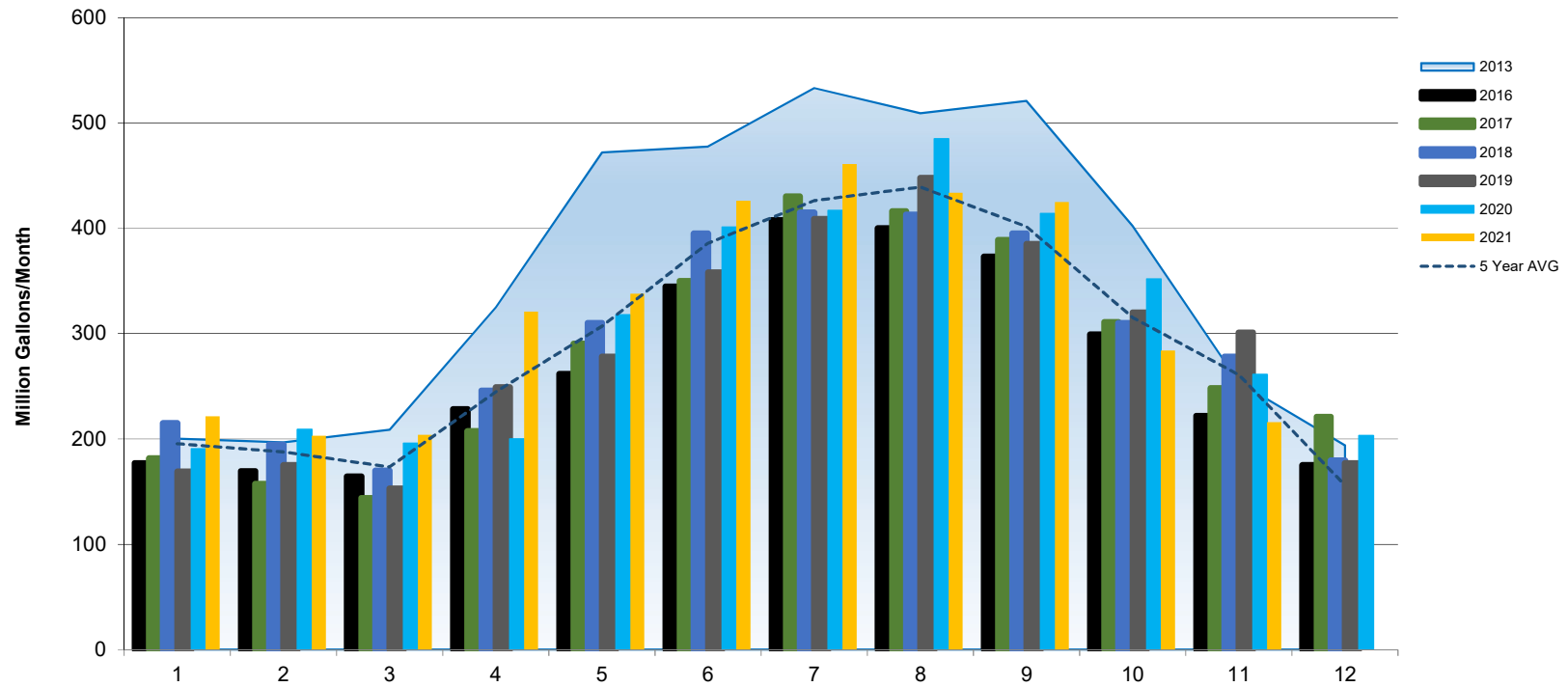
**Vehicles shall only be
washed on designated
watering days and with
hoses equipped with a
shut-off nozzle**

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

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

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

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

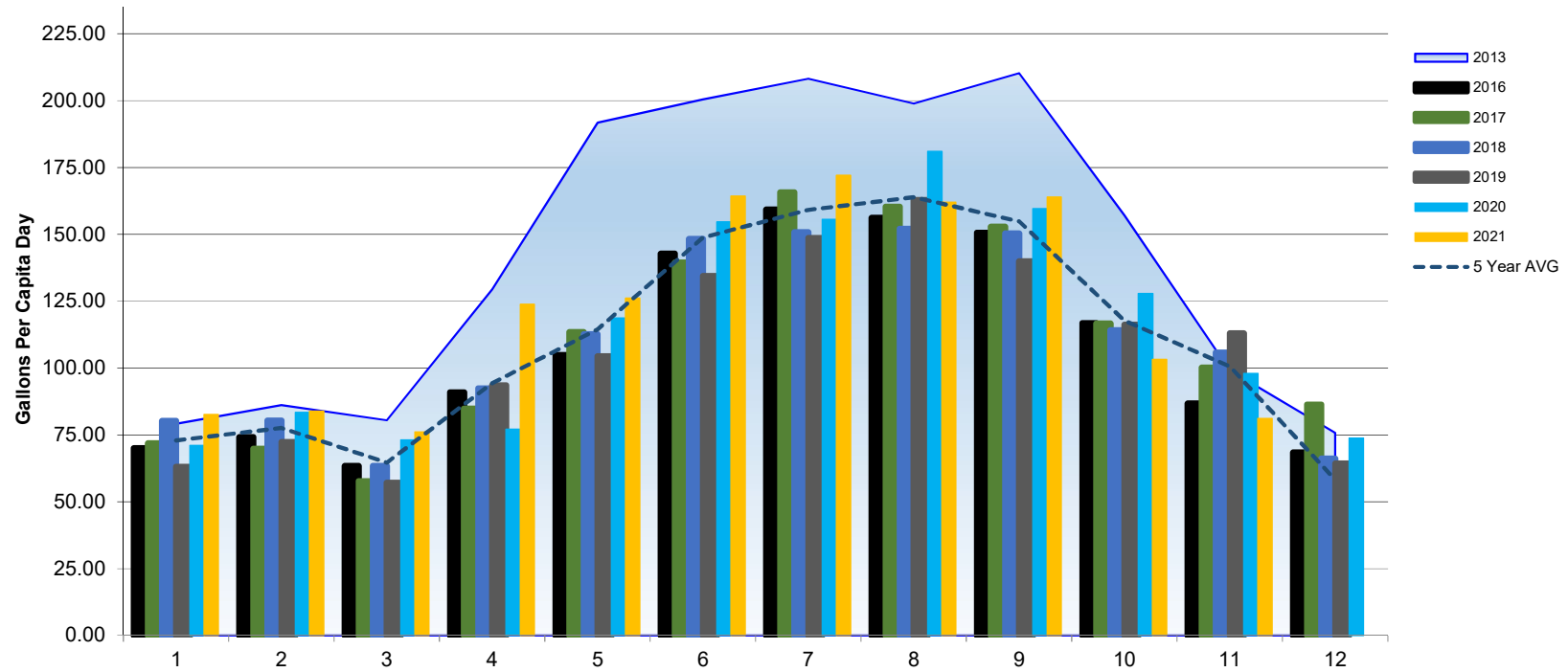


Production Cumulative Total 20.0%

2016	-12%	-14%	-21%	-30%	-45%	-28%	-24%	-21%	-28%	-26%	-13%	-10%
2017	-9%	-20%	-31%	-36%	-38%	-27%	-19%	-18%	-25%	-23%	-2%	14%
2018	1%	-7%	-13%	-29%	-39%	-26%	-25%	-24%	-29%	-27%	7%	-13%
2019	-16%	-11%	-27%	-23%	-41%	-25%	-23%	-12%	-26%	-20%	19%	-9%
2020	-5%	6%	-6%	-38%	-33%	-16%	-22%	-5%	-21%	-13%	3%	5%
2021	11%	3%	-2%	-1%	-28%	-11%	-14%	-15%	-18%	-29%	-15%	

Percent Comparison to 2013 Production

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



GPCD

Cumulative Total 24.6%

	2016	-12%	-14%	-21%	-30%	-45%	-29%	-24%	-21%	-28%	-26%	-13%	-10%
	2017	-9%	-19%	-28%	-34%	-41%	-30%	-20%	-19%	-27%	-26%	1%	14%
	2018	1%	-7%	-21%	-29%	-41%	-26%	-28%	-24%	-29%	-27%	7%	-13%
	2019	-20%	-16%	-29%	-28%	-46%	-33%	-29%	-18%	-33%	-26%	14%	-15%
	2020	-10%	-3%	-9%	-40%	-38%	-23%	-25%	-9%	-24%	-19%	-1%	-3%
	2021	4%	-3%	-5%	-4.4%	-34%	-18%	-17%	-19%	-22%	-34%	-18%	

Percent Comparison to 2013 Production



DROUGHT RESPONSE Phase IV

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE IV

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

Mandatory Odd/Even Watering Schedule

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

- Odd Address
- Even Address
- Outdoor Watering is Prohibited

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

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

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

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

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

**NO WATERING
MONDAY THROUGH
FRIDAY.**



CITY COUNCIL AGENDA – DECEMBER 21, 2021

SUBJECT: Authorization to Purchase Tools and Equipment for Fire Department Apparatus

SOURCE: Fire

COMMENT:

On April 9, 2021, the Library Incident Multi-Agency Serious Accident Review Team (SART), released its investigation report of the catastrophic Porterville Library fire of February 18, 2020, which included twenty-seven (27) Findings and ninety-five (95) Recommendations. The goal of both the City and the Fire Department is to continuously work towards meeting the report findings and recommendations. Item #46, of the Findings and Recommendations, addresses the need for the Department to acquire equipment related to National Fire Protection Association (NFPA) Standard 1407 and large area search. Item #64, of the Findings and Recommendations, outlines the need to adopt NFPA standard 1410, which recommends a minimum of three hundred (300) gallons per minute (GPM) shared between the first two hose-lines, as well as meeting required fire flows for pre-plans and target hazards located throughout the city. Item #66, of the Findings and Recommendations, covers the need for the Department to evaluate current hose and nozzle standards and compare to industry standards.

In order to meet the intent of these SART Findings and Recommendations, the Department will need to replace, and in some cases, purchase supplemental tools and equipment for all apparatus within the Department's fleet. As the city is relatively removed from other jurisdictions and population centers that provide mutual aid response, the Department needs to consider its operational readiness in terms of how quickly and efficiently apparatus and equipment can be used without support beyond those personnel already on duty. The proposed addition of certain types of equipment will improve the Department's ability to have off-duty members provide coverage to the city during large incidents, while also having properly equipped apparatus that meets SART recommendations.

Over the past several months, members of the Department have worked to identify which tools and equipment would meet the intent of the Findings and Recommendations and also align with industry standards and best practices. Based on this analysis, staff recommends purchase of new nozzles, replacement of hose-lines, and purchase of equipment as needed for the reserve engines of the fleet. Staff has requested quotes from multiple vendors to provide the equipment, except for the hose-lines, which are only available from a single vendor (All-Star Fire Equipment). The quotes are as follows (all amounts include tax and shipping):

Item No. 1.

Hose

All-Star Fire Equipment: \$35,701.04

Nozzles

All-Star Equipment: \$30,144.10

Burton's Fire: \$24,714.60

Fire Etc.: \$49,325.80

Tools & Equipment for Reserve Engine 2191

LN Curtis: \$46,733.68

All-Star Equipment: Non-responsive

Cascade Fire Equipment: Non-responsive

Tools & Equipment for Reserve Engine 2194

LN Curtis: \$49,046.77

All-Star Equipment: Non-responsive

Cascade Fire Equipment: Non-responsive

Staff recommends approving purchase of the items as outlined above. While staff will make every effort to coordinate the purchase as quickly as possible with approval, given the current market fluctuations, staff requests authority from the City Council to accommodate a ten percent (10%) contingency if needed to proceed with the necessary purchase. This has the potential to increase the overall purchase from (total of all lowest bids for everything) to (total +10%). Funds are available for these purchases in the Fire Department Equipment Replacement fund.

RECOMMENDATION: That the City Council:

1. Authorize purchase of hoses from All-Star Equipment at a total cost not to exceed \$39,271.14;
2. Authorize purchase of nozzles from Burton's Fire at a total cost not to exceed \$27,186.06; and
3. Authorize purchase of tools and equipment from LN Curtis at a total cost not to exceed \$105,358.50.

ATTACHMENTS:

1. Fire Hose Quotes
2. Fire Nozzle Quotes
3. E271 (2191) Quotes
4. E371 (2194) Quotes

Appropriated/Funded:

Review By:

Department Director:

Bryan Cogburn, Battalion Chief

Final Approver: John Lollis, City Manager

ALLSTAR FIRE EQUIPMENT, INC

SALES QUOTE

12328 Lower Azusa Road
Arcadia, California 91006
Phone (626) 652-0900
Fax: (626) 652-0919

Date: November 15, 2021

To: Porterville FD

Attn: B/C Aaron Brunell

Fax:

Per your request, we are pleased to quote on the following:

QTY	UNIT	DESCRIPTION	PRICE	EXTENSION
122	ea	Key Hose DP17-100S Combat SNIPER DJ Attack Fire Hose - 1 3/4" x 50' Coupled 1 1/2" NST Aluminum	\$214.15	\$26,126.30
32	ea	Key Hose DP25-TRU TRU ID Fire Attack Hose DJ Rubber Lined - 2 1/2" x 50' Coupled 2 1/2" NST Aluminum	\$204.75	\$6,552.00
		Terms: Net 30 FOB: Destination - Freight Paid Delivery: 14-16 Weeks		
			Subtotal	\$32,678.30
			9.25%	\$3,022.74
Quoted By: _____			TOTAL	\$35,701.04

John Sprengelmeyer - Inside Sales

KFH Industries
2969 Columbia Highway, Dothan Ala 36303
800.447.5666
mlighthill@keyhose.com
www.keyhose.com



MARCH 26, 2020

Key Hose Distribution
Reference: Sole Source Letter

To whom it may concern;

Please be advised that Allstar Fire Equipment is the sole source municipal equipment fire hose distributor warranty center for all Key Hose products for the state of California. If you have any questions, feel free to contact me directly.

A handwritten signature in dark ink, appearing to read "Mark Lighthill", is written over a light gray circular background.

Mark Lighthill
V.P. National Sales KFH Industries
mlighthill@keyhose.com
800 447-5666 Office

ALLSTAR FIRE EQUIPMENT, INC

SALES QUOTE

12328 Lower Azusa Road
Arcadia, California 91006
Phone (626) 652-0900
Fax: (626) 652-0919

Date: November 16, 2021

To: Porterville FD

Attn: B/C Aaron Brunelle

Fax:

Per your request, we are pleased to quote on the following:

QTY	UNIT	DESCRIPTION	PRICE	EXTENSION
39	ea	Elkhart 0033XD0F-010100010A Alum XD Series Shutoff - 1 1/2" NSF x 1 1/2" NSM - Less Pistol Grip Custom Laser Etching	\$356.90	\$13,919.10
10	ea	Elkhart 0069XD0F-010100010A Alum XD Series Shutoff - 2 1/2" NSF x 1 1/2" NSM - Less Pistol Grip Custom Laser Etching	\$467.35	\$4,673.50
32	ea	Elkhart 66755007 Alum XD Series Short Barrel Smooth Bore Nozzle - 1 1/2" NST with 7/8" Orifice	\$111.80	\$3,577.60
7	ea	Elkhart 04XD0171 Alum XD Series CHIEF Nozzle Tip - Orange Bumper - Spinning Teeth - 1 1/2" NST 160 gpm @ 50 psi	\$456.30	\$3,194.10
7	ea	Elkhart 00665007 Alum XD Series INDY Dual Stacked Tips - 1 1/2" NST Base with 1 1/8" and 1 1/4" Orifices	\$218.40	\$1,528.80
5	ea	Elkhart 66766007 Alum XD Series Long Barrel Smooth Bore Nozzle - 1 1/2" NST with 1 1/8" Orifice	\$139.75	\$698.75

		Terms: Net 30 FOB: Destination - Freight Paid Delivery: 10-12 Weeks		
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				Subtotal	\$27,591.85
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				9.25%	\$2,552.25
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Quoted By: _____

John Sprengelmeyer - Inside Sales

				TOTAL	\$30,144.10
--	--	--	--	-------	-------------



Burton's Fire, Inc.
 1301 Doker Dr., Modesto, CA 95351
 PARTS DEPT: 209-846-7400
 OFFICE/SHOP: 209-544-3161
 FAX: 209-544-1109
 WWW.BURTONSFIRE.COM

Estimate E 5404
 Date //
 Date Open 11/16/2021

Page: 1 of 1

Sold To : 100-1303

Ship To : 2 -

Porterville Fd, City Of
 291 N. Main St
 555 N Prospect
 Porterville Ca 93257

City Of Porterville
 40 WEST CLEVELAND AVE
 Porerville Ca 93257

Approved By V

Written By Soyler		Terms CHG		Time 09:38:19	Customer Po # Verbal		Phone		Ship Via None		Tracking #		
Unit #		Plate #	Year	Make		Model		Mileage/Hrs 0/0.0		VIN			Engine

Qty	Description	List Price	Price	Amount
39.00	ELK0033XDOF-01000010 XD NOZZLE	571.880	311.930	12165.27
			SubTotal	12165.27
10.00	ELKJ0069XD0F-01010001 XD SHUT OFF	748.960	408.520	4085.20
32.00	ELK66755007 188-XD LONG BARREL	195.000	97.730	3127.36
7.000	ELK04XD0171 NOZZLE TIP	731.250	398.860	2792.02
7.000	ELK0065007 INDY DUAL STACK	350.000	190.910	1336.37
5.000	ELK66766007 XD LONG BARRELNOZZLE	223.960	122.160	610.80
			SubTotal	11951.75
1.000	BFAMATERIAL HANDLING	746.980	597.580	597.58
	PRICES GOOD UNTIL 11/30/2021		SubTotal	597.58

ALL RETURN ITEMS MUST BE ACCOMPANIED BY THE ORIGINAL INVOICE
 SPECIAL ORDERS ARE SUBJECT TO RESTOCKING FEE OF 20%
 NO RETURNS ON ELECTRICAL COMPONENTS
 Resale# SRKHE 100-536806
 Fed-ID# 20-1972133 DUNS# 626635031 CAGE# 1QKX8

FREIGHT IS NON TAXABLE
 MILMILEAGE, LODTRAVEL, AND GEO DIESEL ARE NON TAXABLE

This invoice is due in 30 days. Verify your sales tax.
 Thank you for your business. Come back again

Parts..... 24714.60

Sub Total 24714.60
 Tax..... 2038.95

Authorized By _____

TOTAL 26753.55



2190 Main Street * San Diego, CA 92113-2218
(619) 525-7286 * Fax (619) 525-7288
www.fire-etc.com * sales@fire-etc.com

Sales Order #35835

Date: 11/16/2021

Sales Rep: Steve

QUOTE

Bill To: Porterville Fire Department
Porterville
40 W Cleveland Ave
Porterville, CA 93257

Ship To: Porterville Fire Department
Porterville
40 W Cleveland Ave
Porterville, CA 93257

Qty	Item #	Description 2	Part Number	Attribute	Size	Price	Ext Price
39	38755	1.5" XD Shutoff Ball Shut Off Valve 1.5" Swivel Black	0033XD0F-0101		1.5	\$617.00	\$24,063.00
10	38059	0069XD0F Shutoff XD Elkhart 2.5 Shutoff 2.5 x 1.5 Shut off XD 1 3/8 water way	0069XD0F ShutAL		2.5 x 1.5	\$787.00	\$7,870.00
32	2863	66755007 Description : 000187XD-0102 ELKHART NOZZLES SMOOTH BORE 187-XD Smooth Bore short barrel inlet tread 1.5" FNH outlet size 7/8" Bumper colour - Orange	66755007			\$172.00	\$5,504.00
7	33209	XD Nozzle Tip 1.5" w/ Orange Bumper	04XD0171	Orange	1.5"	\$702.00	\$4,914.00
7	5319	Indy Stack ST-185-XD-IFD 1.5FNH 1-1/8 & 1-1/4" bore				\$336.00	\$2,352.00
5	5320	188-XD 1.5FNH 1-1/8" bore Elk-0-Lite PN# 66766007	66766007			\$215.00	\$1,075.00

Subtotal: \$45,778.00
Local Sales Tax 7.75 % Tax: + \$3,547.80
TOTAL: \$49,325.80

Certified Small Business
Veteran Owned and Employed

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



Pacific North Division
6723 Sierra Court, Suite C
Dublin, CA 94568
www.LNCurtis.com
Quotation No. 200914

Quotation

CUSTOMER:

Porterville City Fire
Department
291 North Main Street
Porterville CA 93257

SHIP TO:

Porterville City Fire Department
Attn: B.C. Brunelle
40 West Cleveland Avenue
Porterville CA 93257

QUOTATION NO.

200914

ISSUED DATE

09/07/2021

EXPIRATION DATE

12/15/2021

SALESPERSON

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

CUSTOMER SERVICE REP

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

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
Engine 271-2191	B.C. Brunelle	C36150	Net 30	FR

F.O.B.	SHIP VIA	DELIVERY REQ. BY
SP	Standard Shipping	

NOTES & DISCLAIMERS

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	EA	RH-6 FIRE HOOKS	6' Steel New York Roof Hook With Standard Chisel End	\$115.00	\$115.00
2	1	EA	14VSC1214GR GOS	14V 12'X14' Green 14oz Vinyl Salv Cover	\$145.66	\$145.66
3	1	EA	14VSC1214R GOS	14V 12'X14' Red 14oz Vinyl Salv Cover	\$145.66	\$145.66
4	1	EA	14VSC1214Y GOS	14V 12'X14' Yel 14oz Vinyl Salv Cover	\$145.66	\$145.66
5	2	EA	10CHR318ODG GOS	10C 3'X18' O.D. Green 10oz Canv Hall Runner	\$49.57	\$99.14

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 6723 Sierra Court, Suite C
 Dublin, CA 94568
www.LNCurtis.com
 Quotation No. 200914

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
6	1	EA	TV406606A TMPST	375K Ventmaster Cutoff Saw With 14" All Cut Rescue Diamond Blade, No Depth Gauge	\$1,761.00	\$1,761.00
7	1	EA	TV406101 TMPST	14" Ventmstr All-Cut Rescue Diamond Blade	\$302.00	\$302.00
8	1	EA	ELZ-K1 GRACE	Landing Zone Kit Consisting Of: 4ea. Red Led Flare Lights 1ea. Blue Led Flare Light 2ea. Glow Baton Marshalling Wands 7ea. Heavy Duty Rubber Stand-Up Bases 1ea. Nylon Tote Bag 1ea. Landing Zone Set-Up Instructions	\$349.00	\$349.00
9	150	FT	293018 CMC	8mm gre rescue prusik / lrh cord ft (2) - 75' Lengths	\$0.70	\$105.00
10	2	EA	430101 CMC	Orange #1 rope bag. * Capacity = 50 - 120' 1/2" Rope	\$53.10	\$106.20
11	2	EA	PETZL CUSTOM	As Below: #M073AA01 Vulcan Black Carabiner with Screw lock, NFPA	\$28.50	\$57.00
12	1	EA	294044 CMC	16x10" ultra pro 4 edge protector	\$126.00	\$126.00
13	4	EA	187II15X100YFN NAFH	1.5X100' Cpld 1.5Nh Yel 187 Spec Type II SJ Hose	\$143.00	\$572.00

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CURTIS

TOOLS FOR HEROES

Pacific North Division
 6723 Sierra Court, Suite C
 Dublin, CA 94568
www.LNCurtis.com
 Quotation No. 200914

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
14	1	EA	DEWALT CUSTOM	As Below: #115-DCS380P1 20V MAX LITHIUM ION RECIPROCATING SAW KIT	\$329.00	\$329.00
15	1	EA	10902 CFE	1 1/2" Female Nh 20-60 Gpm Nozzle Ranger Plus	\$193.00	\$193.00
16	1	EA	40711 CFE	1.5NH Ball Shutoff	\$231.00	\$231.00
17	1	EA	272788000 HURST	S788E2 eDraulic cutter package, consisting of: 1 - S788E2 cutter 1 - 110V charger 2 - Exl batteries	\$10,665.00	\$10,665.00
18	1	EA	271555000 HURST	SP555E2 eDraulic 2 28" spreader package - consisting of: 1 - SP555E2 spreader 1 - 110V charger 2 - Exl batteries	\$11,776.50	\$11,776.50
19	1	EA	274085000 HURST	R421E eDraulic 2 ram package - consisting of: 1 - R421E2 ram 1 - 110V charger 2 - EXL batteries	\$8,244.00	\$8,244.00
20	1	EA	272085412 HURST	110v power supply adapter plug F/ eDraulic 2	\$684.00	\$684.00

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CURTIS

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www.LNCurtis.com
 Quotation No. 200914

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
21	4	EA	A1159 RIT	Chicago Style Tag Line 25' W/Snap Hook	\$101.00	\$404.00
22	1	EA	OTK-16 FIRE HOOKS	A-Tool Officers Tool Kit	\$77.00	\$77.00
23	1	EA	NORTH AMERICAN FIRE HOSE CUSTOM	as below: #PT30x20YEN -3"X20' / Coupled 2.5"NH (MXF) (1) - 20' Length	\$171.00	\$171.00
24	5	EA	100623 HSP	18" 3# Orange Traffic Cone With Black Base	\$9.00	\$45.00
25	1	EA	CH-312 FIRE HOOKS	Water Can / Extinguisher Harness Carrying System	\$47.00	\$47.00
26	1	EA	NORTH AMERICAN FIRE HOSE CUSTOM	as below: #PT4X20Y4EN Poly Tuff Double Jacket Hose 4" X 20' Coupled 4" NH (Male x Female)	\$280.00	\$280.00
27	1	EA	TV425052 TMPST	20" Cobalt Guide Bar F/ Stihl	\$255.00	\$255.00
28	1	EA	TV430003 TMPST	Rim Sprocket- 7-Tooth- .404	\$15.00	\$15.00
29	1	EA	910-1827 TMPST	VS-1.2 18" Deluxe Battery Powered Blower with: * 2ea. Batteries, 1ea. Charger	\$5,331.00	\$5,331.00

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Pacific North Division
6723 Sierra Court, Suite C
Dublin, CA 94568
www.LNCurtis.com
Quotation No. 200914

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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Small Business
CAGE Code: 5E720
DUNS Number: 009224163
SIC Code: 5099
Federal Tax ID: 94-1214350

This pricing remains firm until 12/15/2021. Contact us for updated pricing after this date.

Due to market volatility and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

Subtotal	\$42,776.82
Tax Total	\$3,956.86
Transportation*	\$0.00

*(to be added when order ships)

Total	\$46,733.68
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[View Terms of Sale and Return Policy](#)



CASCADE FIRE
EQUIPMENT COMPANY

P.O. BOX 4248 • MEDFORD, OREGON 97501
(800) 654-7049 • (541) 779-0394 • Fax (541) 779-8847
sales@cascadefire.com • www.cascadefire.com

QUOTE

ACCOUNT 0001373

SHIP TO PORTERVILLE, CITY OF
FINANCE DEPARTMENT
PORTERVILLE CA

DATE	QUOTE NO.	SALESPERSON	TAKEN BY	PAY TYPE
11/16/21	111296	3	Todd	Net 30

LINE	QTY	UNIT	PROD	DESCRIPTION	UNIT PRICE	EXT PRICE
1	2	EA	10902	NOZZLE, RANGER 1½" NH	85.00	170.00
2	1	EA	HTV-12X14-GREEN	SALVAGE COVER GREEN 12' X 14' 22 OZ	170.00	170.00
3	1	EA	HTV-12X14-RED	SALVAGE COVER RED 12' X 14' 22 OZ	170.00	170.00
4	2	EA	HR3X18	HALL RUNNER 3' X 18' RED 18OZ	81.00	162.00

TOTAL FREIGHT	TOTAL TAX	TOTAL
0.00	62.16	734.16

NO BID ON RESCUE TOOLS WE CARRY AMKUS

VALID FOR 30 DAYS



Sales Quote

12328 Lower Azusa Road
Arcadia, California 91006
Phone 626-652-0900 Fax 626-652-0920

November 16, 2021

To: Porterville FD
Attn: Aaron Brunelle
E-Mail: abrunelle@ci.porterville.ca.us

Quote Valid Until 12-31-21

Per your request, we are pleased to quote on the following.

Qty		Unit	Description	Price	Extension
			<u>REF: Engine 271-2191</u>		
1		Ea	Fire Hooks - p/n RH-6 / 6' New York Roof Hook with Chisel End	\$135.00	\$135.00
1		Ea	Gosport - p/n CVS14 / 14oz Vinyl Salvage Cover 12' x 14' in Green	\$153.30	\$153.30
1		Ea	Gosport - p/n CVS14 / 14oz Vinyl Salvage Cover 12' x 14' in Red	\$153.30	\$153.30
1		Ea	Gosport - p/n CVS14 / 14oz Vinyl Salvage Cover 12' x 14' in Yellow	\$153.30	\$153.30
2		Ea	Gosport - p/n WC10 / 10oz Canvas Hall Runner 3' x 18' in O.D. Green	\$43.20	\$86.40
1		Ea	Tempest - p/n TV406-606A / Cutoff Saw 375K No Depth Gauge with All Cut Rescue Diamond Blade	\$1,885.00	\$1,885.00
1		Ea	Tempest - p/n TV406-101 / All Cut Rescue Diamond Blade	\$338.80	\$338.80
1		Ea	Grace - p/n ELZ-K1 / Landing Zone Kit	\$497.50	\$497.50
150		Ft	CMC - p/n 293018 / 8mm Prusik Cord, Green, Cut to 75ft	\$0.68	\$102.00
2		Ea	CMC - p/n 430101 / Orange #1 Rope Bag	\$50.40	\$100.80
2		Ea	Petzl M073AA01 Black Carabiner	NO BID	NO BID
1		Ea	CMC - p/n 294044 / 16x10" Ultra Pro 4 Edge Protector	\$119.60	\$119.60
4		Ea	Key Hose - p/n FF15-600PU / 5100-187 Type II Forestry Hose, 1.5" Yellow, with Couplings, 100ft Length	\$144.80	\$579.20

1	Ea	Dewalt - p/n DCS367P1 / Cordless Reciprocating Saw Kit, 20V, 5.0Ah	\$415.35	\$415.35
1	Ea	C&S - p/n 1560/20 / 1.5" 20 to 60 GPM Nozzle Tip - Twist Shut Off	\$104.70	\$104.70
1	Ea	C&S - p/n SBV15SS / 1.5" F. Swivel X 1.5" M. Ball Valve with composite bail handle (WITHOUT PISTOL GRIP)	\$110.00	\$110.00
1	Ea	Hurst - S788E2 Cutter Package	NO BID	NO BID
1	Ea	Hurst - SP555E2 Spreader Package	NO BID	NO BID
1	Ea	Hurst - R421E Ram Package	NO BID	NO BID
1	Ea	Hurst - 100V Power Supply Adapter Plug	NO BID	NO BID
4	Ea	A11159 RIT / Chicago Style Tag Line	NO BID	NO BID
1	Ea	Fire Hooks - p/n OTK-16 / A-Tool Officers Tool Kit	\$90.00	\$90.00
1	Ea	Key Hose - p/n DP25-800-ECO / ECO-10 Double Jacket Attack Hose, 2.5" Yellow, with Couplings, 20ft Length	\$164.95	\$164.95
1	Ea	Fire Hooks - p/n CH-312 / WATER CAN HARNESS EXTINGUISHER CARRYING SYSTEM	\$60.00	\$60.00
1	Ea	Key Hose - p/n DP40-600 / HY Flow Double Jacket Fire Hose, 4" Yellow, with Couplings, 20ft Length	\$291.55	\$291.55
1	Ea	Tempest - p/n V425-052 / Cobalt Guide Bar for Stihl	\$284.60	\$284.60
1	Ea	Tempest - p/n TV430003 / Rim Sprocket 7 Tooth .404	\$13.90	\$13.90
1	Ea	Tempest - p/n 910-1827 / VS-1.2 Deluxe - 2 Batteries, 1 Charger	\$5,868.00	\$5,868.00
Terms:		Net 30		
FOB:		Factory - Freight to be Added		
Delivery:		10-12 Weeks to Complete		
			Subtotal	\$11,707.25
			9.250%	\$1,082.92
Kyle Sumner kyles@allstarfire.com			Total	\$12,790.17

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



Pacific North Division
 6723 Sierra Court, Suite C
 Dublin, CA 94568
www.LNCurtis.com
 Quotation No. 200915

Quotation

CUSTOMER:

Porterville City Fire
 Department
 291 North Main Street
 Porterville CA 93257

SHIP TO:

Attn: B.C. Brunelle
 Porterville City Fire Department
 40 West Cleveland Avenue
 Porterville CA 93257

QUOTATION NO.

200915

ISSUED DATE

09/07/2021

EXPIRATION DATE

12/15/2021

SALESPERSON

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

CUSTOMER SERVICE REP

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

REQUISITION NO.

Engine 371-2194

REQUESTING PARTY

B.C. Brunelle

CUSTOMER NO.

C36150

TERMS

Net 30

OFFER CLASS

FR

F.O.B.

SP

SHIP VIA

Standard Shipping

DELIVERY REQ. BY

NOTES & DISCLAIMERS

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	EA	272788000 HURST	S788E2 eDraulic cutter package, consisting of: 1 - S788E2 cutter 1 - 110V charger 2 - Exl batteries	\$10,665.00	\$10,665.00
2	1	EA	271555000 HURST	SP555E2 eDraulic 2 28" spreader package - consisting of: 1 - SP555E2 spreader 1 - 110V charger 2 - Exl batteries	\$11,776.50	\$11,776.50
3	1	EA	274085000 HURST	R421E eDraulic 2 ram package - consisting of: 1 - R421E2 ram 1 - 110V charger 2 - EXL batteries	\$8,244.00	\$8,244.00

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CURTIS

TOOLS FOR HEROES

Pacific North Division
 6723 Sierra Court, Suite C
 Dublin, CA 94568
www.LNCurtis.com
 Quotation No. 200915

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
4	1	EA	272085412 HURST	110v power supply adapter plug F/ eDraulic 2	\$684.00	\$684.00
5	1	EA	S54RL50S40N	S54RL 5STZ X 4NH FRL Storz to Swivel Female Adapter	\$192.75	\$192.75
6	1	RL	BT273X1000 HARRIS	3"X1000' 4MIL Barricade Tape, Black Lettering On Yellow Background Reading: Fire Line Do Not Cross	\$13.00	\$13.00
7	2	EA	10902 CFE	1 1/2" Female NH 20-60 GPM Nozzle Ranger Plus	\$193.00	\$386.00
8	2	EA	40711 CFE	1.5NH Ball Shutoff	\$231.00	\$462.00
9	1	EA	500AN4 DIXON	.75GHT 4" Brass Twist Mop-Up Nozzle, Imported, BN104	\$8.50	\$8.50
10	3	EA	FF1S TIMBERLINE	Firefighters Shut-Off Clamp For Single-Jacket Synthetic And Canvas Hose Up To 1-3/4" Diameter	\$270.00	\$810.00
11	2	EA	HP-2500-BK WOLFPACK	Wildland Progressive Hose Pack, Holds Two Each 1" or 1.5" x 100' Hose Lengths	\$151.90	\$303.80
12	1	EA	DC68ODG GOS	12C 6'X8' 12oz Canv Debris Carrier	\$97.00	\$97.00

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www.LNCurtis.com
 Quotation No. 200915

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
13	1	EA	A411 AMEREX	20# Abc Extinguisher	\$118.00	\$118.00
14	1	EA	810 AMEREX	H.D. Vehicle Brkt F/ 7" Dia Cyl	\$43.00	\$43.00
15	1	EA	LB-30 LEATHERHEAD TOOLS	30" Forged Halligan Bar	\$215.00	\$215.00
16	1	EA	32955 STECK	Bigeasy 'Glo' Lock Out Tool Kit With Easy Wedge.	\$57.00	\$57.00
17	1	EA	35041 NUPLA	SPDH-4 4' Super Duty Pike Pole, I-Beam, With Super Duty Pike Pole, I-Beam, With Alum D-Handle On Same Plane	\$85.00	\$85.00
18	2	EA	291275 CMC	75' Orange Pack Cloth SRT Throwline Bag Set	\$115.20	\$230.40
19	2	EA	10CHR318ODG GOS	10C 3'X18' O.D. Green 10oz Canv Hall Runner	\$49.57	\$99.14
20	1	EA	14VSC1214GR GOS	14V 12'X14' Green 14oz Vinyl Salv Cover	\$145.66	\$145.66
21	1	EA	14VSC1214R GOS	14V 12'X14' Red 14oz Vinyl Salv Cover	\$145.66	\$145.66
22	1	EA	14VSC1214Y GOS	14V 12'X14' Yel 14oz Vinyl Salv Cover	\$145.66	\$145.66

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www.LNCurtis.com
 Quotation No. 200915

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
23	1	EA	TV406606A TMPST	375K Ventmaster Cutoff Saw With 14" All Cut Rescue Diamond Blade, No Depth Gauge	\$1,761.00	\$1,761.00
24	1	EA	TV406101 TMPST	14" Ventmstr All-Cut Rescue Diamond Blade	\$302.00	\$302.00
25	1	EA	KT K-TOOL	K-Tool Kit, Includes: * K-Tool * Leather Pouch * Set of Key Tools * Operations Manual	\$153.00	\$153.00
26	1	EA	OTK-16 FIRE HOOKS	A-Tool Officers Tool Kit	\$75.00	\$75.00
27	1	EA	NORTH AMERICAN FIRE HOSE CUSTOM	as below: #PT30x20YEN -3"X20' / Coupled 2.5"NH (MXF) (1) - 20' Length	\$171.00	\$171.00
28	1	EA	NORTH AMERICAN FIRE HOSE CUSTOM	as below: #PT4X20Y4EN Poly Tuff Double Jacket Hose 4" X 20' Coupled 4" NH (Male x Female) (1) - 20' Length	\$280.00	\$280.00
29	1	EA	DEWALT CUSTOM	As Below: #115-DCS380P1 20V MAX LITHIUM ION RECIPROCATING SAW KIT	\$329.00	\$329.00

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 Quotation No. 200915

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
30	5	EA	100623 HSP	18" 3# Orange Traffic Cone With Black Base	\$9.00	\$45.00
31	1	EA	CH-312 FIRE HOOKS	Water Can / Extinguisher Harness Carrying System	\$47.00	\$47.00
32	1	ST	SRK-L2 RESCUE 42	Large collapsible step chock set includes: 2 - 16" collapsible step chocks	\$799.00	\$799.00
33	4	EA	A1159 RIT	Chicago Style Tag Line 25' W/Snap Hook	\$101.00	\$404.00
34	1	EA	TV425052 TMPST	20" Cobalt Guide Bar F/ Stihl	\$255.00	\$255.00
35	1	EA	TV430003 TMPST	Rim Sprocket- 7-Tooth- .404	\$15.00	\$15.00
36	1	EA	910-1827 TMPST	VS-1.2 18" Deluxe Battery Powered Blower with: * 2ea. Batteries, 1ea. Charger	\$5,331.00	\$5,331.00

Small Business
 CAGE Code: 5E720
 DUNS Number: 009224163
 SIC Code: 5099
 Federal Tax ID: 94-1214350

This pricing remains firm until 12/15/2021. Contact us for updated pricing after this date.

Due to market volatility and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

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



Pacific North Division
6723 Sierra Court, Suite C
Dublin, CA 94568
www.LNCurtis.com
Quotation No. 200915

Subtotal	\$44,894.07
Tax Total	\$4,152.70
Transportation*	\$0.00
*(to be added when order ships)	
Total	\$49,046.77

[View Terms of Sale and Return Policy](#)



Sales Quote

12328 Lower Azusa Road
Arcadia, California 91006
Phone 626-652-0900 Fax 626-652-0920

November 16, 2021

To: Porterville FD
Attn: Aaron Brunelle
E-Mail: abrunelle@ci.porterville.ca.us

Quote Valid Until 12-31-21

Per your request, we are pleased to quote on the following.

Qty		Unit	Description	Price	Extension
			<u>REF: Engine 371-2194</u>		
1		Ea	Hurst - S788E2 Cutter Package	NO BID	NO BID
1		Ea	Hurst - SP555E2 Spreader Package	NO BID	NO BID
1		Ea	Hurst - R421E Ram Package	NO BID	NO BID
1		Ea	Hurst - 100V Power Supply Adapter Plug	NO BID	NO BID
1		Ea	Action - p/n AAS154RL / 5' Storz x 4" NHF Rocker Lug Storz Reducer	\$200.00	\$200.00
1		Ea	Harris - p/n BT-27 / Barricade Tape "Fire Line Do Not Cross"	\$18.00	\$18.00
2		Ea	C&S - p/n 1560/20 / 1.5" 20 to 60 GPM Nozzle Tip - Twist Shut Off	\$104.70	\$209.40
2		Ea	C&S - p/n SBV15SS / 1.5" F. Swivel X 1.5" M. Ball Valve with composite bail handle (WITHOUT PISTOL GRIP)	\$146.70	\$293.40
1		Ea	S&H - p/n NZ-MOP / 3/4 NH (GHT) BRASS GARDEN HOSE MOP-UP NOZZLE	\$28.85	\$28.85
3		Ea	Timberline - p/n FF1S / Shut-Off Clamp for Single-Jacket and Canvas Hose up to 1 3/4" in Diameter	\$254.15	\$762.45
2		Ea	Wolfpack - p/n HP-2500-BK / Wildland Progressive Hose Pack (2-100 Foot Rolls)	\$139.10	\$278.20
1		Ea	Gosport - p/n CCS12 / 12 oz Canvas Debris Carrier 6' x 8' with handles	\$94.70	\$94.70
1		Ea	Amerex - p/n 11213 / 20# Abc Extinguisher	\$167.45	\$167.45

1	Ea	Amerex - p/n 12933 / H.D. Vehicle Bracket for 7" Dia Cyl	\$54.80	\$54.80
1	Ea	Fire Hooks - p/n PB-30 / PRO BAR 30" Halligan Bar	\$225.00	\$225.00
1	Ea	Steck - p/n 32955 / BigEasy "GLO" LOCKOUT TOOLS KIT w/ Easy Wedge	\$59.95	\$59.95
1	Ea	Nupla - p/n 35041 / 4' Pike Pole, Super Duty Classic I-Beam, Aluminum D-grip	\$100.55	\$100.55
2	Ea	CMC - p/n 291275 / THROW BAG SET, SRT 75' PC	\$109.30	\$218.60
2	Ea	Gosport - p/n WC10 / 10oz Canvas Hall Runner 3' x 18' in O.D. Green	\$52.50	\$105.00
1	Ea	Gosport - p/n CVS14 / 14oz Vinyl Salvage Cover 12' x 14' in Green	\$153.30	\$153.30
1	Ea	Gosport - p/n CVS14 / 14oz Vinyl Salvage Cover 12' x 14' in Red	\$153.30	\$153.30
1	Ea	Gosport - p/n CVS14 / 14oz Vinyl Salvage Cover 12' x 14' in Yellow	\$153.30	\$153.30
1	Ea	Tempest - p/n TV406-606A / Cutoff Saw 375K No Depth Gauge with All Cut Rescue Diamond Blade	\$1,885.00	\$1,885.00
1	Ea	Tempest - p/n TV406-101 / All Cut Rescue Diamond Blade	\$338.80	\$338.80
1	Ea	Fire Hooks - p/n KTKIT / K-Tool Kit	\$180.00	\$180.00
1	Ea	Fire Hooks - p/n OTK-16 / A-Tool Officers Tool Kit	\$90.00	\$90.00
1	Ea	Key Hose - p/n DP25-800-ECO / ECO-10 Double Jacket Fire Hose, 2.5" Yellow, with Couplings, 20ft Length	\$164.95	\$164.95
1	Ea	Key Hose - p/n DP40-600 / HY Flow Double Jacket Fire Hose, 4" Yellow, with Couplings, 20ft Length	\$291.55	\$291.55
1	Ea	Dewalt - p/n DCS367P1 / Cordless Reciprocating Saw Kit, 20V, 5.0Ah	\$415.35	\$415.35
5	Ea	HSP 100623 / Orange Traffic Cone with Black Base	NO BID	NO BID
1	Ea	Fire Hooks - p/n CH-312 / CAN HARNESS EXTINGUISHER CARRYING SYSTEM	\$60.00	\$60.00

1	Ea	SRK-L2 Rescue 42 / Collapsible Step Chock	NO BID	NO BID
4	Ea	A11159 RIT / Chicago Style Tag Line	NO BID	NO BID
1	Ea	Tempest - p/n V425-052 / Cobalt Guide Bar for Stihl	\$284.60	\$284.60
1	Ea	Tempest - p/n TV430003 / Rim Sprocket 7 Tooth .404	\$13.90	\$13.90
1	Ea	Tempest - p/n 910-1827 / VS-1.2 Deluxe - 2 Batteries, 1 Charger	\$5,868.00	\$5,868.00
Terms:		Net 30		
FOB:		Factory - Freight to be Added		
Delivery:		10-12 Weeks to Complete		
			Subtotal	\$12,868.40
			9.250%	\$1,190.33
Kyle Sumner kyles@allstarfire.com			Total	\$14,058.73



**CASCADE FIRE
EQUIPMENT COMPANY**

P.O. BOX 4248 • MEDFORD, OREGON 97501
(800) 654-7049 • (541) 779-0394 • Fax (541) 779-8847
sales@cascadefire.com • www.cascadefire.com

QUOTE

ACCOUNT 0001373

SHIP TO PORTERVILLE, CITY OF
FINANCE DEPARTMENT
PORTERVILLE CA

DATE	QUOTE NO.	SALESPERSON	TAKEN BY	PAY TYPE
11/16/21	111296	3	Todd	Net 30

LINE	QTY	UNIT	PROD	DESCRIPTION	UNIT PRICE	EXT PRICE
1	2	EA	10902	NOZZLE, RANGER 1½" NH	85.00	170.00
2	1	EA	HTV-12X14-GREEN	SALVAGE COVER GREEN 12' X 14' 22 OZ	170.00	170.00
3	1	EA	HTV-12X14-RED	SALVAGE COVER RED 12' X 14' 22 OZ	170.00	170.00
4	2	EA	HR3X18	HALL RUNNER 3' X 18' RED 18OZ	81.00	162.00

TOTAL FREIGHT	TOTAL TAX	TOTAL
0.00	62.16	734.16

NO BID ON RESCUE TOOLS WE CARRY AMKUS

VALID FOR 30 DAYS



CITY COUNCIL AGENDA – DECEMBER 21, 2021

SUBJECT: Authorization to Repair Fire Aerial Ladder Truck

SOURCE: Fire

COMMENT: Ladder Truck #T73, City Equipment #2195, is an active Fire Apparatus and the only aerial ladder truck in the City. The truck is in need of repairs to the aerial ladder, air tank, outriggers, and other associated repairs. This apparatus must be repaired by a certified aerial repair facility.

Staff is requesting authorization to utilize Hi-Tech, which is the nearest certified aerial repair facility, to perform the required repairs at an estimated cost not to exceed \$12,181.52 (inclusive of all parts, taxes, labor, including a 10% contingency). Funds are available in the Fire Department's Vehicle Replacement Fund.

RECOMMENDATION: That the City Council authorize fire aerial ladder truck repair by Hi-Tech at a cost not to exceed \$12,181.52 (inclusive of all parts, taxes, labor, including a 10% contingency) to be paid out of the Fire Department's Vehicle Replacement Fund.

ATTACHMENTS: 1. Hi-Tech Quote

Appropriated/Funded:

Review By:

Department Director:

Bryan Cogburn, Battalion Chief

Final Approver: John Lollis, City Manager

HI-TECH EMERGENCY VEHICLE SERVICE, INC.



444 W. GREGER ST. • OAKDALE, CA 95361 • (209) 847-3042 • FAX (209) 847-2110

December 10, 2021

ATTN: Kirk Lowery
Porterville Fire Department
Email: klowery@ci.porterville.ca.us
Phone: 559-359-3049

Unit T73/2195

1. Front outrigger bracings cracked.

PARTS:	\$	125.00
LABOR:	\$	4,200.00

2. Enfo IV Display

PARTS:	\$	767.80
LABOR:	\$	350.00

3. Ladder Service

FLAT FEE:	\$	2,500.00
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4. Complete light check.

PARTS:	\$	153.64
LABOR:	\$	560.00

5. Aerial monitor does not rotate fully up.

LABOR (diagnosis):	\$	210.00
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6. Large onboard air cylinder has a slow leak.

PARTS:	\$	107.67
LABOR:	\$	280.00

7. Manual pump shift not working.

LABOR:	\$	140.00
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8. Aerial waterway air-actuated switch is stuck open.

LABOR:	\$	1,680.00
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9. Lights not working:

Collins light tip of ladder

Right rear outrigger light

Left rear work light at back of truck

Left rear compartment, upper compartment light

PARTS TOTAL: \$ 1,154.11

LABOR TOTAL: \$ 7,420.00

LADDER SERVICE: \$ 2,500.00

TRANSPORT: \$ 800.00

TOTAL: \$ 11,074.11

Does not include light repair, fuel, or freight.

Hi-Tech EVS reserves the right to amend any item that was unforeseen at the time of the estimate. The department will be informed if any additional items are found in need of repair. This estimate is not binding and does not include sales tax, freight, fuel, or transportation. I, the undersigned, authorize you to perform the repairs and furnish the necessary materials. Your employees may operate vehicle for inspecting, testing and delivery at my risk. You will not be responsible for loss or damage to vehicle or articles left in it. Estimate is valid for 30 days.

AUTHORIZED BY: _____

DATE: _____



CITY COUNCIL AGENDA – DECEMBER 21, 2021

SUBJECT: Authorization to Advertise for Bids for the Parallel and Connecting Taxiways Rehabilitation Project at the Porterville Municipal Airport

SOURCE: Finance

COMMENT: At its meeting on August 4, 2020, the City Council accepted a grant offer from the Federal Aviation Administration (FAA) for the design portion of the parallel and connecting taxiways rehabilitation project at the Airport. The project includes the rehabilitation of Taxiway A and Taxiway B pavement to extend its useful life and the reconfiguration of Taxiways A, C and D from their current airfield location at new alignments to meet FAA geometry standards. Tartaglia Engineering, the City's airport consulting engineer has completed the design of the project, including plans and technical specifications.

The engineer's estimate of probable construction cost is \$4,615,000 plus \$85,000 for runway closure crosses, an additional \$693,000 for construction administration and inspection, surveying and layout and materials testing by Tartaglia Engineering, and City administration and other costs of \$80,000, for a total construction cost of \$5,473,000.

After opening the bids, staff will submit a grant application to the FAA based on the bids received. The federal grant will pay for ninety percent (90%) of the total construction cost. Once the FAA grant is accepted, staff will then apply to the State of California Division of Aeronautics for a matching grant of five percent (5%) of the federal award. The remainder of the construction cost will be funded by the Airport Fund.

RECOMMENDATION: That the City Council authorize staff to advertise for bids on the parallel and connecting taxiways rehabilitation project at the Porterville Municipal Airport.

ATTACHMENTS:

1. Project Layout Plan
2. Project Cost Estimate

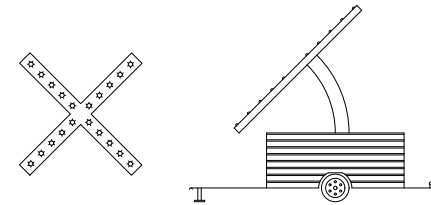
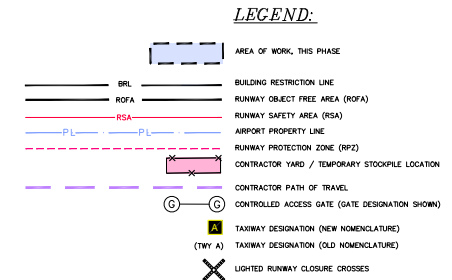
Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

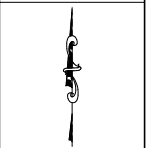
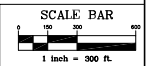
Final Approver: John Lollis, City Manager



1. AT THE BEGINNING OF THE PROJECT, CONTRACTOR WILL BE PROVIDED WITH TWO (2) TRAILER MOUNTED, LIGHTED RUNWAY CLOSURE MARKERS.
2. CONTRACTOR IS RESPONSIBLE FOR FUELING AND TRANSPORTING THE RUNWAY CLOSURE CROSSES FOR THE DURATION OF THE PROJECT.
3. AT THE END OF THE PROJECT, CONTRACTOR SHALL RETURN THE CLOSURE CROSSES TO THE AIRPORT IN GOOD WORKING CONDITION.

TRAILER-MOUNTED, LIGHTED RUNWAY CLOSURE MARKERS

NO SCALE



UNDERGROUND SERVICE ALERT

DIAL 811

TWO WORKING DAYS BEFORE YOU DIG

PROJECT LAYOUT PLAN

PLAN VIEW

REV.	DESCRIPTION	DATE	APP.
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

TARTAGLIA ENGINEERING

CITY OF PORTERVILLE

REHABILITATE TAXIWAYS

DESIGN JTH	DRAWN JTH
CHECKED JTH	SCALE 1"=300'
NO. 46852	DWGNO. 19-69
EXP. 6-30-23	DATE 11/20/2020
CIVIL	SHEET 3 OF 60
STATE OF CALIFORNIA	

PLAT DATED 12/14/2020

RE: Porterville taxiway

John Smith <john@tartaglia-engineering.com>

Thu 12/16/2021 10:50 AM

To: Maria Bemis <mbemis@ci.porterville.ca.us>

Cc: Jason Hargreaves <jason@tartaglia-engineering.com>

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#)

Porterville Municipal Airport	
Rehabilitate Taxiways	
Total Project Costs	
Construction	\$4,615,000.00
Runway Closure Crosses (separate contract)	\$85,000.00
Construction Materials Testing (QA)	\$220,000.00
Construction Safety & Phasing Plan	\$7,500.00
Construction Administration	\$162,000.00
Construction Inspection	\$245,000.00
Construction Survey & Layout	\$28,000.00
Construction / Grant Close-Out	\$23,000.00
Document Duplication & Advertising	\$7,500.00
Sponsor Administration - City of Porterville	\$80,000.00
Total Project Costs	\$5,473,000.00
Project Funding	
FAA Grant (90%)	\$4,925,700.00
Caltrans (5% of FAA grant)	\$246,285.00
Sponsor: City of Porterville	\$301,015.00
Total Project Funding	\$5,473,000.00
City of Porterville obligation in the event Caltrans does not fund or fully-fund (10%)	\$547,300.00
We have reason to believe projects in 2022 will be 100% federal grant funded based on a June, 2021 CARES Act presentation	

John A. Smith, P.E.
Principal



CITY COUNCIL AGENDA – DECEMBER 21, 2021

SUBJECT: Wholly Local Cannabis Dispensary Request for Proposal

SOURCE: Community Development

COMMENT: At its meeting on December 7, 2021, the City Council provided direction to develop a request for proposals (RFP) for a wholly-local owner cannabis dispensary, including the recommendations of the Council's Cannabis Ad Hoc Committee to be considered on December 21, 2021. The attached RFP includes the following recommendations from the Cannabis Ad Hoc Committee:

- RFP evaluation criteria to have a maximum of one hundred (100) points possible, including fifty (50) points from third party review (Evaluation Criteria attached) and fifty (50) points from City Council interviews (10 points per Council Member).
- Local ownership ("wholly-locally owned") is defined as an owner who currently resides and/or owns a business within Porterville's Urban Area Boundary (UAB) as defined in the 2030 General Plan, for at least three years. If the applicant is an entity other than an individual, each and every member of the entity must meet the definition of local.
- The third party review to be conducted by retired and out-of-area City Managers familiar with Porterville and the RFP process.
- Application fees to remain the same as the first RFP (\$750 Phase 1 and \$7,500 Phase 2), with the exception that previous applicants be able to resubmit a prior proposal of the same proposed location without being charged a new application fee. Application fees would apply if a previous applicant were to submit a new proposed location.
- RFP process does not require that the applicant be a plan holder on the Public Purchase website.

In accordance with the draft timeline presented on December 7, 2021, City Council meeting, the RFP is proposed to be released on January 3, 2022, with applications due by February 4, 2022.

RECOMMENDATION: That the City Council authorize staff to distribute a Request for Proposals for Cannabis Operating Permit for a wholly local owned Retail Dispensary.

ATTACHMENTS:

1. Draft Request for Proposals
2. Ordinance 1879
3. Ordinance 1880

Appropriated/Funded:

Review By:

Department Director:

Jason Ridenour, Community Development Director

Final Approver: John Lollis, City Manager



REQUEST FOR PROPOSALS

CANNABIS BUSINESS OPERATING PERMIT
FOR
RETAIL DISPENSARY

PREPARED BY:
COMMUNITY DEVELOPMENT DEPARTMENT
January 2022

APPROVED BY:

Jason Ridenour
Community Development Director

I. BACKGROUND

On May 21, 2019, City Council adopted by ordinance, local regulations allowing commercial cannabis activities in Porterville, and identifying zoning districts. As part of the commercial cannabis regulatory framework, implementing regulations were approved by Ordinance 1853. On February 2, 2021, the City Council gave first reading to Ordinances 1879 and 1880, and second reading on February 16, 2021, to increase the number of adult-use dispensary permits from two to three, allowing one additional cannabis adult-use dispensary business while maintaining a medical-only permit, in an effort to support a “wholly-locally owned” dispensary.

The City of Porterville (hereinafter referred to as “CITY”) is issuing this Request for Proposals (“RFP”) process for a “wholly local” retail dispensary business.

II. SUMMARY OF CANNABIS REQUEST FOR PROPOSALS

A retail dispensary permit is required for all activities for which State law requires a “Type 10,” or similar license, for the sale of Cannabis or Cannabis Products at a location open to the public.

Based on Porterville Municipal Code Chapter 15, Article VII, §15-87, the City may issue up to two (2) adult-use dispensary permits plus an additional permit per every 25,000 residents. This RFP is for a “wholly-locally owned” adult use cannabis dispensary in the city of Porterville. Local ownership (“wholly-locally owned”) is defined as an owner who currently resides and/or owns a business within Porterville’s Urban Area Boundary (UAB) as defined in the 2030 General Plan, for at least three years. If the applicant is an entity other than an individual, each and every member of the entity must meet the definition of local. The RFP may result in selected applicant securing eligibility to apply for a retail dispensary Cannabis Business Operator’s Permit (“CBOP”).

In order to apply for and be eligible to receive a CBOP, the applicant must have control over a physical location within the approved downtown districts or the Airport Industrial zone. **Receiving an award to apply for a CBOP does not constitute an entitlement approval. All applicants whose proposals are accepted must thereafter enter into a Development Agreement, obtain a CBOP State license, apply for and obtain a City Cannabis permit and any other applicable regulatory approvals. The Development Agreement template is attached.**

The RFP process will be in four parts as described herein. Applicants responding to the RFP are required to:

- Provide required background materials
- Submit a complete application package along with the Phase I required fee. Staff will review the application for completeness, and provide an opportunity for applicants to issue written questions.
- If it is determined the applicant meets the minimum requirements of Phase I review and has paid the Phase II required fee, the completed proposal will proceed forward to

Phase II.

- Selected applicant will enter into a Development Agreement between the City and the Business Owner and any other Responsible Parties

Instructions to applicants, RFP, and application forms may be inspected at City Hall, 291 N. Main Street, Porterville, California. Applications and related forms may be inspected and electronically downloaded with no cost, at the Public Purchase website, <https://www.publicpurchase.com>. No copies of said documents will be provided by the City. All addenda and correspondence during the application process will be handled electronically through the Public Purchase website.

III. OVERVIEW OF THE APPLICATION PROCESS AND FEE STRUCTURE

Background

Each applicant, prior to beginning the application process, must be able to show proof of ability to complete the Type 10 State requirements for background investigations (as defined by SB 94 §26057). There are two ways to ensure compliance:

1. Submit to the City background materials for the applicant and any “owner” as defined by SB 94 §26001 (a). Each applicant will also be required to submit to a DOJ/FBI criminal fingerprint check utilizing a Live Scan form provided by the City. Upon receiving the form, applicants must schedule and complete the Live Scan with the Porterville Police Department located at 350 N. D Street, Porterville, CA 93257. Applicants are responsible for all fees associated with the Live Scan.

The Chief of Police (or his/her designee) will review each applicant’s Live Scan returns for disqualifying information. All Live Scan results will be forwarded to the Community Development Department to be attached to the Phase I application process, if no disqualifying information is found.

2. Alternatively, an applicant that has an existing Type 10 State issued license, and can provide evidence of successfully completing the background investigation required by the state, may provide this documentation to the City. This evidence may be subject to review by the Chief of Police (or his/her designee).

Phase I – Application Review

All applicants that successfully show completion of the criminal background investigation may submit a completed application, including (Attachment 1) and include the information outlined in this RFP. Submitted proposals must include the \$750 fee. This phase provides the opportunity to submit written questions prior to an official submittal of the proposal for Phase II. The purpose of this phase is for staff to assist in any questions requiring clarification, to confirm the appropriate zoning, evaluate the site plan and floor plan, and attest to completeness of the application. Staff’s review will be limited to objective items inasmuch as the application includes all applicable documents listed in subsection H.

Phase II – Proposal Phase

Those applications deemed to meet the definition of “wholly locally owned” and complete, will advance to the second phase of the application process. Submitted proposals must include a \$7,500 Phase II application fee. The applications will be reviewed and ranked according to the scoring rubric provided subsequently in Section VII of this RFP.

Concerning the competitive portion of this RFP process, applicants with evaluation scores of 75% (37.5 points) or better may proceed to an oral interview with the Porterville City Council (see below). Following the oral interviews, the top-rated applicants, subject to the number of available permits at the time, may receive notice informing them of the right to apply for a state license CBOP. Such applicants must apply for a CBOP within 120 days of receipt of the notice. Once the number of available permits has been reached, the remaining qualified applicants may be placed on a waiting list in order of ranked evaluation scores that will be valid for two years from the date of the notice. If an applicant that has the right to apply for a CBOP fails to secure all of the required entitlements within the proposed schedule or within one year from the date of the conditional award letter, whichever is sooner, the next applicant on the waiting list may have the opportunity to apply for a CBOP. The City Manager may extend this one-year time deadline for good cause.

Phase III – Development Agreement

The successful applicants shall be required to negotiate and enter into a Development Agreement with the City. The Development Agreement will provide the successful applicant with certain vested rights to develop the property and use it for the purposes of a cannabis dispensary for a period of years regardless of intervening changes in land use regulations, in consideration of the imposition of conditions and the payment of certain fees.

IV. ADDITIONAL TERMS AND CONDITIONS

1. Nondiscrimination

The City will not discriminate against any interested individual, firm or applicant on the grounds of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation.

2. City’s Right to Modify the RFP

The City reserves the right at its sole discretion to modify this RFP (including but not limited to the requirements and/or the selection criteria) should the City deem that it is in its best interests to do so. Any changes to the proposal requirements will be made by written addendum posted on the City’s website. The failure of an applicant to read any addenda shall have no effect on the validity of such modification.

3. City’s Right to Suspend or Cancel the RFP

The City reserves the right at its sole discretion to suspend or cancel this RFP in part or in its

entirety should the City deem that it is in the City’s best interests to do so.

4. City’s Right to Reject All Proposals

The City Council reserves the right, at its sole discretion, to reject all proposals, and/or not to award the right to apply for a CBOP to any applicant should the City deem that it is in its best interests to do so.

5. City’s Right to Extend RFP Deadlines

The City reserves the right to extend any of the deadlines listed in this RFP by written addenda should the City deem that it is in its best interests to do so.

6. Confidential Information. Sections of the RFP have been identified as confidential information (“Confidential”) and have been identified as such. The information shall be confidential, and shall not be subject to public inspection or disclosure except as may be required by federal, state or local law. Disclosure of information pursuant to this Section shall not be deemed a waiver of confidentiality by the applicant or any individual named in the application. The City shall not be responsible and shall incur no liability for the inadvertent or negligent disclosure of such information.

7. Cost of Proposals

All costs incurred during proposal preparation or in any way associated with the applicant’s preparations, submission, presentation or oral interview shall be the sole responsibility of the applicant.

8. Liability for Proposal Errors

Applicants are solely responsible for all errors and omissions contained in their proposals.

9. Permits and Licenses

Applicants, at their sole expense and at the appropriate time, shall obtain and maintain all appropriate permits, certificates and licenses including, but not limited to, a City business license, land use permit and CBOP which will be required in connection with their proposal.

10. Fees and Taxes

Cannabis businesses are responsible for paying all applicable fees and taxes, as well as any fees negotiated within the Development Agreement.

11. Commencement of Operation

All the requisite approvals to begin commencement of operations, including without limitation, obtaining a land use permit, business license, and operator’s permit, must be obtained within the applicant’s proposed schedule, or one (1) year from the date of the notice of the right to apply for a CBOP, whichever is sooner. The City Manager may extend this one-year time deadline for good cause.

12. **Revocation of Approvals**

The applicant shall operate the establishment in such a manner as to preserve the public safety, health and welfare, to prevent the use from becoming a nuisance and operate the business in compliance with all laws, ordinances and regulations. In the event that this or any other condition of approval is violated, the City Council may modify or revoke the permit as provided in Section 601.10 of the Porterville Development Ordinance. Pursuant to Section 601.10(d) the City Council may revoke the permit if it makes any of the following findings:

- That approval was obtained by means of fraud or misrepresentation of a material fact;
- That the use in question has ceased to exist or has been suspended for one year or more;
- That there is or has been a violation of or failure to observe the terms or conditions of the permit or variance, or the use has been conducted in violation of the provisions of this ordinance, law or regulation; or
- That the use to which the permit or variance applies has been conducted in a manner detrimental to the public safety, health and welfare or so as to be a nuisance.

13. **Authority to Sell, Transfer or Assign License**

The City requires that the individuals or entities that receive an award pursuant to the RFP shall be the individuals/entities owning and operating the businesses, and the City Council reserves the right to approve or deny any request to sell, transfer ownership or assign the CBOP license.

V. PROPOSED SCHEDULE

All applicants responding to the RFP must timely submit the following (Late submittals will be returned to the applicant unopened). Applicants failing to submit the foregoing items will be eliminated from the RFP process. The City reserves the right to alter the following schedule as necessary:

RFP Issued	Monday, January 3, 2022
Written Questions from Applicants due	Friday, January 14, 2022
Answers to Written Questions Issued	Monday, January 24, 2022
Submit Final Application and documentation, and \$750 review fee due	Friday, February 4, 2022 by 4:00 PM
Staff review of applications and letters issued for completeness and/or correctory notices	Friday, February 18, 2022

Proposal, Complete/Corrected Application and \$7,500 fee due	Friday, February 25, 2022 by 4:00 PM
Third Party Independent Review	Monday, March 28, 2022
Interviews with City Council	Wednesday, April 20, 2022
Announcement of Selected Applicants	TBD

VI. PROPOSAL REQUIREMENTS

Submitted proposals must include a \$750 Phase I review fee and those subsequently wanting to enter the Phase II application pay the \$7,500 fee. The following information in the ensuing order is required to be deemed a complete submittal. All information submitted to the City must be current. Applicants have a continuing duty to confirm that any requested information submitted previously as part of the submittals remains accurate, and notify the City immediately of any inaccuracies. Proposals, inclusive of all attachments, shall not exceed 250 pages.

1. **Provide Evidence of Secured Location for the Cannabis Business.** Evidence of a secured location for a cannabis business includes, but is not limited to: a real estate letter of intent (RELOI) to lease or purchase property from a party authorized to lease or sell such property; a purchase agreement, a lease, an option to purchase, an option to lease or purchase property; or evidence of the applicant’s ownership of the property. These terms are defined more specifically below:

Letters of interest of any kind are not acceptable. RELOIs, leases or options to lease or purchase must clearly and specifically state that the RELOI, lease, or option to lease or purchase is for the type of cannabis business listed in the proposal. **The RELOI, lease, or option to lease must reflect that the applicant will have control of the property for a minimum of five (5) years.** A month-to-month lease or rental agreement is not acceptable.

Real Estate Letter of Intent: A signed written term sheet, letter of intent, or exclusive negotiating agreement between two or more parties, including the applicant, to sell, lease, or sublease property, outlining the terms by which the applicant will have control of the property for two or more years. These terms may be further negotiated but must provide the basis for a proposed written agreement.

Purchase Agreement: A signed written agreement that a person will purchase a specific property and the owner cannot sell to anyone else unless the terms of the agreement are not fulfilled.

Lease: A signed written agreement that gives a lessee certain rights to use and occupy specific property for at least two years.

Real Estate Purchase or Lease Option: A signed written agreement for the purchase or lease of specific real property by which the purchaser or lessee has the exclusive right to purchase or lease the property for at least two years.

Proof of Ownership: A written document, such as a deed, that shows that title to the real property is vested in the applicant.

2. **Provide a Statement Confirming that the Cannabis Business Location is Outside of Buffer Zone for a School.** State that the location secured for the cannabis business operations is outside of the buffer zone required by the State for schools. Furnish evidence supporting the foregoing statement. Any proposal located within the buffer zone for schools will automatically be disqualified.
3. **Provide a Business Plan Summary and Statement of Qualifications. Confidential.** Describe the day-to-day operations of the dispensary, including a description of the cannabis-related products and/or services being sold, as well as any additional accessory services or related facilities. Provide a detailed list of all cannabis operations proposed to occur on the premises and their processes including, but not limited to, standard operation procedures, number of employees, training program, inventory and quality control procedures, lists of both recreational and medicinal products anticipated to be available, waste management plan, transportation and distribution of product processes, delivery processes, testing, quality control practices and procedures, visitor and vendor protocols, and the track and trace procedures and policies. Include a plan to hire local individuals.

The business plan should also include the statement of qualifications of the Cannabis Business Owner’s relative to the proposal, including experience running businesses similar to the one proposed, including cannabis and/or non-cannabis businesses. CV/resumes may be attached as an exhibit to this Section of the proposal.

“Cannabis Business Owner” means “Owner,” as defined in State law, including by regulation, in addition to any of the following:

- a. Each person with an aggregate ownership interest of 20 percent or more in a person, as defined herein, who applies for a Permit or is a Cannabis Business Permittee, unless the interest is solely a security interest, lien, or encumbrance. When an entity (not a natural person) has an aggregate ownership interest of 20 percent or more, then the chief executive officer and/or members of the board of directors of each entity shall be considered owners.
- b. The chief executive officer of a person, as defined herein, who applies for a Permit or is a Cannabis Business Permittee.
- c. A member of the board of directors of a nonprofit of a person, as defined herein, who applies for a Permit or is a Cannabis Business Permittee.
- d. The trustee(s) and all persons that have control of the trust and/or a person, as

defined herein, who applies for a Permit or is a Cannabis Business Permittee that is held in trust.

- e. Any person, as defined herein, who assumes responsibility for the Permit.
- f. Each person who participates in the direction, control, or management of person, as defined herein, who applies for a Permit or is a Cannabis Business Permittee. Such an individual includes any of the following:
 - i. A general partner of a partnership.
 - ii. A non-member manager or managing member of a limited liability company.
 - iii. An officer or director of a corporation.

The business plan should include a local hire program demonstrating how they would hire locally. A local hire plan could address:

- a. A minimum percentage of the business’ employment base hired locally.
 - b. A recruitment plan for new hires, including outreach methods.
 - c. The hourly wage of the lowest-paid employee.
 - d. Estimated number of full and part-time positions in years one through five.
 - e. Available job pathways.
 - f. Describe any plans to train employees and promote lower-level employees.
- 4. **Proposal Implementation. Confidential.** Provide verifiable, detailed descriptions and other background information for any Cannabis Business Owner. Describe other resources, including financial resources, dedicated to implement this application.
 - 5. **Understanding and Approach.** Provide a statement demonstrating the applicant’s understanding and approach to running the proposed cannabis business and how that approach will integrate the business into the community in which it is located.
 - 6. **Security Practices. Confidential.** Applicants shall describe their approach to operational security including but not limited to:
 - General security policies.
 - Employee-specific policies and training.
 - Discussion of transactional security, visitor security, third-party contractor security, and delivery security.

Applicants should address ingress and egress access, perimeter security, product security (at all hours), internal security measures for limited access areas, types of security systems (alarms, cameras, etc.), and security personnel to be employed. This

discussion must also include a description of how cannabis will be tracked and monitored to prevent diversion, such as by verifying the status of recommending physicians, if selling medicinal cannabis, and retaining copies of all written recommendations from recommending physicians when applicable. Applicants are encouraged to provide a sample written policy that has been developed.

Security plans shall not be made public, unless required by court action. Security plan details that could aid persons who wish to commit security violations shall be considered confidential and shall not be released to the public unless ordered by a court of law.

7. **Local ownership:** Local ownership (“wholly-locally owned”) is defined as an owner who currently resides and/or owns a business within Porterville’s Urban Area Boundary (UAB) as defined in the 2030 General Plan, for at least three years. If the applicant is an entity other than an individual, each and every member of the entity must meet the definition of local. The local owners must provide verifiable information regarding the number of years each owner has lived in, and/or owned a business in, Porterville’s Urban Area Boundary (UAB) as defined in the 2030 General Plan. Names are confidential, the composition of how the ownership meets the criterion is not. Provide verifiable information such as business license information, property tax bills, business name(s) and address(s), and the number of years each owner has lived in and/ or owned a business(s) in Porterville’s UAB.
8. **Proposed schedule.** Provide a schedule for opening the cannabis business. The schedule should include dates for the following:
 - a. Design review, if applicable
 - b. Signage approval, if applicable
 - c. Issuance of State license(s)
 - d. Land Use permit
 - e. Issuance of CBOP
 - f. Issuance of Building permit
 - g. Issuance of other regulatory permits (e.g., discharge permit, etc.)
 - h. Completion of construction
 - i. Opening and commencement of operations
9. **Community benefit:** Describe the applicant’s proposed involvement in the City of Porterville, specific to downtown beautification projects, and plans to mitigate any nuisance and/or negative impacts. For further information, see Development Agreement template, attached.
10. **Indemnification.** The applicant must agree to indemnify the City as set forth in the attached Indemnification Agreement

VII. EVALUATION PROCESS

Applications (Proposals) must fully address the proposal requirements in V above and the

evaluation criteria and scoring rubric in VIII below, as well as provide complete submittals, references and data to verify qualifications. Proposals without sufficient data to provide a complete evaluation will be considered non-responsive.

All proposals will be reviewed for compliance with requirements including documented capability to operate a cannabis business in a satisfactory manner. Proposals will be evaluated in accordance with the criteria set forth below.

City shall employ a third party independent review to score written proposals.

The City Council reserves the right to invite those with a passing score to participate in an interview process to be defined at a future date. The interview includes the scoring of 50 potential points.

The City may make a conditional award to the applicant or applicants offering the most advantageous proposal after consideration of the evaluation criteria set forth below. The City will not be obligated to accept any given proposal, but will make the conditional award in the best interests of the City after all proposals have been evaluated.

VIII. EVALUATION CRITERIA Minimum Requirements

Phase I fee of \$750 was paid and the CBOP complete application was submitted on or before the February 4, 2022, 4:00pm deadline	Pass/Fail
RFP fee of \$7,500 was paid and the response to the RFP was submitted on or before the February 25, 2020, 4:00pm deadline	Pass/Fail
Evidence of a secured location for the cannabis business	Pass/Fail
Evidence that the location is outside of cannabis buffer zones for schools	Pass/Fail

Evaluation Criteria

The table below is a scoring rubric to evaluate proposals received in response to the RFP. The responses will be scored on a zero to 50-point scale, excluding the interview. The applicant must receive a minimum of 75% (37.5 points) of the total possible points to proceed to the interview process. Interviews will be scored on a zero to 50-point scale. The maximum points available, including the interview, is 100 points.

1. Local Ownership (defined by Porterville UAB)	(Pass/Fail)	
2. Business Operations Plan and Statement of Qualifications		15
Has applicant described how the commercial cannabis business day-to-day operations of the facility will function, including standard operating procedures?	5	
Has the applicant provided a full description of the proposed business, including proposed staffing levels, products, product types, testing protocols, licensing requirements, etc., demonstrating how it will operate its business?	5	

Has the applicant provided resumes/CVs and other relevant materials, for and about primary and significant persons that will be responsible for implementing key portions of the proposed business?	5	
3. Verifiable detailed description of persons and type of resources, including financial resources, committed to implement the proposal		15
Has the applicant submitted a financial statement, balance sheet, and tax returns that attest to its financial health and ability to finance and operate the proposed business?	5	
Has the applicant committed to initial investment amounts and shown how it will reinvest in the business over time?	5	
Does the applicant show that it is investing in equipment, technology and facilities that are appropriate for the nature of the business?	5	
4. Summary of Security Practices		15
Has the applicant provided a full description of security policies including ingress and egress access, perimeter security, product security at all hours, product tracking, security systems and verification of the status of recommending physicians?	5	
Has the applicant described employee-specific policies and training?	5	
Has the applicant adequately described transactional security, visitor security, third-party contractor security and delivery security?	5	
5. Proposed schedule		5
Does the schedule clearly provide realistic milestones for the following items? a. Design review, if applicable b. Signage approval, if applicable c. Issuance of State license(s) d. Issuance of CBOP/Land Use permit e. Issuance of Building permit f. Issuance of other regulatory permits g. Completion of construction h. Opening and commencement of operations	3	
Does the schedule provide a detailed, comprehensive timeline for starting operations of the business?	2	
Total		50

IX. SUBMITTAL INSTRUCTIONS

The proposal shall be signed by an individual(s) authorized to execute legal documents on behalf of the applicant. Failure to provide all required submittals may result in a proposal being found non-responsive and given no consideration.

Two (2) hard copies of the proposal and one electronic PDF version of the proposal on a flash drive shall be provided in a sealed envelope with a return address, including business name, no later than Friday, February 4, 2022 by 4:00pm for Phase I and Friday, February 25, 2022

by 4:00pm for Phase II to the following address:

Community Development Department
Porterville City Hall
291 N. Main Street
Porterville, CA 93257
Attention: Community Development Director

Late proposals will not be considered and will be returned to the applicant unopened. The City assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual timely receipt.

Any proposal received prior to the submittal date may be modified or withdrawn by written request from the applicant to the City up to the submittal deadline. Proposals, inclusive of all attachments, shall not exceed 250 pages.

X. QUESTIONS

For information concerning RFP procedures and regulations (i.e., submission deadline, required forms, etc.), interested parties shall request clarification electronically through the Public Purchase website.

Attachments

1. Commercial Cannabis Business Permit Application – Storefront Dispensary
2. Porterville Live Scan Application
3. Indemnification Agreement
4. Development Agreement Template
5. Cannabis Ordinances

CITY OF PORTERVILLE

Community Development Department
291 North Main Street, Porterville CA 93257
(559)782-7460

Commercial Cannabis Business Permit Application – Storefront Dispensary

A. Business Information

Business Name: _____

Property Address: _____

Assessor Parcel Number: _____ Zoning Designation: _____

B. Business Type (Check all that apply)

☐ Retailer Storefront (Adult-use)	☐ Retailer Storefront (Medical)	☐ Retailer Storefront (Adult-use and Medical)
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*GR – Gross Receipts

C. Definitions

Applicant - The entity petitioning for the Cannabis Business Operator Permit.

Principal(s) - The individual members of the applicant team.

Primary Principal - An individual who has a 10% or greater ownership stake of the applicant business, which includes partners, officers, directors, and stockholders of every corporation, limited liability company, or general limited partnership that owns at least 10% of the stock, capital, profits, voting rights, or membership interest of the commercial cannabis business or that is one of the partners in the commercial cannabis business; the managers of the commercial cannabis business.

Operator - An applicant that has been licensed and conducts or conducted active cannabis operations.

Majority - A greater number; more than half. An equal number does not constitute a majority.

D. Applicant Information

Name of Primary Responsible Party Completing the Application: _____

Title: _____ DOB: _____

Social Security No: _____

If applicant is a not for profit, corporation, partnership or other business entity, please identify:

Name of Business Entity: _____

Type of Ownership: _____

Federal Tax Id: _____ Start Date: _____

Mailing Address: _____

Primary Phone No: _____ Alt. Phone No: _____

Email Address: _____

Preferred method of contact (check one) ☐ Mail ☐ Phone ☐ Email

E. Additional Responsible Party Information

Name: _____

Title: _____ DOB: _____

Social Security No: _____

Mailing Address: _____

Primary Phone No: _____ Alt. Phone No: _____

Email Address: _____

Preferred method of contact (check one) ☐ Mail ☐ Phone ☐ Email

Please attach additional sheets if there are more than 2 Responsible Parties.

F. Information on Property Owner or Landlord

Name: _____

Mailing Address: _____

Primary Phone No: _____ Alt. Phone No: _____

Email Address: _____

Preferred method of contact (check one) ☐ Mail ☐ Phone ☐ Email

If the applicant is not the legal owner of the property, the application must be accompanied by a notarized Owner's Statement of Consent to operate a commercial cannabis business on the property.

G. Related License Information

The applicant and/or responsible parties has been associated with a commercial cannabis business permit in the past 10 years.

☐ Yes ☐ No (If yes, please provide the following information)

Name: _____

City or County: _____ Start Date: _____ End Date: _____

Business Name: _____ Business Type: _____

Please attach additional sheets if necessary.

H. Required Submissions (Please check the box for each attachment)

Please attach all applicable documents listed below as part of your application as they pertain to your business type. For any items that do not apply to your business type, please provide a brief explanation as to why they do not apply.

☐ **Business Operations Plan**

- **Business Plan:** A plan describing how the commercial cannabis business will operate in accordance with City code, state law, and other applicable regulations. The business plan must include plans for handling cash and transporting cannabis and cannabis products to and from the site. The plan must include a description of the day-to-day operations of the facility including but not limited to standard operating procedures, number of employees, training program, inventory and quality control measures, lists of both recreational and medicinal products anticipated to be available (if applicable), waste management plan, delivery processes, testing, quality control practices and procedures, visitor and vendor protocols (logs, non-disclosures, etc.), and track

and trace procedures and policies.

- **Community Relations Plan:** A plan describing who is designated as being responsible for outreach and communication with the surrounding community, including the neighborhood and businesses, and how the designee can be contacted.
- **State Licenses:** Copies of the state licenses relating to the commercial cannabis business licenses, the applicant holds (when available).
- **Insurance:** The applicant's certificate of commercial general liability insurance and endorsements and certificates of all other insurance related to the operation of the cannabis business.
- **Budget:** A copy of the applicant's most recent annual budget for operations (If available)
- **Financial Capacity/Proof of Capitalization:** Proof demonstrating sufficient capital is in place to pay startup costs and at least three months of operating costs. Proof of capitalization shall be in the form of financial information such as bank statements and balances, available loans and/or other sources of funding the enterprise, and/or documentation of cash or other liquid assets; and a Letter of Credit.
- **Products and Services:** A list/description of the general products and services the business will provide.
- **Management Team:** An organization chart with the name and role of each known member of the management team, including roles that are known but unfilled, resumes for each member of the management team, a discussion of the experience of the management team, and information concerning any special business or professional qualifications or licenses of the management team that would add to the number or quality of services that the facility would provide, especially in areas related to medicinal cannabis, such as scientific or health care fields

☐ **Education Plan:** A plan describing the type of cannabis education and prevention efforts that will be provided by the business to the community.

☐ **Security Plan:** The security plan must be prepared by a qualified professional. A detailed security plan must outline the measures that will be taken to ensure the safety of persons and property on the business site, including general security policies, employee-specific policies and training, discussion of transactional security, visitor security, third-party security, and delivery security. Applicants should address ingress and egress access, perimeter security, lobby and storage area security, product security (at all hours), internal security measures for limited access areas, type of security systems (alarms, cameras, etc.), and security personnel to be employed. Displayed items must be secured behind a counter, and only accessible in the presence of an employee. Video surveillance must be provided at all times in a manner and design approved by the Porterville Police Department, and stored for a period of at least 90 days, and accessible by the Department. Facilities shall have a burglar alarm, to include panic buttons located at the front lobby and retail areas. Alarm services must be provided/monitored by a third party alarm company, with notification to the Porterville Police Department. GPS data for delivery vehicles must be preserved for not less than 90 days and made available to the Porterville Police Department upon request. The discussion must also include a description of how cannabis will be tracked and monitored to prevent diversion, such as by verifying the status of recommending physicians and retaining copies of all written recommendations from recommending physicians when applicable. Applicants are encouraged to provide a sample written policy that has been developed. Security plans shall not be made public, unless required by court action. Security plan details that could aid persons who wish to commit security violations shall be considered to be confidential and shall not be released to the public unless ordered by a court of law.

☐ **Lighting Plan:** A detailed lighting plan showing existing and proposed exterior and interior lights that will provide adequate security lighting for the business site. The lighting plan shall be subject to review, adjustment and approval of all City Departments.

☐ **Site and Floor Plans:** A dimensioned site plan of the business site, including all buildings, structures, driveways, parking lots, landscape areas and boundaries. Also provide dimensioned floor plans for each level of each building that makes up the business site, including the entrances, exits, and walls. The plans shall also include the following information about the site: current zoning, parking requirements, consistency with development standards for the zone and any applicable design guidelines, the new development planned for the site, and any other site development information. Entrances shall be unobstructed by tall landscaping or architectural features, and shall be visible from the public right of way and parking areas. The floor plan must provide for a front lobby that is completely separate and secured from the dispensary, for a separate secured storage room (which is illuminated and ventilated, and constructed of materials not easily compromised such as steel or concrete), and all requirements as required by State law. All facilities shall have a secured room within which all non-display cannabis merchandise is stored. The applicant must provide proof of ability to lease or purchase the property (Property Owner Affidavit). The plans provided must be to scale. The Retail Operation may be a component of a larger development proposal which can be described in this application.

- ☐ **Odor Control Plan:** A detailed plan describing how the applicant will prevent all odors generated from the storage of cannabis from escaping from the buildings on the business site, such that the odor cannot be detected by a reasonable person of normal sensitivity outside the buildings.
- ☐ **Product Safety and Labeling:** The applicant shall provide how the facility will ensure enhanced consumer safety by testing or confirming that testing has been certified for biological and chemical contaminants. The applicant must also submit a discussion regarding the product labeling standard to be employed and how they will be in compliance with state and local laws, regulations, and policies. The applicant must also provide information on product labeling sufficient to ensure that cannabis and edible products containing cannabis clearly identify the percentage level of delta-9 (trans) tetrahydrocannabinol, cannabidiol, and cannabinol, and have adequate warnings.
- ☐ **Community Benefits:** The applicant shall demonstrate to the satisfaction of the City of its intent to local hiring and community support. The applicant must provide a discussion of how it intends to provide the City and its residents with community benefits and mitigate any nuisance and/or negative impacts that the facility's existence may create. Applicants must provide the City a description of how it plans to develop and implement a Community Benefits Program. Examples of benefits could include, but are not limited to, supporting or funding community programs, employment and job training programs, contributing to local substance abuse programs, funding foreclosure prevention programs, or other activities that benefit the local neighborhood as well as the City of Porterville. Such benefits and funding shall be set forth in a Development Agreement with the City.
- ☐ **Hiring and Employment Practices:** The applicant must submit a description of their labor and employment practices. These policies and practices could include, but are not necessarily limited to a discussion of hiring plan, training and continuing education opportunities (introductory and ongoing) that will be provided, the provision of equal benefits and/or the execution of a declaration of non-discrimination, and, for an applicant with 20 or more employees, a statement that the applicant will enter into or demonstrate that it has already entered into and will abide by, a labor peace agreement.

I. City Authorization

- ☐ I, the applicant, provide authorization and consent for the City Manager or his/her designee to seek verification of the information contained on this application.

J. Indemnification

- ☐ I, the applicant, agree to the fullest extent permitted by law, any actions taken by a public officer or employee under the City of Porterville regulations for Commercial Cannabis Businesses, shall not become a personal liability of any public officer or employee of the City. To the maximum extent permitted by law, the permittee shall defend (with counsel acceptable to the City), indemnify and hold harmless the City of Porterville, the Porterville City Council, and its respective officials, officers, employees, representatives, agents and volunteers from any liability, damages, actions, claims, demands, litigations, loss (direct or indirect), causes of action, proceedings, or judgments (including legal costs, attorneys' fees, expert witness or consultant fees, City Attorney or staff time, expenses or costs) against the City to attach, set aside, void or annul, any cannabis-related approvals and actions and strictly comply with the conditions under which such permit is granted, in any. The City may elect, in its sole discretion, to participate in the defense of said action and the permittee shall reimburse the City for its reasonable legal costs and attorneys' fees.

K. Nonrefundable Filing Fee

- ☐ I, the applicant, understand and accept that the nonrefundable filing fee must be submitted with the completed Commercial Cannabis Business Permit Application and will be retained by the City regardless of the out-come of the application review.

L. Background – Request for Live Scan Services

- ☐ I, the applicant, understand that a completed and processed Request for Live Scan Service, State of California Form BCIA 8016, as determined by the City of Porterville, by a duly authorized business must be provided for the applicant and all interested parties. All applicable fees and charges are the responsibility of the applicants and interested parties.

M. Disqualification

- Application was received late
- Application is incomplete or inaccurate
- Facility does not meet City business licensing standards
- More than one application is received for the same cannabis business type on one property (stacking of applications)

N. Applicant's Certification

I agree to abide by and conform to the conditions of the permit and all provisions of the Porterville Municipal Code pertaining to the establishment and operation of the commercial cannabis business. I acknowledge that the approval of the Commercial Cannabis Business Permit shall, in no way, permit any activity contrary to the Porterville Municipal Code, or any activity which is in violation of any applicable law.

The information provided is genuine and not a sham, collusive, or made in the interest or on behalf of any party not therein named, and that the applicant has not directly or indirectly induced or solicited any other applicant to put in a sham proposal, or any other applicant to refrain from presenting information and that the prospective provider has not in any manner sought by collusion to secure an advantage.

The applicant has not paid or agreed to pay any fee of commission, or any other thing of value contingent upon the award of a permit or of any exclusive operating area, to any employee, official, or existing contracting consultant of the City of Porterville.

All costs of preparation or proposals including travel for any interviews scheduled shall be borne by the applicants.

All proposals become the property of the City of Porterville. The City reserves the right to reject any and all submittals; to request clarification of information submitted; to request additional information from competitors; and to waive any irregularity in the submission and review process. None of the materials submitted will be returned to the bidder.

Information or materials submitted in response to this application will be stored of file with the City of Porterville, and may be subject to the requirements of the California Public Records Act, or subject to public disclosure as ordered by a court of law. Proposed security plans shall be considered confidential.

The City reserves the right to request additional information not included in this application from any or all applicants.

The City reserves the right to contact references not provided in the submittals.

The City reserves the right to incorporate its standard agreement language into any contract resulting from this application.

The applicant understands that if selected to receive a permit by the City, applicant will be, in accord with City regulations, required to enter into a Development Agreement with the City containing additional terms and conditions for the development and operation of the business. Due to the unique nature of the subject business, a Development Agreement will be crafted to establish the terms and parameters within which the business may develop. If the applicant and City enter into a Development Agreement, the applicant will have five (5) years to operate a dispensary subject to the Agreement terms and conditions, the local regulations in effect at the time the Development Agreement was executed, and all applicable State law in effect at the time and as may be amended.

I certify under penalty of perjury under the laws of the State of California, that I have personal knowledge of the information contained in this application, that I am authorized to execute this application and all portions thereof, and that the information contained herein is true and correct.

Signature: _____

Date: _____

The information contained on this document is subject to disclosure under the Public Records Act.

Applicants providing false or misleading information in the permitting process will result in rejection of the application and/or nullification or revocation of any issued permit. All commercial cannabis permits must be approved by the City Council. The City may attach conditions to the permit. A commercial cannabis permit may be

denied if any of the following findings are made:

- (i) The application does not meet all requirements of the commercial cannabis ordinance; or*
- (ii) Approval would very likely result in harm to public safety, health, or welfare; or*
- (iii) Potential negative impacts of the use cannot be mitigated with conditions or through the ordinance requirements.*

Applicants will be notified regarding application completeness

COMMERCIAL CANNABIS BUSINESS OPERATORS PERMIT APPLICATION

PROPERTY OWNER'S STATEMENT OF CONSENT

If the applicant is not the owner of record of the subject site, the following Statement of Consent must be completed by the owner or the owner's authorized representative, granting the applicant permission to apply for a cannabis business operator permit.

I, the undersigned legal owner of record, hereby grant permission to:

Applicant: _____ Phone: _____

Mailing Address: _____

To operate a commercial cannabis business on the property described below. I agree to abide by and conform to the conditions of the permit and all provisions of the Porterville Municipal Code pertaining to the establishment and operation of the commercial cannabis business. I acknowledge that the approval of the Commercial Cannabis Business Permit shall, in no way, permit any activity contrary to the Porterville Municipal Code, or any activity which is in violation of any applicable law. I further understand that I am responsible for, and also subject to, enforcement actions regarding any violations and/or nuisance activity which may occur at this property if leasing the property to the applicant.

The subject property is located at: _____

Assessor's Parcel Number: _____

Printed Name of Owner of Record: _____

Address of Owner of Record: _____

Phone: _____ Email address: _____

Signature of Owner of Record: _____ Date: _____

Attach:

☐

Proof of possession of the premises and approval of use (deed, lease, lease assignment, agreement showing willingness to sell property if applicant obtains permit)

Notary Use Only:

State of California
County of Tulare

On this, the _____ day of _____, 20____, before me a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose therein contained.

I witness hereof, I hereunto set my hand and official seal.

Notary Public



REQUEST FOR LIVE SCAN SERVICE

Applicant Submission

CA0540500

ORI (Code assigned by DOJ)

LICENSING

Authorized Applicant Type

Marijuana Dispensary Applicant

Type of License/Certification/Permit OR Working Title (Maximum 30 characters - if assigned by DOJ, use exact title assigned)

Contributing Agency Information:

PORTERVILLE POLICE DEPARTMENT

Agency Authorized to Receive Criminal Record Information

03311

Mail Code (five-digit code assigned by DOJ)

350 N. D STREET

Street Address or P.O. Box

Contact Name (mandatory for all school submissions)

PORTERVILLE

City

CA

State

93257

ZIP Code

(559) 782-7400

Contact Telephone Number

Applicant Information:

Last Name

First Name

Middle Initial

Suffix

Other Name

(AKA or Alias) Last

First

Suffix

Date of Birth

Sex

☐

Male

☐

Female

Driver's License Number

Height

Weight

Eye Color

Hair Color

Billing

Number 120212

(Agency Billing Number)

Place of Birth (State or Country)

Social Security Number

Misc.

Number

(Other Identification Number)

Home

Address Street Address or P.O. Box

City

State

ZIP Code

Your Number:

OCA Number (Agency Identifying Number)

Level of Service: ☒ DOJ ☒ FBI

(If the Level of Service indicates FBI, the fingerprints will be used to check the criminal history record information of the FBI)

If re-submission, list original ATI number:

(Must provide proof of rejection)

Original ATI Number

Employer (Additional response for agencies specified by statute):

Employer Name

Mail Code (five digit code assigned by DOJ)

Street Address or P.O. Box

City

State

ZIP Code

Telephone Number (optional)

Live Scan Transaction Completed By:

Name of Operator

Date

Transmitting Agency

LSID

ATI Number

Amount Collected/Billed



REQUEST FOR LIVE SCAN SERVICE

Privacy Notice

As Required by Civil Code § 1798.17

Collection and Use of Personal Information. The California Justice Information Services (CJIS) Division in the Department of Justice (DOJ) collects the information requested on this form as authorized by Business and Professions Code sections 4600-4621, 7574-7574.16, 26050-26059, 11340-11346, and 22440-22449; Penal Code sections 11100-11112, and 11077.1; Health and Safety Code sections 1522, 1416.20-1416.50, 1569.10-1569.24, 1596.80-1596.879, 1725-1742, and 18050-18055; Family Code sections 8700-87200, 8800-8823, and 8900-8925; Financial Code sections 1300-1301, 22100-22112, 17200-17215, and 28122-28124; Education Code sections 44330-44355; Welfare and Institutions Code sections 9710-9719.5, 14043-14045, 4684-4689.8, and 16500-16523.1; and other various state statutes and regulations. The CJIS Division uses this information to process requests of authorized entities that want to obtain information as to the existence and content of a record of state or federal convictions to help determine suitability for employment, or volunteer work with children, elderly, or disabled; or for adoption or purposes of a license, certification, or permit. In addition, any personal information collected by state agencies is subject to the limitations in the Information Practices Act and state policy. The DOJ's general privacy policy is available at <http://oag.ca.gov/privacy-policy>.

Providing Personal Information. All the personal information requested in the form must be provided. Failure to provide all the necessary information will result in delays and/or the rejection of your request.

Access to Your Information. You may review the records maintained by the CJIS Division in the DOJ that contain your personal information, as permitted by the Information Practices Act. See below for contact information.

Possible Disclosure of Personal Information. In order to process applications pertaining to Live Scan service to help determine the suitability of a person applying for a license, employment, or a volunteer position working with children, the elderly, or the disabled, we may need to share the information you give us with authorized applicant agencies.

The information you provide may also be disclosed in the following circumstances:

- With other persons or agencies where necessary to perform their legal duties, and their use of your information is compatible and complies with state law, such as for investigations or for licensing, certification, or regulatory purposes;
- To another government agency as required by state or federal law.

Contact Information. For questions about this notice or access to your records, you may contact the Associate Governmental Program Analyst at the DOJ's Keeper of Records at (916) 210-3310, by email at keeperofrecords@doj.ca.gov, or by mail at:

Department of Justice
Bureau of Criminal Information & Analysis
Keeper of Records
P.O. Box 903417
Sacramento, CA 94203-4170



CITY OF PORTERVILLE INDEMNIFICATION AGREEMENT

Pursuant to Porterville Municipal Code Chapter 21, Section 601.02(b)(4), and to the fullest extent permitted by law, the “Applicant” (owner of the subject property; or an agent representing the owner, duly authorized to do so in writing by the owner, including, but not limited to, a person with a duly executed written contract or exclusive option to purchase the subject property or a lessee in possession of the subject property) hereby agrees to defend, indemnify and hold harmless the City of Porterville, its officers, attorneys, agents, and employees:

1. From any claims, actions, proceedings or liability of any nature (collectively referred to as proceeding) brought against the City or its officers, attorneys, agents or employees, to attack, set aside, void, or annul:
 - a. Any action or decision by City Staff, City Council or any other City entity related to the subject property.
 - b. Any action taken to provide related environmental clearance or decisions under the California Environmental Quality Act (CEQA) by City Staff, City Council or any other City entity concerning the subject property.

The indemnification is intended to include but not be limited to damages, fees, and/or costs awarded against the City, if any, and cost of suit, attorney’s fees, and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by the Applicant, the City, and/or the parties initiating or bringing such proceeding.

2. The Applicant hereby agrees to indemnify the City for all of the City’s costs, fees, and damages which the City incurs enforcing the indemnification provisions of this Agreement.
3. In the event of a proceeding, the City retains the right to approve counsel to defend the City, all significant decisions concerning the manner in which the defense is conducted, and any and all settlements, which approval shall not be reasonably withheld. The City has the right not to participate in the defense, except that the City agrees to cooperate with the applicant in the defense of the proceeding. If the City chooses its own counsel to defend the City, the fees and expenses of the counsel selected by the City shall be paid by the City. Notwithstanding the above, if the City Attorney’s office participates in the defense, all City Attorney fees and costs shall be paid by the Applicant.
4. The defense and indemnification of the City set forth herein shall remain in full force and effect throughout all stages of litigation including appeals of any lower court judgments rendered in the proceeding.

Print Name and Date

Signature (Owner or Legal Representative)

ORDINANCE NO. 1879

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING CHAPTER 15, ARTICLE VII OF THE PORTERVILLE MUNICIPAL CODE “CANNABIS DISPENSARIES,” ALLOWING ONE ADDITIONAL CANNABIS ADULT-USE DISPENSARY BUSINESS

WHEREAS, California legislation provides that the City of Porterville has the power to regulate commercial cannabis activities, including the regulations of cannabis dispensaries; and

WHEREAS, on May 7, 2019, the City Council of the City of Porterville adopted Ordinance No. 1853, which allows the establishment a limited number of cannabis dispensaries, subject to the regulations set forth below and the location requirements proscribed in Chapter 21 of the Municipal Code (Porterville Development Code);

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE HEREBY ORDAINS as follows:

SECTION 1. Purpose. The purpose of this ordinance is to allow the permitting one additional cannabis adult-use dispensary business, under specific terms and conditions set forth at the City Council’s discretion.

SECTION 2. Section 15-87 of Article VII of Chapter 15 is hereby amended as follows:

15-87: Cannabis Dispensaries Requirements and Restrictions.

- A. Maximum Number of Permits. The number of regulatory permits for dispensaries is limited to no more than two permits plus an additional permit per every 25,000 residents. Said permits may be issued for medical (Type M) or adult use (Type A) businesses as allowed by the State. However, the City Council may, but is not required to, reserve one of the allowed permits for exclusively a medical cannabis dispensary. No applications for regulatory permits shall be accepted or considered for approval by the City until authorized by the City Council, and shall only be accepted under the terms and conditions specifically established by the City Council.
- B. Regulatory Permit/Fees.
 - 1. Regulatory Permit. No person or entity shall operate a Cannabis Dispensary within the City of Porterville without first obtaining a Cannabis Regulatory Permit from the City. The Regulatory Permit shall be site specific and shall specifically identify the commercial cannabis activity that will be allowed at that site. No commercial cannabis activity will be allowed unless specifically identified in the Regulatory Permit.
 - 2. Request for Proposals Processes. The City may conduct initial request for proposals processes for regulatory permit applications (commercial and/or medical), once it determines when dispensary regulatory permits shall become available, and thereafter as

such permits become available. Nothing in this Chapter or Code shall be construed to create an obligation for the City to conduct a request for proposals process for, or to create an obligation to grant a permit to, any cannabis dispensary. The City Council may authorize the initiation of the Request for Proposals Process at any time for any one or more of the available permits, up to the maximum number permitted by this Article.

3. Medical Cannabis Dispensaries.

a. If, after one full year from the City's first issuance of a Request for Proposals solely for a Medical Cannabis Dispensary, no responses are received within the prescribed time period for such responses, the City Council may opt to allow the permit reserved for a medical dispensary to be utilized for an adult-use dispensary, as otherwise permitted by this Chapter.

b. Any Medical Cannabis Dispensary established pursuant to this Chapter must be in operation for a full year before it will be eligible to apply for any transition to an adult-use dispensary (Type A), and any medical cannabis dispensary applying for a transition shall be subject to all the requirements of this Chapter, including applying for a new regulatory permit and entering into a new development agreement.

4. Permit Availability at the Discretion of the City Council. The City shall maintain complete discretion over whether any permit approvals are made, how many permit approvals are made, when permits shall be issued, where the uses may be located (subject to Chapter 21), the terms and conditions under which any or all of the permits are issued, and the manner of permit approvals.

5. Fees. All related fees and charges associated with conducting a request for proposals process, regulatory fee application process, and the granting, administering, and enforcing of the regulatory permits, and any other City costs related to the operations of a dispensary shall be established by Resolution(s) of the City Council, which may be amended from time to time.

- C. Development Agreement. No approval required by this Article shall be given for any permit for a dispensary unless the City Council prior to or concurrently with approves a Development Agreement, setting forth the terms and conditions under which the commercial cannabis activity will operate in addition to the requirements of this Article, all other local ordinances and regulations, state law and such other terms and conditions that will protect and promote the public health, safety and welfare. No use or operation under any permit for a dispensary shall be allowed to begin until the development agreement is effective.
- D. State Law and Other State Laws. The cannabis dispensary shall at all times be in compliance with State Law and the implementing regulations, as they may be amended from time to time, as well as all required State license(s) under State Law, and any other applicable State law. The Operator shall obtain required licenses under State Law prior to opening for business, or if the State is not ready to issue licenses under State Law prior to the time of opening, within twelve (12) months of the State being ready to issue the required license(s). Provided, however, that the Operator shall at all times be in compliance with all other requirements of State Law and implementing regulations, and any other applicable State law, regardless of the timing of the issuance of a license under State Law. The Operator

shall meet or exceed the health and safety requirements of State Law in any operations relating to recreational cannabis.

- E. Register of Employees. The Operator shall maintain a current register of the names of persons required to have Employee Permits. The register shall be available to the Police Chief at all times immediately upon request. All agents, officers, or other persons acting for or employed by a licensee shall display a laminated identification badge issued by the licensee. The identification badge shall, at a minimum, include the licensee's "doing business as" name and license number, the employee's first and last name, and a color photograph of the employee that shows the full front of the employee's face and that is at least 2 inches by 2 inches in size.
- F. Labeling. All cannabis products offered to customers at a retail location must provide testing and labeling at a minimum as required by State law and in compliance with any additional City regulations and as they may be amended.
- G. Signage. All signage shall be subject to approval by the City of Porterville and consistent with the City's Signage Ordinances, and any other policies or guidelines adopted by the City.
- H. Alcoholic Beverages. Alcohol for personal consumption shall not be provided, stored, kept, located, sold, dispensed, or used on the Premises.
- I. Transportation. Transportation shall only be conducted according to activity permitted by State law.
- J. Distribution. There shall be no distributions to the Premises of cannabis or cannabis containing products except from properly licensed and permitted cannabis businesses. City-licensed and permitted cannabis retailers shall not distribute cannabis as a licensed distributor within the City.
- K. Minors. It shall be unlawful for any Operator to employ any person who is not at least twenty- one (21) years of age, or any older age if set by the State.
- L. Hours of Operation. Cannabis Dispensaries shall be allowed to operate per the requirements of the underlying zone district and subject to the City's noise and nuisance ordinances but in no case shall exceed the minimum State standards. Additionally, Cannabis Dispensaries shall not be open before 10 a.m. on weekdays, 9 a.m. on weekends, or remain open after 10 p.m. on weeknights, or 11 p.m. on weekends, Pacific time.
- M. Compliance with Building and Related Codes. The Premises in which the Cannabis Dispensary operations occur shall comply with all applicable local, State and federal laws, rules, and regulations including, but not limited to, building codes and the Americans with Disabilities Act, as certified by the Building Official of the City. The Operator shall obtain all required building permits and comply with all applicable City standards.
- N. Secure Building. All Cannabis Dispensary operations shall occur entirely inside of a building that shall be secure, locked, and fully enclosed, with a ceiling, roof or top. The building shall include a burglar alarm monitored by an alarm company or private security company. The building, including all walls, doors, and the roof, shall be of solid

construction meeting the minimum building code requirements for commercial structures and include material strong enough to prevent entry except through an open door.

O. Premises Security. The following security conditions shall apply:

1. Alarm System (both perimeter, fire and panic). A licensee shall maintain an alarm system as defined in Business and Professions Code section 7590.1(n). A licensee shall ensure a licensed alarm company operator or one or more of its registered alarm agents installs, maintains, monitors, and responds to the alarm system.
2. Remote monitoring of alarm systems.
3. Exterior lighting systems for after-hours security.
4. Exterior and interior camera systems approved by the Police Chief. The camera systems shall meet the minimum requirements of State Law, include interior monitoring of all access points of the site from the interior, and be of a minimum 5 mega pixels in resolution. Cameras shall record continuously 24 hours per day and at a minimum of 20 frames per second. Areas monitored are defined by State law.
5. All security systems at the site are attached to an uninterruptable power supply that provide continuous power.
6. The Porterville Police Department or Department designee shall have access to all security systems.
7. Subject to the provisions below regarding the use and handling of Confidential Information, IP access for remote monitoring of security cameras by the Porterville Police Department or Department designee.
8. Subject to the provisions below regarding the use and handling of Confidential Information, any and all video or audio tape recordings made for security or other purposes shall be marked with the date and time made and shall be kept, in an unaltered state, for a period of thirty (30) days and must be made available to the Porterville Police Department or Department designee for duplication upon demand. In addition, upon request by the Porterville Police Department the Responsible Party shall duplicate the records for the Porterville Police Department or Department designee.
9. Hardened bullet resistant windows for exterior windows as part of any new or existing construction.
10. Accounting software systems need to be in place to provide audit trails of both product and cash, where applicable.
11. Electronic track and trace systems for cannabis products shall be utilized as approved by the City and as required by State law.
12. Premises may be inspected and records of the Business Owner audited by the City for compliance on a quarterly basis or at any reasonable time at the City's discretion.

13. State of the art network security protocols and equipment need to be in place to protect computer information.
14. The foregoing requirements shall be approved by the Police Chief prior to commencing operations. The Police Chief may supplement these security requirements once operations begin, subject to review by the City Council if requested by the Business Owner.
15. The City, Police Chief, Police Department employees, and any other law enforcement official acting under the direction of the Police Chief who access the Premises and video and/or audio feeds or recordings of the Premises ("Recipients") may receive or be provided with confidential information relating to the Cannabis dispensary, which may include the following: data, records, plans, and matters relating to customers, vendors, tenants, agreements, and business records (collectively "Confidential Information"). To the extent Confidential Information is acquired without a warrant for access to the Premises and video and/or audio feeds or recordings as authorized under this section, the Recipients shall, to the maximum extent possible, keep such Confidential Information confidential and not disclose the Confidential Information to any third parties. Provided, however, that the Recipients may disclose Confidential Information to the State or Federal courts in California in connection with any criminal law enforcement action against the Business Owner or Operator, (including its employees, contractors and agents conducting business within the Premises) arising from or related to the Cannabis dispensary, but only to the extent it is necessary and relevant to such criminal prosecution, and the Recipients shall file any such documents under seal to the extent they contain any Confidential Information. Notwithstanding the foregoing, the City may disclose Confidential Information:
 - a. As may be required by the California Public Records Act or pursuant to a civil subpoena, provided however, the City shall notify the Operator and provide the Operator with a reasonable opportunity to obtain a protective order before disclosing the Confidential Information
 - b. In connection with any City enforcement proceeding relating to compliance with City's Municipal Code and this section, but only to the extent the Confidential Information is relevant to the proceeding.

P. Delivery.

1. All deliveries of cannabis goods must be performed by a delivery employee of a licensed dispensary.
2. Each delivery employee of a licensed dispensary shall be at least 21 years of age.
3. A licensed dispensary shall not use the services of an independent contractor or courier service to deliver cannabis goods.
4. All deliveries of cannabis goods shall be made in person. A delivery of cannabis goods shall not be made through the use of an unmanned vehicle.

5. A delivery employee begins the process of delivering when the delivery employee leaves the dispensary premises with the cannabis goods for delivery. The process of delivering ends when the delivery employee returns to the licensed dispensary premises after delivering the cannabis goods to the cannabis patients or primary caregivers.
 6. A delivery employee of a licensed dispensary shall, during deliveries, carry a copy of the dispensary's current license, the employee's government-issued identification, and an employer provided badge containing a picture and the name of the delivery employee.
 7. A licensed dispensary shall maintain an accurate list of the dispensary's delivery employees.
- Q. Deliveries of Supplies and Transportation of Product. The following rules apply to the deliveries and transportation:
1. Deliveries to the Premises of supplies shall only occur as provided for in the diagram and floor plan on file with the City as part of the application process. Delivery vehicles shall not have any markings indicating that deliveries are being made to a Cannabis Dispensary.
 2. The transportation of cannabis samples and product to and from the Premises shall be in unmarked vehicles with no indication that the vehicles are transporting cannabis samples and products. The Responsible Party shall stagger transportation times, vary routes from the facility, and take other security measures as requested by the Police Chief.
- R. Premises Maintenance. The Business Owner, Operator, and all Responsible Parties shall continually maintain the Premises and its infrastructure so that it is visually attractive and not dangerous to the health, safety and general welfare of employees, patrons, surrounding properties, and the general public, and in accordance with the conditions and site plan approved with the Development Agreement. The Premises of the Cannabis Dispensary shall not be maintained in a manner that causes a public or private nuisance.
- S. In addition to any regulations, policies, or procedures authorized to be adopted by the City in accordance with this Article or this Code, the City Manager, or his or her designee, is authorized to establish any addition rules, regulations, policies and standards governing the: application review and approval process, the issuance, denial or renewal of cannabis dispensary regulatory permits, the ongoing operation of commercial cannabis dispensary businesses and the City's oversight of same; and/or concerning any other subject determined to be necessary to carry out the intent and purposes of this Article. Additional rules, regulations, policies and standards shall be published to the City's website and maintained and available to the public if the Office of the City Clerk.
- T. Indemnification and Limitations on City's Liability.
1. To the fullest extent permitted by local, state, and/or federal law, the City shall not assume any liability whatsoever with respect to having issued a regulatory permit or executed

a development agreement pursuant to this Article, or otherwise approving the operation of any commercial cannabis business.

2. As a condition to the approval of any regulatory permit and approval of a development agreement, the applicant shall be required to execute an agreement, in a form approved by the City Attorney, agreeing to indemnify, defend at the applicant's sole cost and expense, and hold harmless the City, and its officers, officials, employees, representatives, and agents from any against all claims, losses, damages, injuries, liabilities or losses which arise out of, or which are in any way related to the City's drafting, adoption and passage of regulations, related resolutions, policies, rules and guidelines, allowing cannabis dispensaries or in the future making any regulatory amendments; the City's issuance of the regulatory permit; the City's approval and execution of a development agreement; the City's decision to approve the operation of the dispensary; the process used by the City in making the decision to issue, approve or deny a permit or a development agreement; and/or the alleged violation of any federal, state or local laws by the dispensary or any of its officers, employees or agents.

3. The dispensary shall maintain insurance at coverage limits and with conditions thereon determined necessary and appropriate from time to time by the City.

4. The dispensary shall reimburse the City for all costs and expenses, including but not limited to attorney fees and court costs, which the City may be required to pay as a result of any legal challenge related to the City's approval of the applicant's regulatory permit, or related to the City's approval of the applicant's commercial cannabis activity, or the City's approval of a development agreement. The City may, at its sole discretion, participate at its own expense in the defense of such action, but such participation shall not relieve any of the obligations imposed hereunder.

5. The terms and provisions as enumerated in this section related to indemnification and limitation on the City's liability shall be an explicit term of a regulatory permit and a development agreement that an applicant and permittee shall agree to in order for same to be valid.

SECTION 3. CEQA REVIEW. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3) [there is no possibility the activity in question may have a significant affirmative effect on the environment]. In addition to the foregoing general exemption, the City Council further finds that the ordinance is categorically exempt from review under CEQA under the Class 8 categorical exemption [regulatory activity to assure the protection of the environment]. The City Manager is hereby directed to ensure that a *Notice of Exemption* is filed pursuant to CEQA Guidelines section 15062 [14 C.C.R. § 15062].

SECTION 4. NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Porterville, or any official, employee or agent thereof.

SECTION 5. PENDING ACTIONS. Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Porterville hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

SECTION 7. CONSTRUCTION. The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Porterville Municipal Code as amended by this ordinance are substantially the same as provisions in the Porterville Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 9. EFFECTIVE DATE. The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the enactment hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in the Porterville Recorder, a newspaper printed and published in the City of Porterville, State of California, together with the names of the Council members voting for and against the same.

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

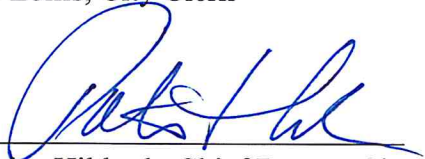


 Adrian Monte Reyes, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____


 Patrice Hildreth, Chief Deputy City Clerk

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

I, JOHN D. LOLLIS, the duly qualified City Clerk of the City of Porterville do hereby certify:

THAT the foregoing ordinance is a true and correct copy of Ordinance No. 1879, passed and adopted by the Council of the City of Porterville at a regular meeting held on the 16th day of February, 2021, that said ordinance has been duly published pursuant to law, and that by the terms and provisions of the Charter of the City of Porterville, said ordinance to become effective on the 18th day of March, 2021, at which time said ordinance is deemed to be in full force and effect.

THAT said ordinance was introduced by Council and the same was duly passed and adopted by the following vote:

COUNCIL:	PEÑALOZA	REYES	FLORES	STOWE	CARRILLO
AYES:	X	X	X		
NOES:				X	
ABSTAIN:					X
ABSENT:					

JOHN D. LOLLIS, City Clerk



By: Fernando Gabriel-Moraga, Deputy City Clerk

ORDINANCE NO. 1880

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING CHAPTER 21 (DEVELOPMENT CODE), SERIES 300, SECTION 301.23 OF THE PORTERVILLE MUNICIPAL CODE ALLOWING ONE ADDITIONAL CANNABIS ADULT-USE DISPENSARY BUSINESS

WHEREAS, California legislation provides that the City of Porterville has the power to regulate commercial cannabis activities, including the regulations of cannabis dispensaries; and

WHEREAS, on May 7, 2019, the City Council of the City of Porterville adopted Ordinance Nos. 1853 and 1854, which allow the establishment a limited number of cannabis dispensaries, subject to the regulations set forth below and the location requirements proscribed in Chapter 21 of the Municipal Code (Porterville Development Code); and

WHEREAS, the City Council of the City of Porterville desires to allow one additional adult use cannabis dispensary, subject to additional terms and conditions that it may proscribe;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE
HEREBY ORDAINS** as follows:

SECTION 1. Purpose. The purpose of this ordinance is to allow the permitting one additional cannabis adult-use dispensary business, under specific terms and conditions set forth at the City Council's discretion.

SECTION 2. Section 301.21 of Series 300 of Chapter 21 (Development Code) is hereby amended as follows:

301.23: CANNABIS CULTIVATION, USE, AND COMMERCIAL ACTIVITIES:

A. Purpose and Intent:

1. The City Council, based on evidence presented to it in the proceedings leading to the adoption of this chapter, hereby finds that the cultivation, preparation, and distribution of cannabis in the City has caused and is causing ongoing impacts to the community. These impacts include increases in various types of crime due to outdoor grows, damage to buildings containing indoor grows, including improper and dangerous electrical alterations and use, inadequate ventilation leading to mold and mildew, increased frequency of home-invasion robberies and related crimes. Many of these impacts have fallen disproportionately on residential neighborhoods, but nonetheless also negatively impact properties in the Commercial Districts. These impacts have also created an increase in response costs, including Code enforcement, building, land use, fire, and police staff time and expenses.

2. The City Council finds that the restrictions and/or prohibitions on non-commercial cultivation, commercial marijuana cultivation, marijuana processing, marijuana delivery, and marijuana dispensaries are necessary for the preservation and protection of the public health, safety, and welfare for the City and its community. The City Council's prohibition of such activities is within the authority conferred upon the City Council in its Charter and State law.

3. The purpose of this section is to restrict non-commercial cultivation, and to restrict and/or prohibit the establishment of commercial cannabis uses in the City.

B. Interpretation and Applicability:

1. Nothing in this section is intended to, nor shall it be construed to, preclude a landlord from limiting or prohibiting cannabis cultivation, smoking or other related activities by tenants.

2. Nothing in this section is intended to, nor shall it be construed to, burden any defense to criminal prosecution otherwise afforded by California law.

3. Nothing in this section is intended to, nor shall it be construed to, exempt any cannabis related activity from any and all applicable local and State construction, electrical, plumbing, land use, or any other building or land use standards or permitting requirements.

4. Nothing in this section is intended to, nor shall it be construed to, make legal any cultivation, transportation, sale or other use of cannabis that is otherwise prohibited under California law.

5. All cultivation activities within City limits shall be subject to the provisions of this section and other applicable provisions of this Code, regardless of whether the cultivation activities existed or occurred prior to adoption of this section.

C. Definitions: For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

ACCESSORY STRUCTURE: A residential accessory structure shall include any uses that are customarily related to a residence, including garages, greenhouses, storage sheds, studios, and workshops. Any accessory structure must be compliant with section 301.01 of this article and any other applicable provisions of the Municipal Code.

CANNABIS (AND/OR MARIJUANA): Means any or all parts of the plant *Cannabis sativa* linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, or any other strain or varietal of the genus of *Cannabis* that may exist or hereafter be discovered or developed that has psychoactive or medicinal properties, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purposes of this Code, "cannabis" does not mean "industrial hemp" as defined by section 11018.5 of the California Health and Safety Code.

CANNABIS ACCESSORIES: Is defined in chapter 15, article VII of the Municipal Code.

CANNABIS DISPENSARY: Is defined in chapter 15, article VII of the Municipal Code.

CANNABIS (OR MARIJUANA) COLLECTIVE OR COOPERATIVE OR COLLECTIVE: Includes any group that is collectively or cooperatively cultivating and distributing marijuana for medical purposes that is organized in the manner set forth in the August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, as may be amended from

time to time, that was issued by the Office of the Attorney General for the State of California, or for the purposes set forth in California Health and Safety Code section 11362.5 (Compassionate Use Act) of California Health and Safety Code sections 11362.7 to 11362.83 (Medical Marijuana Program Act).

CANNABIS PRODUCT: Is defined in chapter 15, article VII of the Municipal Code.

COMMERCIAL CANNABIS ACTIVITY: Is defined in chapter 15, article VII of the Municipal Code.

CONCENTRATED CANNABIS: Is defined in chapter 15, article VII of the Municipal Code.

DELIVERY: Is defined in chapter 15, article VII of the Municipal Code.

DISTRIBUTION: Is defined in chapter 15, article VII of the Municipal Code.

MAUCRSA: Means the Medicinal and Adult-Use Cannabis Regulation and Safety Act as codified in division 10 of the California Business and Professions Code, as the same may be amended from time to time.

MANUFACTURE: Is defined in chapter 15, article VII of the Municipal Code.

MEDICAL CANNABIS DISPENSARY: Is defined in chapter 15, article VII of the Municipal Code.

PERSONAL (NON-COMMERCIAL) CULTIVATION: Means any activity involving the growing, planting, harvesting, drying, curing, grading, or trimming, and includes processing of cannabis when done for individual (noncommercial) purposes.

PROCESSING: Is defined in chapter 15, article VII of the Municipal Code.

D. Severability: If any part of this section is held to be invalid or inapplicable to any situation by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this section.

E. Personal (Non-Commercial) Cultivation And Other Activities: Personal, non-commercial cultivation and other activities including drying, harvesting, processing, smoking, and use are restricted pursuant to this section and/or chapter 18, article XI of the Municipal Code. Nothing in this section shall prohibit a person twenty one (21) years of age or older from engaging in the cultivation of six (6) or fewer live cannabis plants within a single private residence, or inside an accessory structure located upon the grounds of a private residence. Alternatively, the six (6) or fewer plants may be grown outdoors within a locked space that is not visible by normal, unaided vision from a public place or from the surrounding properties. Additionally, the following requirements apply:

1. There shall be no exterior evidence of cannabis cultivation occurring at any property, from the public right-of-way.

2. Cannabis cultivation lighting shall not exceed one thousand two hundred watts (1,200 W).

3. If grown in an accessory structure, the structure(s) shall at all times meet the requirements of the latest adopted version of the California Building, Fire, Mechanical, Electrical

and Plumbing Codes (collectively California Codes). All required electrical permits must be obtained pursuant to the California Codes and applicable regulations, and proper permits must be obtained from the Building Division prior to performing any work on electrical wiring or rewiring.

4. If required by the California Codes, the wall(s) adjacent to the cultivation area shall be constructed with five-eighths inch ($\frac{5}{8}$ ") type X moisture-resistant drywall.

5. Cannabis cultivation areas shall be secured by a functioning audible alarm at all times during growing seasons.

6. The growing of cannabis outdoors shall comply with setback requirements for the primary residence on the property subject to the zoning classification of the property.

7. Cannabis plants grown outdoors shall be grown in an area enclosed with a solid view obscuring fence, secured with self- closing and locking gates.

8. Areas for cultivation of cannabis shall be secured, locked, and fully enclosed, and rendered inaccessible to minors.

9. All restrictions set forth in chapter 18, article XI of the Municipal Code, applicable to cultivation, shall be complied with.

F. Prohibited Uses And Activities:

1. With the exception of cannabis dispensaries as set forth further in this section, and as regulated in chapter 15, article VII of the Municipal Code, commercial cannabis activity, whether or not for profit, is expressly prohibited in all zones, specific plans areas, and overlay zones of the City. No person shall establish, operate, maintain, conduct, allow or engage in commercial cannabis activity anywhere within the City, unless expressly permitted by this section or elsewhere in the Municipal Code.

2. A property owner shall not rent, lease or otherwise permit any person or business that engages in commercial cannabis activity to occupy real property in the City, unless the commercial activity is expressly permitted by the Municipal Code, and the activity at that location has been expressly authorized by the City in accordance with applicable City regulations and State laws. A property owner shall not allow any person or business to establish, operate, maintain, conduct, or engage in unauthorized commercial cannabis activity on any real property owned or controlled by that property owner that is located in the City.

3. Unless expressly authorized by the Municipal Code, subsection F1 of this section shall prohibit all activities for which a State license is required pursuant to MAUCRSA, as the same may be amended from time to time. Accordingly, the City shall not issue any permit, license, or other entitlement for any activity for which a State license is required under the MAUCRSA, as the same may be amended from time to time, except for activities expressly authorized and permitted by the City. The City shall also not issue any local license to a nonprofit entity pursuant to California Business and Professions Code section 26070.5, except as expressly authorized and permitted by the City.

G. Permitted Use:

1. Location: Commercial cannabis dispensary uses shall be allowed to be established and operated by business owners (as defined in section 15-85 of the Municipal Code), that meet all of the requirements specified in this section and chapter 15, article VII of the Municipal Code, in the DR-N, DR-S, DR-D, D-MX, D-GC, and Airport Industrial Zone Districts of the City, subject to having a valid State license for the operations, having a regulatory permit from the City, obtaining a City business license, and having entered into a Development Agreement between the business owners and the City. Any cannabis dispensary permitted to be established shall at all times be in compliance with this section and chapter 15, article VII of the Municipal Code, as it may be amended from time to time or repealed and replaced by another section governing cannabis dispensary operation, but subject to the terms and conditions within the applicable Development Agreement.

2. Number Of Permits: The number of regulatory permits for cannabis dispensaries is limited to no more than ~~one~~two permits, plus an additional permit for every twenty five thousand (25,000) residents. The City Council may reserve one of the allowed permits exclusively for a medical cannabis dispensary use, in conformity with the applicable regulations set forth in chapter 15, article VII of the Municipal Code.

3. Distance Separation From Schools: All cannabis dispensaries shall comply with the distance separation requirements from schools as required by State law. In addition, a cannabis dispensary shall not be located within six hundred feet (600') from any existing school or proposed school site as identified in the General Plan. Measurements shall be from property boundary to property boundary. For purposes of this section, school means any public or private school providing instruction in kindergarten or grades 1 - 12, inclusive, but does not include any private school in which education is primarily conducted in private homes. The distance specified in this section shall be measured in the same manner as provided in subdivision (c) of section 11362.768 of the Health and Safety Code unless otherwise provided by law.

4. Building Property Requirements: All building property requirements set forth in chapter 15, article VII of the Municipal Code shall also apply and are hereby incorporated by reference as if set forth fully herein.

5. Additional Requirements: Cannabis dispensary uses are additionally subject to all setback, signage, and other requirements applicable to the zone classifications they are located in, in addition to any applicable requirements set forth in this chapter and the Municipal Code, as well as the Downtown Design Guidelines, in applicable zone districts.

H. Enforcement: Any violation of this section is subject to any and all penalties as prescribed in the Municipal Code, in addition to being subject to other remedies provided by law, including but not limited to, injunctive relief, nuisance abatement action, summary abatement of immediately hazardous conditions, and all other applicable fines, penalties and remedies. This section is adopted to address public health and safety issues, and as such, carries with it an express legislative intent to be interpreted strictly, enforced with an emphasis on public and community safety, and enforced rigorously in a manner such as to deter further violations. In any civil action brought pursuant to this section, a court of competent jurisdiction may award reasonable attorneys' fees and costs to the prevailing party. Notwithstanding the penalties set forth in the Municipal Code, no provision of this section or the Municipal Code authorizes a criminal prosecution, arrest or penalty inconsistent with or prohibited by Health and Safety Code section 11362.71 et seq., or section 11362.1 et seq., as the same may be amended from time to time. In the event of any conflict between the penalties enumerated under the Municipal Code

and any penalties set forth in State law, the maximum penalties allowable under State law shall govern. (Ord. 1854, 5-7-2019)

SECTION 3. CEQA REVIEW. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3) [there is no possibility the activity in question may have a significant affirmative effect on the environment]. In addition to the foregoing general exemption, the City Council further finds that the ordinance is categorically exempt from review under CEQA under the Class 8 categorical exemption [regulatory activity to assure the protection of the environment]. The City Manager is hereby directed to ensure that a *Notice of Exemption* is filed pursuant to CEQA Guidelines section 15062 [14 C.C.R. § 15062].

SECTION 4. NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Porterville, or any official, employee or agent thereof.

SECTION 5. PENDING ACTIONS. Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Porterville hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

SECTION 7. CONSTRUCTION. The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Porterville Municipal Code as amended by this ordinance are substantially the same as provisions in the Porterville Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 9. EFFECTIVE DATE. The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the enactment hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in the Porterville Recorder, a newspaper printed and published in the City of Porterville, State of California, together with the names of the Council members voting for and against the same.

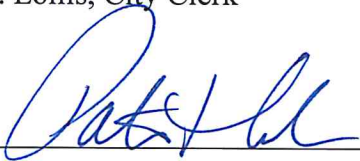
PASSED, APPROVED AND ADOPTED this 16th day of February, 2021.



Adrian Monte Reyes, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 

Patrice Hildreth, Chief Deputy City Clerk

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

I, JOHN D. LOLLIS, the duly qualified City Clerk of the City of Porterville do hereby certify:

THAT the foregoing ordinance is a true and correct copy of Ordinance No. 1880, passed and adopted by the Council of the City of Porterville at a regular meeting held on the 16th day of February, 2021, that said ordinance has been duly published pursuant to law, and that by the terms and provisions of the Charter of the City of Porterville, said ordinance to become effective on the 18th day of March, 2021, at which time said ordinance is deemed to be in full force and effect.

THAT said ordinance was introduced by Council and the same was duly passed and adopted by the following vote:

COUNCIL:	PEÑALOZA	REYES	FLORES	STOWE	CARRILLO
AYES:	X	X	X		
NOES:				X	
ABSTAIN:					X
ABSENT:					

JOHN D. LOLLIS, City Clerk



By: Fernando Gabriel-Moraga, Deputy City Clerk



CITY COUNCIL AGENDA – DECEMBER 21, 2021

SUBJECT: Bid Results - Animal Shelter

SOURCE: Engineering and Project Management

COMMENT: On November 17, 2021, staff received a single bid for the Animal Shelter Project. The project includes the remodel of an existing building to create an Animal Shelter at 185 N. D Street. The project was bid as a whole and included frontage improvements along D Street and detailed four deductive alternate components to the project; these are items that could be removed from project award if there were budget constraints created by higher than anticipated bids. The proposed trail section adjacent to the Animal Shelter property will be designed and constructed separately as part of the Butterfield Stage Corridor Active Transportation Program (ATP) grant project. This project location required hazardous materials remediation, which was previously approved and accepted by the City Council.

The Consultant's Estimate of Probable Cost for all components of the project was \$7,086,791.62. The sole bid presented by Klassen Corporation of Bakersfield is \$6,995,650.00, which is \$91,141.62 less than the Consultant's Estimate. On further evaluation of the bid received it was determined that whilst the overall bid amount was less than the consultant's estimate, the base portion of the bid (the overall project minus the deductive alternates and D Street improvements) was 51.39% higher than the consultant's estimate; the consultant's estimate was \$4,393,142.30 and the bid was \$6,650,850.

Having received only one bid for this project it is difficult to determine if the difference found in the base project price is due to current market conditions or not. Staff believes a responsible fiscal approach for this project would be to reject all bids and have the design re-evaluated and modified and then re-bid the project in the hopes of attracting more than one bid.

The bid breakdown is as follows:

<u>Contractor</u>	<u>Base Project</u>	<u>Ded. Alt. 1</u>	<u>Ded. Alt. 2</u>	<u>Ded. Alt. 3</u>	<u>Ded. Alt. 4</u>	<u>D St.</u>	<u>Total</u>
Klassen Corporation Bakersfield, CA	\$6,650,850	\$20,000	\$15,000	\$70,000	\$50,000	\$189,800	\$6,995,650
						0	0

Funding for the project includes up to \$400,000 of Local Transportation Funds for the D Street improvements and \$7,886,435 General Fund / Measure I fund Reserves for the remainder of the project.

RECOMMENDATION: That City Council:

1. Reject the one bid received; and
2. Authorize staff to re-evaluate the design and the project with the design consultant for future re-bid of project.

ATTACHMENTS: 1. Locator Map

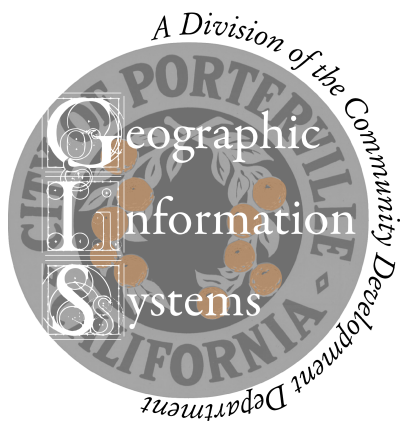
Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager



Porterville Animal Shelter 185 North D Street Project Locator Map



CITY COUNCIL AGENDA – DECEMBER 21, 2021

SUBJECT: Resolutions Authorizing and Approving Land Purchase Contracts and Easements with United States of America and Tea Pot Dome Water District Affecting APNs 302-100-015, 302-130-028, 302-130-008, 302-130-007, 302-130-019, and 302-130-021

SOURCE: Community Development

COMMENT: The United States Department of the Interior, Bureau of Reclamation contacted City staff through Bender Rosenthal Incorporated to negotiate property transactions to allow for the Friant-Kern Canal Middle Reach Capacity Correction Project. On December 7, 2021, pursuant to a noticed item for Closed Session, the City Council authorized approval of the real property transactions. The transactions include the sale of real property and easements to the Bureau of Reclamation as well as to the Tea Pot Dome Water District. The transactions outlined in the attached agreements impact APNs 302-100-015, 302-130-028, 302-130-008, 302-130-007, 302-130-019, and 302-130-021. The subject properties are located in the southwest quadrant of the city, near the airport. A portion of the proceeds from the transactions will fund the improvements required to mitigate the effects of vacating the property performed by City staff.

RECOMMENDATION: That the City Council adopt the draft Resolutions for the real property transactions affecting APNs 302-100-015, 302-130-028, 302-130-008, 302-130-007, 302-130-019, and 302-130-021 and authorize the Mayor and City Manager to sign all necessary documents to complete the sale of real property and easements.

ATTACHMENTS:

1. Locator Map
2. Draft Resolution Bureau of Reclamation APN 302-130-015
3. Land Purchase Contract APN 302-130-015
4. Draft Resolution Teapot Dome APN 302-100-015
5. Purchase and Sale Agreement Tea Pot Dome APN 302-100-015
6. Easement APN 302-100-015
7. Draft Resolution APN 302-130-028
8. Land Purchase Contract APN 302-130-028
9. Temporary Construction Easement APN 302-130-028
10. Access Easement to City of Porterville APN 302-130-028
11. Easement APN 302-130-027
12. Non Exclusive Easement APN (302-130-007) (302-130-

- 019) (302-130-021)
13. Temporary Construction Easement APN 302-130-015

Appropriated/Funded:

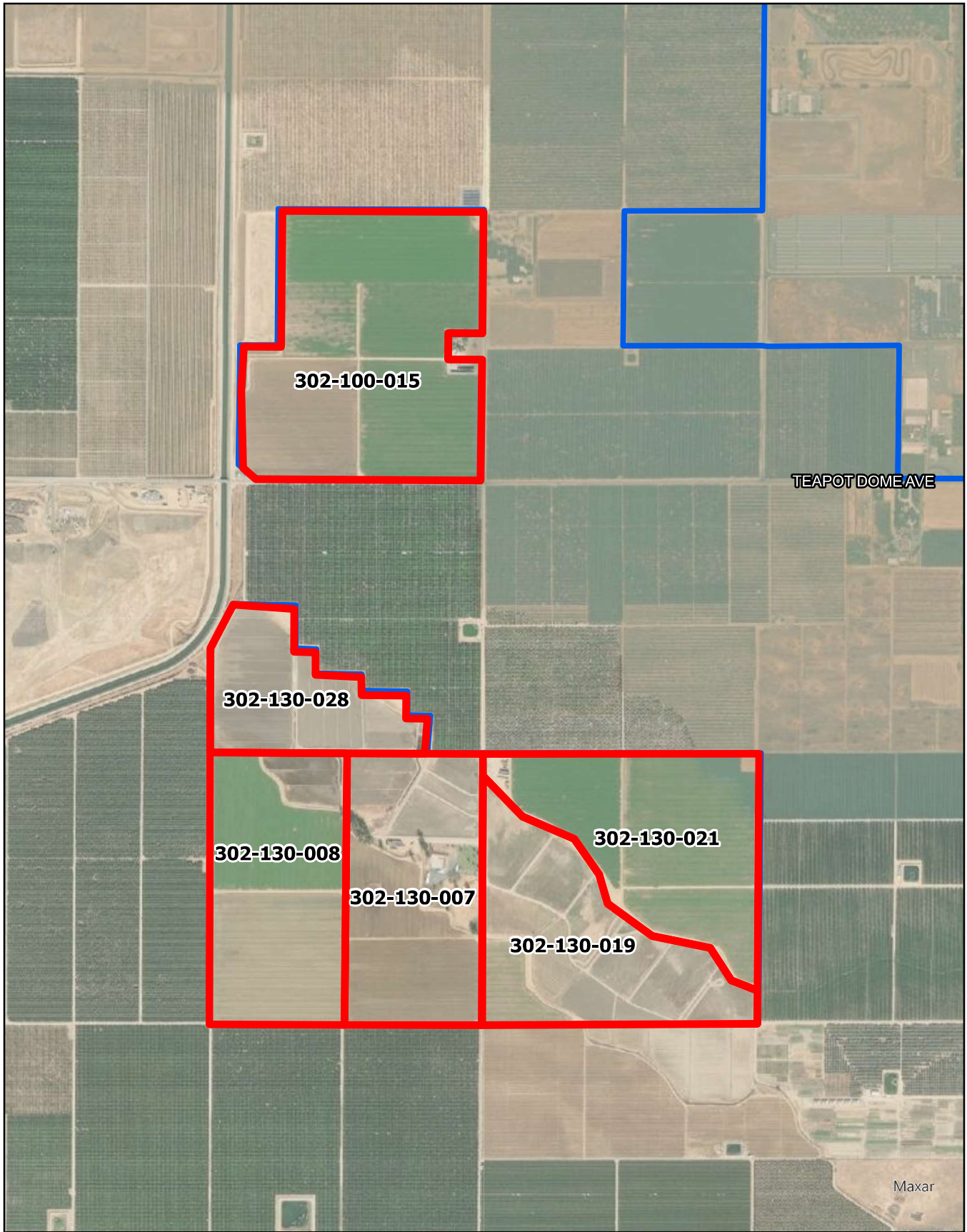
Review By:

Department Director:

Jason Ridenour, Community Development Director

Final Approver: John Lollis, City Manager

Locator Map



-  Selected Parcels
-  City Limits

0 1,000 2,000 Feet



RESOLUTION NO. _____-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE CONVEYING GRANT DEEDS IN FEE FOR REAL PROPERTY
UNITED STATES OF AMERICA, DEPARTMENT OF THE INTERIOR, BUREAU OF
RECLAMATION

WHEREAS, the City Council of the City of Porterville desires to convey, at fair market value, property it owns to the United States Department of the Interior, Bureau of Reclamation, in the furtherance of the Bureau of Reclamation's efforts for the Friant Kern Canal Middle Reach Capacity Correction Project and

WHEREAS, the City Council finds and declares that property to be conveyed is "exempt surplus land" pursuant to California Government Code Section 54221(f)(1)(D), as it is surplus land that is being transferred to a federal agency for the agency's use.

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

1. The City of Porterville hereby authorizes conveyance of land and easement by a Grant Deed in fee to United States of America, acting by and through its Department of the Interior, Bureau of Reclamation, real property, in the City of Porterville, County of Tulare, State of California, to-wit: See Exhibits "A, B, D, and E" attached hereto and made a part thereof.

2. BE IT FURTHER RESOLVED that the purchase price of \$326,400 is hereby approved with the City to open escrow account, pay the normal and customary escrow fees, that the Mayor is hereby authorized to sign any and all necessary documents to effect the transaction, and that said deed shall be recorded in the office of the Tulare County Recorder.

Adrian Monte Reyes, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

**UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION**

FRIANT KERN CANAL MIDDLE REACH CAPACITY CORRECTION PROJECT

LAND PURCHASE CONTRACT

THIS LAND PURCHASE CONTRACT, made this ____ day of _____, 2021, pursuant of the Act of Congress approved June 17, 1902 (32 Stat. 388) as amended and supplemented and particularly the Reclamation Project Act of 1939 (53 Stat. 187) is entered into, by and between the **UNITED STATES OF AMERICA**, acting by and through its Department of the Interior, Bureau of Reclamation, hereafter called (United States), and

City of Porterville, a municipal corporation

hereinafter called (Vendor).

WITNESSETH, that for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto do covenant and agree as follows:

The Vendor shall sell and by good and sufficient deed convey to the United States, free of lien or encumbrance, except as otherwise provided herein, the **FEE SIMPLE** title to a parcel of land located in the County of Tulare, State of California, containing 5.85± acres more or less, and further described at **EXHIBIT "A"** and illustrated on the map at **EXHIBIT "B"**, both of which exhibits are attached hereto and made a part hereof.

The Vendor shall sell and by good and sufficient deed convey to the United States, free of lien or encumbrance, except as otherwise provided herein, the **NON-EXCLUSIVE ROAD ACCESS EASEMENT** title to a parcel of land located in the County of Tulare, State of California, containing 1.23± acres more or less, and further described at **EXHIBIT "C"** and illustrated on the map at **EXHIBIT "D"**, both of which exhibits are attached hereto and made a part hereof.

TOGETHER WITH, Any and all water rights, water, ditches and ditch rights-of-way, reservoirs, springs, easements and profits thereunto belonging or in anywise appertaining which are now or hereafter may be used on the aforesaid premises which in any manner entitle said Vendor, their heirs, successors or assigns, to water for irrigation or domestic purposes on said premises; and,

All and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all the estate, title, dower, right of homestead, claim or demand whatsoever of the said Vendor.

SUBJECT TO, Any existing rights-of-way, only of timely record legally recorded in their proper jurisdictional public recording office, in favor of the public or in third parties for roads, railroads, telephone lines, transmission lines, ditches, conduits, or pipelines on, over or across said lands, including all rights-of-way heretofore granted to the United States.

THE TERMS AND CONDITIONS OF THIS OFFER ARE AS FOLLOWS:

1. The United States shall purchase said property on the terms herein expressed, and on execution and delivery of the deed required by this Article, and approval by the proper officials of the United States, it shall cause to be paid to the Vendor as full purchase price the sum of THREE HUNDRED TWENTY SIX THOUSAND FOUR HUNDRED DOLLARS (\$326,400.00) by United States Treasury warrant or fiscal officer's check on approval of the Vendor's title, provided the Vendor executes and delivers a good and sufficient general warranty deed conveying said property on the terms herein expressed.

2. The Vendor shall procure, with assistance from the United States, and have recorded all assurances of title and affidavits which the Vendor may be advised by the United States are necessary and proper to show in the Vendor complete fee simple unencumbered title to said property subject only to the interests, liens, or encumbrances expressly provided herein. Abstracts or certificates of title or title insurance will be procured by the United States at its expense unless otherwise provided in this contract. The expense of recording this contract and the deed required by Article 1 shall be borne by the United States.

a. The United States, if billed, may pay direct to the billing party or may reimburse the Vendor in an amount deemed by the United States to be fair and reasonable any transfer taxes, and similar expenses incidental to conveying the real property described herein to the United States.

b. The Vendor agrees to furnish the United States evidence that these items of expenses have been billed to and paid by them, and further agrees that the United States alone shall determine the fairness and reasonableness of the expenses to be paid.

3. In the event that liens or encumbrances other than those expressly provided herein do exist, the United States may, at its option, remove any and all such outstanding liens and encumbrances by reserving from the purchase price herein set forth the necessary amount and discharge same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrance as against this contract, nor as an assumption of any lien or encumbrance by the United States.

4. It is agreed that, at its election, the United States may draw its initial check in payment for the above-described real estate to the order of the title contractor or closing agent, and the Vendor hereby authorizes the said contractor or agent to cash the check and make disbursements out of the

proceeds to satisfy and pay any taxes, assessments, and encumbrances which are a lien against the real estate; to purchase any Federal or State documentary revenue stamps; to pay any State and local recording or transfer taxes where required, and any other expenses incident to the closing of title which are properly chargeable to the Vendor; and to remit the balance of the proceeds to Vendor; together with an itemized statement of the payments made on Vendor's behalf.

5. This contract shall become effective to bind the United States to purchase said property immediately on its execution by the contracting officer acting under the authority of the Secretary of the Interior. This contract shall inure to the benefit of and be binding on the heirs, executors, administrators, and assigns of the Vendor and the assigns of the United States.

6. As part of the consideration for the purchase described herein, and notwithstanding the provisions of California Civil Code Section 1542, the Vendor, Vendor's heirs, successors and assigns, shall absolutely and unconditionally release, remise, discharge, indemnify and hold harmless the United States, its successors, assigns, and agents from any and all actions or causes of action, suits, claims, complaints, contracts, liabilities, agreements, promises, torts, debts, damages, controversies, judgments, rights and demands, whether existing or contingent known or unknown, which arise out of damage to the Vendor's property that is the subject of this Contract. This release shall be intended by the Vendor to be all encompassing and to act as a full and total release of any claims, whether specifically enumerated herein or not, that the Vendor may have or has had against the United States, its successors, assigns, and agents relative to United States' action that may have impacted or may impact the said property, including but not limited to, any claims arising from any contract, whether oral or written, express or implied; any tort; any claim for equity or other benefits; or any other statutory and/or common law claim.

7. As part of the consideration for this purchase described herein, the Vendor, Vendor's heirs, successors, and assigns, shall absolutely and unconditionally fully waive, releases and discharge the United States, its successors, assigns, and agents from and against any all manner of rights, demands, liabilities, obligations, claims, damages and future relocation benefits associated with the Vendor's premises.

8. The Vendor warrants that the Vendor has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the United States the right to annul the contract, or in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business with others than the United States.

9. If the Secretary of the Interior determines that the title should be acquired by the United States by judicial procedure, wither to procure a safe title or to obtain title more quickly or for any other

reason, then the award to be made for the interest acquired in said lands in said proceedings shall be the same amount as the purchase price herein provided.

10. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract, or to any benefit that may arise there from, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

11. After execution of this contract by the United States, the proper officers and agents of the United States shall at all times have unrestricted access as agreed upon in Temporary Construction Easement, EXHIBIT "E" to said property to survey for and construct Reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said Reclamation works, free of any claim for damage or compensation on the part of the Vendor. The Vendor may retain possession of said property until December 31, 2021, notwithstanding earlier delivery of the deed as herein provided and may harvest and retain the crops thereon until.

IN WITNESS WHEREOF, the parties hereto have signed their names the date and year first above written.

UNITED STATES OF AMERICA

By: _____
Adam M. Nickels
Regional Resources Manager
California-Great Basin Region
U.S. Department of the Interior
Bureau of Reclamation

CITY OF PORTERVILLE, A MUNICIPAL CORPORATION

By: _____

Name: _____

Its : _____

GRANT DEED -EXHIBIT "A"

EXHIBIT "A"

**Friant-Kern Canal
Middle Reach Capacity Correction Project**

Parcel 9:

That portion of the Southeast quarter of Section 7, Township 22 South, Range 27 East, Mount Diablo Base and Meridian, in the unincorporated area of the County of Tulare, State of California, according to the official plat thereof, described as follows:

Beginning at a point on the South line of the Southeast quarter of said Section 7, said point lying South 89°38'32" East, 516.50 feet from the Southwest corner of said Southeast quarter, as measured along said South line, and being the Southeast corner of that parcel conveyed to the United States of America in the Grant Deed recorded in Book 1311, Page 36, Official Records of Tulare County; thence along the Easterly line of said parcel conveyed to the United States of America and the Easterly line of that parcel described as Tract One in the Declaration of Taking recorded in Book 2159, Page 645, Official Records of Tulare County, the following seven (7) courses:

North 0°18'47" East, 25.00 feet to a point on the South line of Lot 45 of Porterville Fruit and Farms Tract, according to the map thereof recorded in Book 15 of Maps at Page 23, Tulare County Records, distant thereon 516.4 feet from the Southwest corner of said Lot 45; thence

North 87°45'33" West, 94.81 feet; thence

North 48°38'33" West, 165.56 feet; thence

North 0°31'27" East, 224.70 feet; thence

North 1°45'33" West, 500.70 feet; thence

North 3°02'27" East, 455.47 feet; thence

North 0°31'27" East, 1.19 feet to a point on the North line of said Lot 45; thence departing said Easterly line

South 89°37'14" East, along said North line, 112.87 feet; thence

South 0°38'52" West, 541.87 feet to the beginning of a tangent curve, concave easterly and having a radius of 320.00 feet; thence

Southerly, 167.55 feet along the arc of said curve, through a central angle of 30°00'00"; thence

South $29^{\circ}21'08''$ East, 218.85 feet to the beginning of a tangent curve, concave westerly and having a radius of 580.00 feet; thence

Southerly, 303.69 feet along the arc of said curve, through a central angle of $30^{\circ}00'00''$; thence

South $0^{\circ}38'52''$ West, 135.36 feet to a point on the South line of the Southeast quarter of said Section 7; thence

North $89^{\circ}38'32''$ West, along said South line, 119.95 feet to the POINT OF BEGINNING.

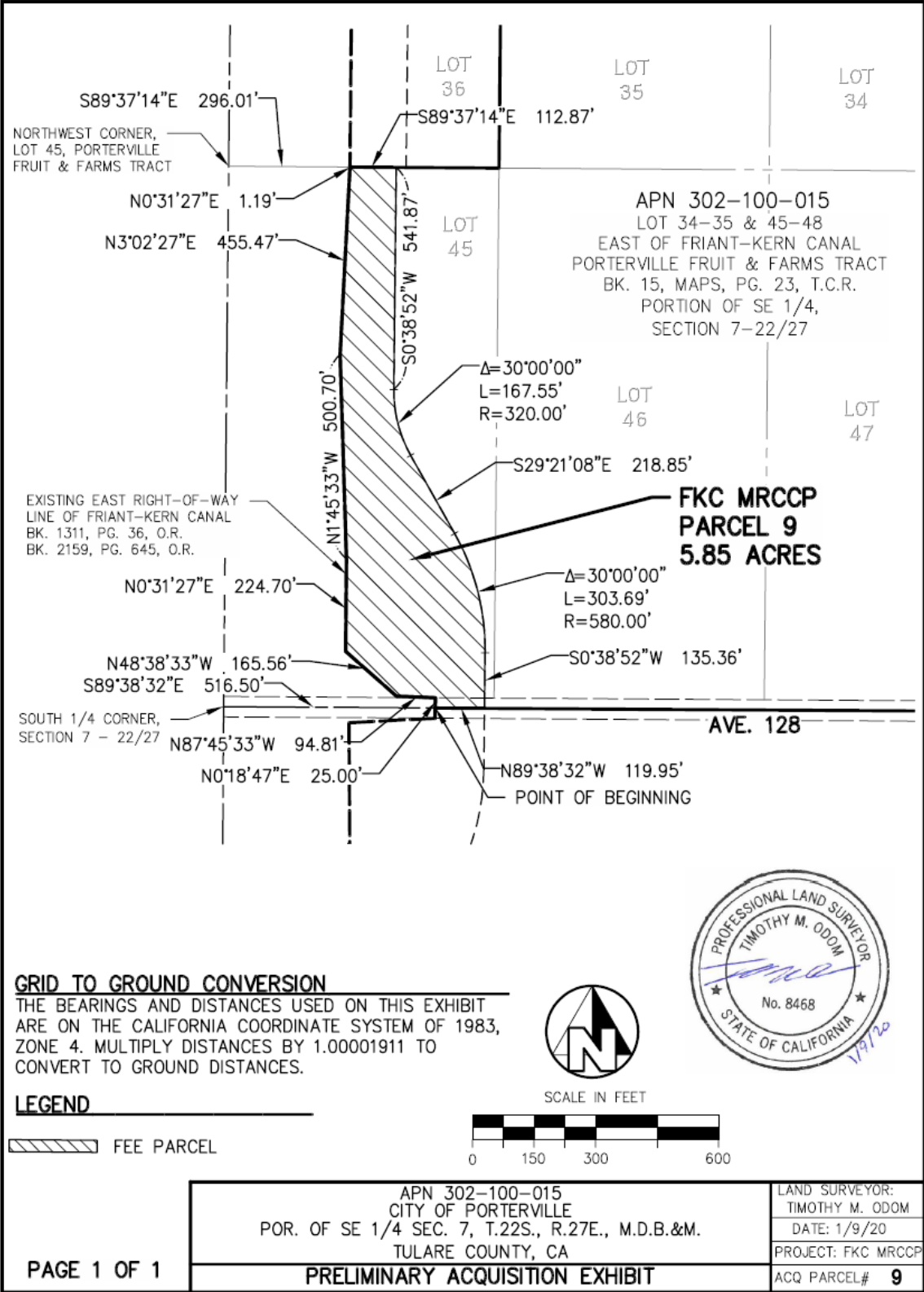
Containing an area of 5.85 acres, more or less.

The bearings and distances used in this description are on the California Coordinate System of 1983, Zone 4. Multiply distances by 1.00001911 to convert to ground distances.

END OF DESCRIPTION



EXHIBIT B



**NON-EXCLUSIVE ROAD EASEMENT DEED FOR INGRESS AND EGRESS
EXHIBIT "C"**

EXHIBIT "A"

That strip of land, 20 feet wide, situate in the Southeast quarter of Section 18 and the Southwest quarter of Section 17, both in Township 22 South, Range 27 East, Mount Diablo Base and Meridian, in the unincorporated area of the County of Tulare, State of California, the centerline of said strip being described as follows:

Beginning at a point on the North line of the Southwest quarter of said Section 17, said point lying North 89°52'30" East, 32.80 feet from the Northwest corner of said Southwest quarter, as measured along said North line; thence

South 31°42'20" East, 28.41 feet; thence

South 24°56'57" East, 76.60 feet; thence

South 0°19'59" West, 35.69 feet; thence

South 25°21'09" West, 85.68 feet; thence

South 0°19'18" West, 939.60 feet; thence

South 48°02'10" West, 46.37 feet to a point lying 10.00 feet East of the West line of said Southwest quarter, measured at right-angles thereto; thence

South 0°19'18" West, parallel with said West line, 1432.57 feet; thence

South 45°17'15" West, 34.17 feet, more or less, to a point on the South line of the Southeast quarter of said Section 18, and the TERMINUS of said strip.

The side lines of said strip are to be lengthened or shortened so as to terminate on the North line of the Southwest quarter of said Section 17 and the South line of the Southeast quarter of said Section 18.

Containing an area of 1.23 acres, more or less.

END OF DESCRIPTION



10/26/20

EXHIBIT D

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Tulare, State of California, described as follows:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF TULARE, STATE OF CALIFORNIA, BEING ALL OF THE 2.9 ACRE PARCEL OF LAND DESCRIBED IN THE DEED TO UNITED STATES OF AMERICA, DATED JANUARY 10, 1950, AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON JUNE 5, 1950, IN BOOK 1449 OF OFFICIAL RECORDS AT PAGE 136, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF SAID SECTION 18 DISTANT THEREALONG SOUTH 89° 42' EAST 265.0 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 18, SAID POINT BEING ALSO THE SOUTHWESTERLY CORNER OF SAID 2.9 ACRE PARCEL; THENCE FROM SAID POINT OF BEGINNING ALONG THE BOUNDARY AT SAID 2.9 ACRE PARCEL AS FOLLOWS: NORTH 0° 02' EAST 73.6 FEET; THENCE SOUTH 89° 58' EAST 5.0 FEET; THENCE NORTH 0° 02' EAST 695.0 FEET; THENCE SOUTH 40° 32' EAST 292.2 FEET; THENCE SOUTH 0° 02' WEST 547.5 FEET TO THE SOUTHERLY BOUNDARY OF SAID SECTION 18; THENCE CONTINUING ALONG THE BOUNDARY OF SAID 2.9 ACRE PARCEL WHICH IS IN THE SOUTHERLY BOUNDARY OF SAID SECTION 18, NORTH 89° 42' WEST 195.0 FEET TO THE POINT OF BEGINNING.

APN: 302-130-010

Real property in the unincorporated area of the County of Tulare, State of California, described as follows:

PARCEL NO. 1

THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND ON FILE IN THE BUREAU OF LAND MANAGEMENT AT THE DATE OF THE ISSUANCE OF THE PATENT THEREOF.

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE UNITED STATES OF AMERICA BY DEEDS DATED NOVEMBER 6, 1948, AND JANUARY 10, 1950, RECORDED IN [BOOK 1434, PAGE 89](#) OF OFFICIAL RECORDS AND IN [BOOK 1449, PAGE 136](#) OF OFFICIAL RECORDS.

ALSO EXCEPT THE SOUTH 25 FEET THEREOF.

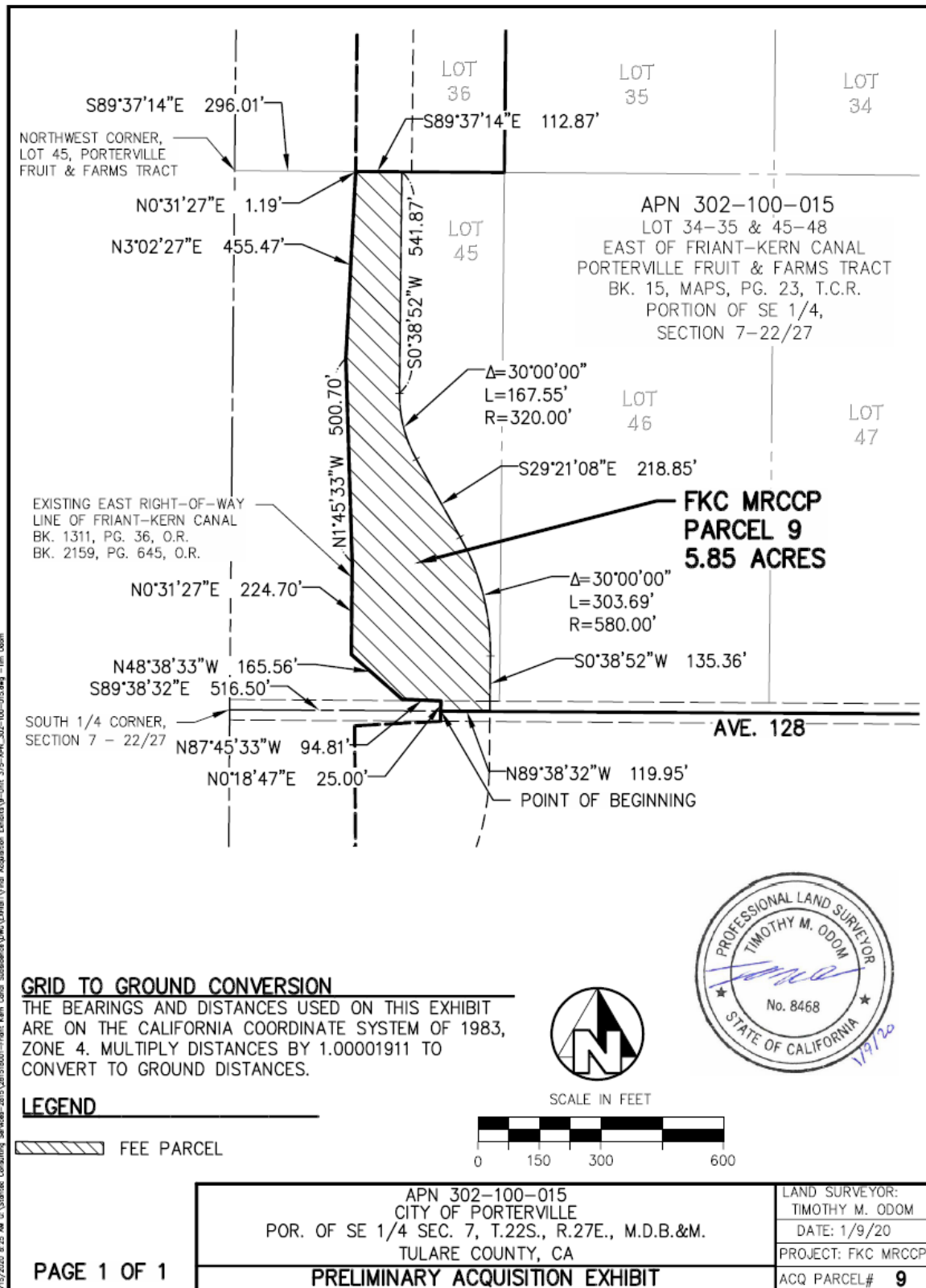
PARCEL NO. 2:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND ON FILE IN THE BUREAU OF LAND MANAGEMENT AT THE DATE OF THE ISSUANCE OF THE PATENT THEREOF, LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE LAND CONVEYED TO THE UNITED STATES OF AMERICA BY DEED RECORDED SEPTEMBER 21, 1949 IN [BOOK 1390 PAGE 147](#) OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL MINERALS, OIL AND GAS IN, UPON OR UNDERLYING THE AFORESAID LANDS OR ANY OF THEM AND THE EXCLUSIVE RIGHT TO NEGOTIATE OR PROCURE MINERAL LEASES WITH A PERPETUAL RIGHT TO ENTER UPON ALL THE PREMISES OR PROSPECT, EXPLORE, DRILL, OPERATE, DEVELOP AND DISPOSE OF ALL SUCH MINERALS, OIL, AND GAS; SUBJECT, HOWEVER, TO THE FURTHER CONDITION THAT THE GRANTEE ABOVE NAMED AND HIS SUCCESSORS AND ASSIGNS SHALL BE PROMPTLY COMPENSATED FOR ALL ACTUAL DAMAGES AND INJURY TO THE SURFACE, IMPROVEMENTS, GRASS AND CROPS CAUSED BY THE PROSPECTING, DRILLING, OPERATING AND DEVELOPMENT WORK, AS RESERVED BY DONOVAN O. PETERS, ET AL, IN DEED TO CYRILLE O. FAURE, TRUSTEE UNDER THE DECREE OF DISTRIBUTION IN THE MATTER OF THE ESTATE OF JOSEPH FAURE, DECEASED, DATED NOVEMBER 3, 1959, RECORDED JANUARY 20, 1960 IN [BOOK 2169 PAGE 26](#) OF OFFICIAL RECORDS.

APN: 302-130-030-000

EXHIBIT “E”



RESOLUTION NO. _____-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE CONVEYING A GRANT DEED IN FEE FOR REAL PROPERTY
TEA POT DOME WATER DISTRICT, A POLITICAL SUBDIVISION OF STATE OF CALIFORNIA

WHEREAS, the City Council of the City of Porterville desires to convey, at fair market value, property it owns to Tea Pot Dome Water District, a political subdivision of State of California, in the furtherance of the Bureau of Reclamation's efforts for the Friant Kern Canal Middle Reach Capacity Correction Project and

WHEREAS, the City Council finds and declares that property to be conveyed is "exempt surplus land" pursuant to California Government Code Section 54221(f)(1)(D), as it is surplus land that is being transferred to a local agency for the agency's use.

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

1. The City of Porterville hereby authorizes conveyance of land and easement by a Grant Deed in fee to United States of America, acting by and through its Department of the Interior, Bureau of Reclamation, real property, in the City of Porterville, County of Tulare, State of California, to-wit: See Exhibits "A and B" attached hereto and made a part thereof.

2. BE IT FURTHER RESOLVED that the purchase price of \$65,780 is hereby approved with the City to open escrow account, pay the normal and customary escrow fees, that the Mayor is hereby authorized to sign any and all necessary documents to effect the transaction, and that said deed shall be recorded in the office of the Tulare County Recorder.

Adrian Monte Reyes, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

Assessor Parcel No.	Owner	Site Address	Project
302-100-015	City of Porterville	Northwest corner of Avenue 128 and Road 216	Friant-Kern Canal Project

PURCHASE AGREEMENT

This AGREEMENT OF PURCHASE AND SALE ("**Agreement**") is made and entered into by and between the City of Porterville, County of Tulare ("**SELLER**"), and Teapot Dome Water District, ("**BUYER**"). BUYER and SELLER are sometimes individually referred to herein as "**Party**" and collectively as "**Parties**." The Parties hereto have executed this Agreement on the dates set forth below next to their respective signatures.

By this AGREEMENT, SELLER agrees to sell to BUYER, and BUYER desires to purchase from SELLER that certain portion of the property (PROPERTY) owned by the SELLER located at Avenue 128 and Road 216, Porterville, California, more particularly identified as Assessor's Parcel Number 302-100-015 and described in the form of a GRANT DEED identified as Exhibit "A" and attached hereto consisting of 5.06± Acres.

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

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said property and shall relieve SELLER of all further obligation or claims on this account.
- (B) BUYER agrees to purchase said property described in the attached Grant Deed and SELLER has the authority to grant said property to BUYER, and SELLER agrees to sell. The Property to be acquired by BUYER is described in the GRANT DEED attached as "Exhibit A," and the consists of a 5.06± Acre area.
- (C) The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R Section 50.3.
- (D) No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.
- (E) A Grant Deed shall be granted in favor of the BUYER by SELLER, identified as the Grant Deed Exhibit "A", and is attached hereto and made a part hereof. The total area being granted to the BUYER from the SELLER consists of 5.06± Acres in Fee.
- (F) SELLER shall deliver to BUYER, Teapot Dome Water District, a good and sufficient Grant Deed, properly recorded, to the following property, described in the attached Grant Deed as Exhibit "A", free and clear of all liens and encumbrances except, easements, restrictions and reservations of record attached hereto and made an integral part this transaction.

- (G) It is understood and agreed by and between the Parties that the subject property is sold to BUYER in "as-is" condition and that no representation is made as to the condition of the PROPERTY. BUYER shall perform and rely on its own investigation of operative or proposed governmental laws and regulations (including, but not limited to, zoning, environmental and land use laws and regulations) to which the Property is or may be subject. BUYER acknowledges that it has not relied upon any representations by SELLER with respect to the condition of the Property, the status of permits, zoning, or code compliance. It is understood and agreed by and between the Parties that BUYER will conduct their own investigation as to the condition of the subject property and no warranties are made as to the condition

2. The BUYER shall:

- (A) Pay the undersigned SELLER the sum of \$65,780.00 SIXTY-FIVE THOUSAND SEVEN HUNDRED EIGHTY DOLLARS, which is the fair market value of the subject property, for the property or interests conveyed by the above documents when title to said property vests in BUYER free and clear of all liens, encumbrances, assessments, and leases (recorded and/or unrecorded) except:
- a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
 - b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
 - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
3. SELLER shall pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by City of Porterville, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer tax. This transaction will be handled through First American Title, 211 East Caldwell Avenue, Visalia, CA 93277 (559) 306-3387 ("Escrow Holder").
4. Any monies payable under this contract up to and including the total amount of unpaid principal and interest on notes secured by mortgages or deeds of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deeds or mortgages, shall upon demand be made payable to the mortgagees or beneficiaries entitled thereunder; said mortgagees or beneficiaries to furnish BUYER with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgages or deeds of trust.
5. Any or all monies payable under this contract up to and including the total amount due on financing statements, if any, shall, upon demand, be made payable to the holder thereof. Said holder to furnish BUYER with good and sufficient receipt showing said monies credited against the indebtedness secured by said financing statements.
6. It is agreed between the parties hereto that the BUYER in acquiring title subject to unpaid assessments, as set forth herein, is not assuming responsibility for payment or subsequent cancellation of such assessments. The assessments remain the obligation of the SELLER and, as between the BUYER and the SELLER no contractual obligation has been made requiring their payment. Payment

for the property acquired under this transaction is made upon the basis that the SELLER retains their obligation to the levying body respecting said assessments. The property acquired under this transaction is to be free and clear of any bonds and/or assessments at the close of escrow.

7. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and or assignees.
8. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the BUYER, including the right to remove and dispose of improvements, shall commence upon the close of escrow controlling this transaction.
9. SELLER warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the SELLER agrees to hold the BUYER harmless and reimburse the BUYER for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of SELLER for a period exceeding one month. SELLER acknowledges that a quitclaim deed will be required from any lessee that has a lease term exceeding one month. Said quitclaim deeds are to be provided to Title by SELLER, prior to the close of escrow.
10. The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of Hazardous Waste which requires mitigation under Federal or state law, BUYER may elect to recover its cleanup costs from those who caused or contributed to the contamination.
11. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and or assignees.
12. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be addressed as follows:

Buyer: Teapot Dome Water District
Attn: Eric Limas, District Manager
357 E. Olive Avenue,
Tipton, CA 93272

Seller: City of Porterville
Attn: Michael Knight, Public Works Director
555 N. Prospect Street
Porterville, CA 93257

or to such other address as either party may from time to time specify in writing to the other upon five (5) days prior written notice in the manner provided above. For convenience of the parties, copies of notices may also be given by e-mail or facsimile in addition to being mailed.

13. SELLER owns the Property in fee simple and has full power and authority to sell, transfer and/or otherwise convey the Grant Deed to BUYER and to perform its obligations pursuant to this Agreement. This Agreement and all other documents delivered by SELLER to BUYER under or pursuant to this Agreement, at or prior to the Closing, have been, or will be, duly executed and delivered by SELLER and are, or will be, legal, valid and binding obligations of SELLER, sufficient to convey the Grant Deed to BUYER and are enforceable in accordance with their respective terms.
14. If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees.
15. Other than as is disclosed there are no agreements for occupancy in effect for the Property, and no unrecorded possessory interests or unrecorded agreements that would adversely affect BUYER's use. SELLER will not enter into any agreements or undertake any obligations prior to Closing which will in any way burden, encumber or otherwise affect the Property without the prior written consent of BUYER, including, without limitation, any agreements for occupancy or use of the Property.
16. Representations and Warranties:
 - (A) SELLER's Representations and Warranties. SELLER hereby represents, warrants, covenants and agrees to and for the benefit of BUYER that the following statements are true and correct as of the Effective Date, and shall be true and correct as of Closing, and SELLER acknowledges and agrees that the truth and accuracy of such statements shall constitute a condition precedent to all of BUYER's obligations under this Agreement:
 - (A1) Litigation. There are no claims, actions, suits or proceedings continuing, pending or, to SELLER's knowledge, threatened (i) against or affecting SELLER or the Property, or (ii) involving the validity or enforceability of this Agreement or of any other documents or instruments to be delivered by SELLER at Closing, in either case, whether at law or in equity, or before or by any federal, state, municipal or other governmental department, board, commission, bureau, BUYER or instrumentality. SELLER is not subject to, or in default under, any notice, order, writ, injunction, decree or demand of any court or any governmental department, board, commission, bureau, BUYER or instrumentality.
 - (B) Survival of Representations and Warranties. SELLER acknowledges and agrees that the covenants, agreements, representations and warranties of SELLER set forth in this Agreement shall be true and correct on and as of the Effective Date as well as the Closing, and SELLER's liability for any breach, default or failure of the same, including, without limitation, any misrepresentation, shall survive not only the recordation of the Grant Deed, but also the Closing. SELLER shall protect, indemnify, defend, and hold BUYER free and harmless of, from and against any and all claims, demands, losses, liabilities, obligations, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, court costs and litigation expenses, which BUYER may incur, suffer or sustain by reason of or in connection with any misrepresentation made by SELLER.
18. This Agreement constitutes the Entire Agreement between SELLER and BUYER pertaining to the subject matter contained herein and supersedes all prior agreements, representations and understandings. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties hereto. No waiver of any of the

provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

19. SELLER understands that this Agreement is subject to approval by the City Manager and/or the City Council of the City of Porterville and this Agreement shall have no force or effect unless and until such approval has been obtained.

SIGNATURE PAGE FOLLOWS:

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) set forth below next to their respective signatures.

BUYER: TEAPOT DOME WATER DISTRICT

Date: 9/27/2021

By: 
(Signature)

Matthew S. Leider
(Print)

SELLER: CITY OF PORTERVILLE

ATTEST:

By: _____

Name: John D. Lollis
City Clerk

Date: _____

By: _____

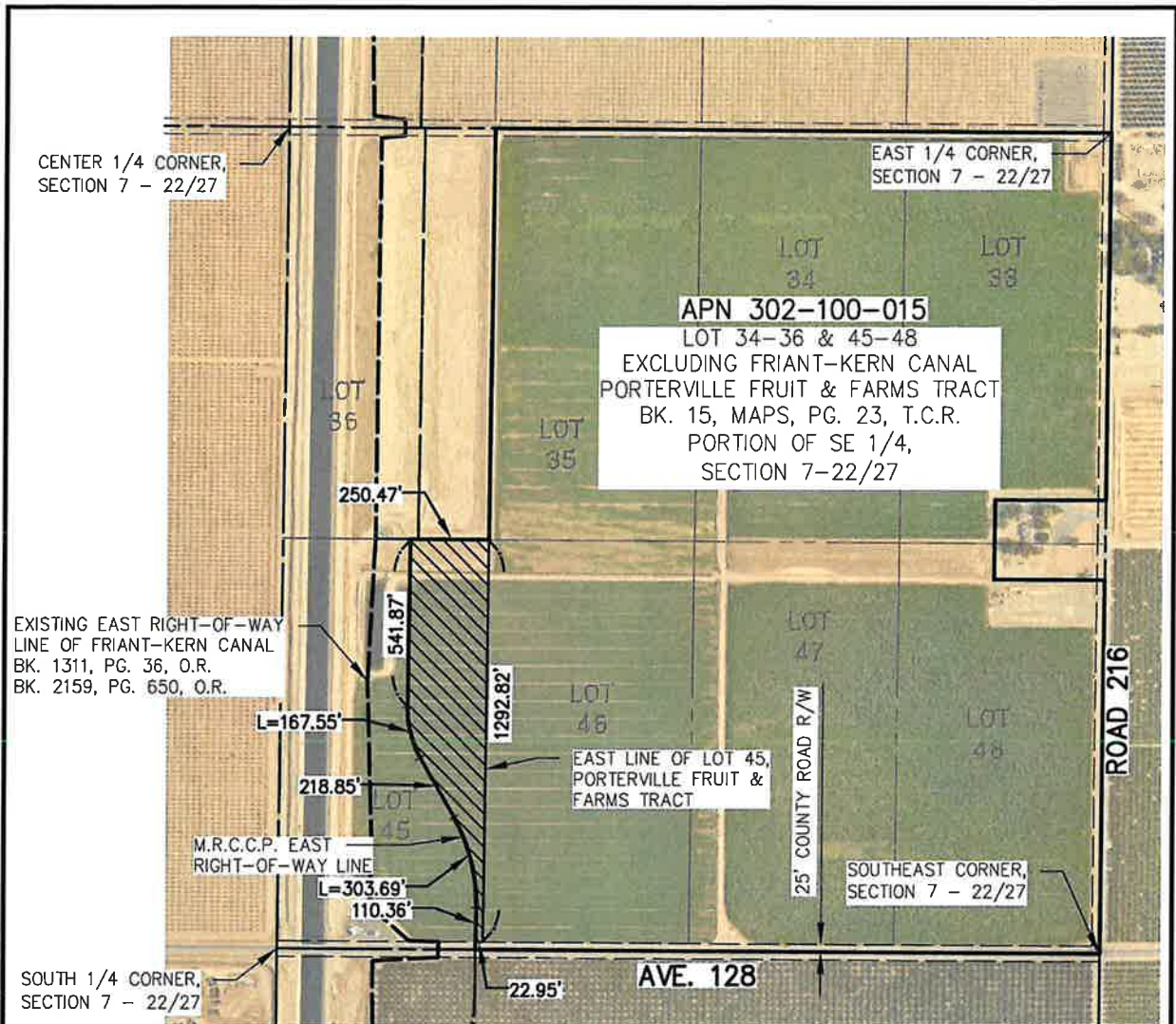
Name: Monte Reyes
Mayor

Date: _____

APPROVED AS TO FORM:

Name: Julie M. Lew
City Attorney

Date: _____



LEGEND



PROPOSED CONVEYANCE PARCEL



NOT TO SCALE

PARCEL AREA

PROPOSED CONVEYANCE PARCEL
= 5.06 ACRES

APN 302-100-015
CITY OF PORTERVILLE
POR. OF SE 1/4 SEC. 7, T.22S., R.27E., M.D.B.&M.
TULARE COUNTY, CA

PROPOSED CONVEYANCE EXHIBIT

LAND SURVEYOR:
TIMOTHY M. ODOM
DATE: 7/7/21
PROJECT: FKC MRCCP
PAGE: 1 OF 1

RECORDED FOR THE BENEFIT OF
Friant Water Authority

WHEN RECORDED RETURN TO:
Bender Rosenthal, Inc.
Attn: Rebekah Green
2825 Watt Avenue, Suite 200
Sacramento, CA 95821

APN: 302-100-015

SPACE ABOVE THE LINE FOR RECORDER'S USE

**NON-EXCLUSIVE ROAD EASEMENT DEED FOR INGRESS AND EGRESS AND
UTILITY EASEMENT**

The undersigned Grantor (s) declare (s): Documentary Transfer Tax is: \$0.00 (County Tax); and \$0.00 (City Tax).

☒ [X] Unincorporated area, County of Tulare

☐ [] computed on full value of property conveyed, or

☐ [] computed on full value less liens or encumbrances remaining at time of sale

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, TEA POT
DOME WATER DISTRICT, A POLITICAL SUBDIVISION OF STATE OF CALIFORNIA
hereby grants to CITY OF PORTERVILLE, A MUNICIPAL CORPORATION

An Non-Exclusive Easement for ingress and egress and incidental purposes and Utility
Easement for the construction, re-construction, installation, use, repair, rehabilitation and
maintenance of utilities including water, gas, sewer, drainage pipes, poles, overhead or
underground wires, conduits for electrical, and together with any appurtenances pertaining
thereto, on, over, under and across all that real property in the County of Tulare, State of
California as shown in Exhibit "A" attached hereto and incorporated herein.

IN WITNESS WHEREOF, the undersigned Grantor has executed this Grant Deed as of this
_____ day of _____, 2021.

Grantor: Tea Pot Dome Water District, a political subdivision of State of California

By: _____

Name: _____

Its: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)

County of _____)

On _____ before me, _____,
*Date Here Insert Name and Title of the Officer*personally appeared _____
Name(s) of Signer(s)

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 _____
*Signature of Notary Public**Place Notary Seal Above***OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

EXHIBIT "A"

That portion of Lot 45 of Porterville Fruit and Farms Tract, according to the map thereof recorded in Book 15 of Maps at Page 23, Tulare County Records, located in the Southeast quarter of Section 7, Township 22 South, Range 27 East, Mount Diablo Base and Meridian, in the unincorporated area of the County of Tulare, State of California, according to the official plat thereof, described as follows:

COMMENCING for reference at the Southeast corner of said Lot 45, being a point on the South line of said Section 7; thence

North $0^{\circ}32'16''$ East, along the East line of said Lot 45, a distance of 25.00 feet, more or less, to the North right of way line of a County road as shown on the map of said Porterville Fruit and Farms Tract and the TRUE POINT OF BEGINNING; thence

North $89^{\circ}38'32''$ West, along said North right of way line, 22.95 feet; thence

North $0^{\circ}38'52''$ East, 334.85 feet; thence

North $0^{\circ}32'16''$ East, parallel with said East line, 957.97 feet, more or less, to the North line of said Lot 45; thence

South $89^{\circ}37'14''$ East, along said North line, 22.31 feet to the Northeast corner of said Lot 45; thence

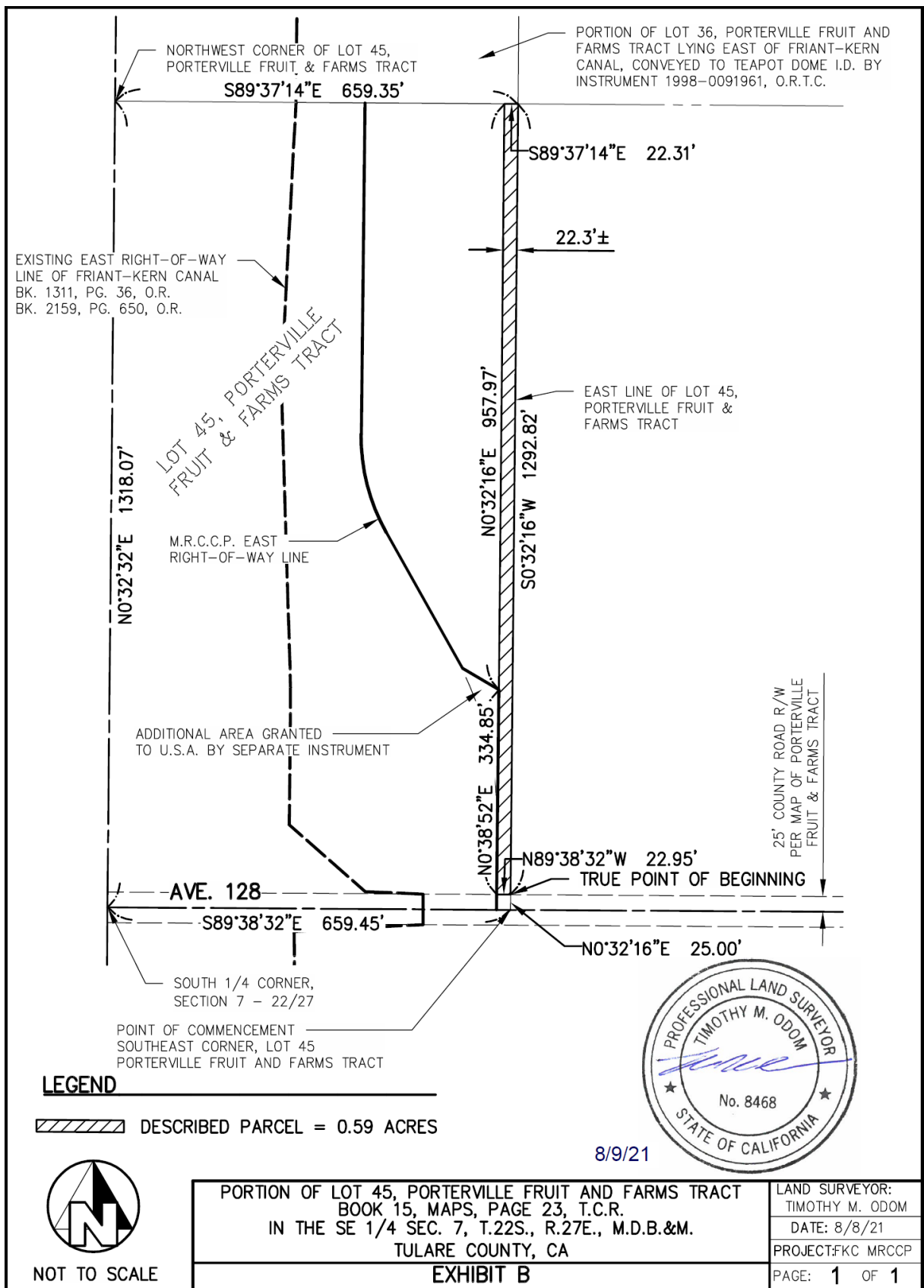
South $0^{\circ}32'16''$ West, along said East line, 1292.82 feet to the TRUE POINT OF BEGINNING.

Containing an area of 0.66 acres, more or less.

END OF DESCRIPTION



8/9/21



RESOLUTION NO. _____-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE CONVEYING GRANT DEEDS IN FEE FOR REAL PROPERTY
UNITED STATES OF AMERICA, DEPARTMENT OF THE INTERIOR, BUREAU OF
RECLAMATION

WHEREAS, the City Council of the City of Porterville desires to convey, at fair market value, property it owns to the United States Department of the Interior, Bureau of Reclamation, in the furtherance of the Bureau of Reclamation's efforts for the Friant Kern Canal Middle Reach Capacity Correction Project and

WHEREAS, the City Council finds and declares that property to be conveyed is "exempt surplus land" pursuant to California Government Code Section 54221(f)(1)(D), as it is surplus land that is being transferred to a federal agency for the agency's use.

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

1. The City of Porterville hereby authorizes conveyance of land and easement by a Grant Deed in fee to United States of America, acting by and through its Department of the Interior, Bureau of Reclamation, real property, in the City of Porterville, County of Tulare, State of California, to-wit: See Exhibits "A, B, and C" attached hereto and made a part thereof.

2. BE IT FURTHER RESOLVED that the purchase price of \$63,250 is hereby approved with the City to open escrow account, pay the normal and customary escrow fees, that the Mayor is hereby authorized to sign any and all necessary documents to effect the transaction, and that said deed shall be recorded in the office of the Tulare County Recorder.

Adrian Monte Reyes, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

**UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION**

FRIANT KERN CANAL MIDDLE REACH CAPACITY CORRECTION PROJECT

LAND PURCHASE CONTRACT

THIS LAND PURCHASE CONTRACT, made this ____ day of _____, 2021, pursuant of the Act of Congress approved June 17, 1902 (32 Stat. 388) as amended and supplemented and particularly the Reclamation Project Act of 1939 (53 Stat. 187) is entered into, by and between the **UNITED STATES OF AMERICA**, acting by and through its Department of the Interior, Bureau of Reclamation, hereafter called (United States), and

City of Porterville, a municipal corporation

hereinafter called (Vendor).

WITNESSETH, that for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto do covenant and agree as follows:

The Vendor shall sell and by good and sufficient deed convey to the United States, free of lien or encumbrance, except as otherwise provided herein, the **FEE SIMPLE** title to a parcel of land located in the County of Tulare, State of California, containing 2.25± acres more or less, and further described at **EXHIBIT "A"** and illustrated on the map at **EXHIBIT "B"**, both of which exhibits are attached hereto and made a part hereof.

TOGETHER WITH, Any and all water rights, water, ditches and ditch rights-of-way, reservoirs, springs, easements and profits thereunto belonging or in anywise appertaining which are now or hereafter may be used on the aforesaid premises which in any manner entitle said Vendor, their heirs, successors or assigns, to water for irrigation or domestic purposes on said premises; and,

All and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all the estate, title, dower, right of homestead, claim or demand whatsoever of the said Vendor.

SUBJECT TO, Any existing rights-of-way, only of timely record legally recorded in their proper jurisdictional public recording office, in favor of the public or in third parties for roads, railroads, telephone lines, transmission lines, ditches, conduits, or pipelines on, over or across said lands, including all rights-of-way heretofore granted to the United States.

THE TERMS AND CONDITIONS OF THIS OFFER ARE AS FOLLOWS:

1. The United States shall purchase said property on the terms herein expressed, and on execution and delivery of the deed required by this Article, and approval by the proper officials of the United States, it shall cause to be paid to the Vendor as full purchase price the sum of SIXTY THREE THOUSAND TWO HUNDRED AND FIFTY DOLLARS (\$63,250.00) by United States Treasury warrant or fiscal officer's check on approval of the Vendor's title, provided the Vendor executes and delivers a good and sufficient general warranty deed conveying said property on the terms herein expressed.

2. The Vendor shall procure, with assistance from the United States, and have recorded all assurances of title and affidavits which the Vendor may be advised by the United States are necessary and proper to show in the Vendor complete fee simple unencumbered title to said property subject only to the interests, liens, or encumbrances expressly provided herein. Abstracts or certificates of title or title insurance will be procured by the United States at its expense unless otherwise provided in this contract. The expense of recording this contract and the deed required by Article 1 shall be borne by the United States.

a. The United States, if billed, may pay direct to the billing party or may reimburse the Vendor in an amount deemed by the United States to be fair and reasonable any transfer taxes, and similar expenses incidental to conveying the real property described herein to the United States.

b. The Vendor agrees to furnish the United States evidence that these items of expenses have been billed to and paid by them, and further agrees that the United States alone shall determine the fairness and reasonableness of the expenses to be paid.

3. In the event that liens or encumbrances other than those expressly provided herein do exist, the United States may, at its option, remove any and all such outstanding liens and encumbrances by reserving from the purchase price herein set forth the necessary amount and discharge same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrance as against this contract, nor as an assumption of any lien or encumbrance by the United States.

4. It is agreed that, at its election, the United States may draw its initial check in payment for the above-described real estate to the order of the title contractor or closing agent, and the Vendor hereby authorizes the said contractor or agent to cash the check and make disbursements out of the proceeds to satisfy and pay any taxes, assessments, and encumbrances which are a lien against the real estate; to purchase any Federal or State documentary revenue stamps; to pay any State and local recording or transfer taxes where required, and any other expenses incident to the closing of title which are properly chargeable to the Vendor; and to remit the balance of the proceeds to Vendor; together with an itemized statement of the payments made on Vendor's behalf.

5. This contract shall become effective to bind the United States to purchase said property immediately on its execution by the contracting officer acting under the authority of the Secretary of the Interior. This contract shall inure to the benefit of and be binding on the heirs, executors, administrators, and assigns of the Vendor and the assigns of the United States.
6. As part of the consideration for the purchase described herein, and notwithstanding the provisions of California Civil Code Section 1542, the Vendor, Vendor's heirs, successors and assigns, shall absolutely and unconditionally release, remise, discharge, indemnify and hold harmless the United States, its successors, assigns, and agents from any and all actions or causes of action, suits, claims, complaints, contracts, liabilities, agreements, promises, torts, debts, damages, controversies, judgments, rights and demands, whether existing or contingent known or unknown, which arise out of damage to the Vendor's property that is the subject of this Contract. This release shall be intended by the Vendor to be all encompassing and to act as a full and total release of any claims, whether specifically enumerated herein or not, that the Vendor may have or has had against the United States, its successors, assigns, and agents relative to United States' action that may have impacted or may impact the said property, including but not limited to, any claims arising from any contract, whether oral or written, express or implied; any tort; any claim for equity or other benefits; or any other statutory and/or common law claim.
7. As part of the consideration for this purchase described herein, the Vendor, Vendor's heirs, successors, and assigns, shall absolutely and unconditionally fully waives, releases and discharge the United States, its successors, assigns, and agents from and against any all manner of rights, demands, liabilities, obligations, claims, damages and future relocation benefits associated with the Vendor's premises.
8. The Vendor warrants that the Vendor has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the United States the right to annul the contract, or in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business with others than the United States.
9. If the Secretary of the Interior determines that the title should be acquired by the United States by judicial procedure, wither to procure a safe title or to obtain title more quickly or for any other reason, then the award to be made for the interest acquired in said lands in said proceedings shall be the same amount as the purchase price herein provided.
10. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract, or to any benefit that may arise there from, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

11. After execution of this contract by the United States, the proper officers and agents of the United States shall at all times have unrestricted access as agreed upon in Temporary Construction Easement, EXHIBIT "C" to said property to survey for and construct Reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said Reclamation works, free of any claim for damage or compensation on the part of the Vendor. The Vendor may retain possession of said property until December 31, 2021, notwithstanding earlier delivery of the deed as herein provided and may harvest and retain the crops thereon until.

IN WITNESS WHEREOF, the parties hereto have signed their names the date and year first above written.

UNITED STATES OF AMERICA

By: _____
Adam M. Nickels
Regional Resources Manager
California-Great Basin Region
U.S. Department of the Interior
Bureau of Reclamation

CITY OF PORTERVILLE, A MUNICIPAL CORPORATION

By: _____

Name: _____

Its : _____

GRANT DEED -EXHIBIT "A"

EXHIBIT "A"

**Friant-Kern Canal
Middle Reach Capacity Correction Project**

Parcel 11:

That portion of Parcel 2 of Parcel Map No. 389, according to the map thereof recorded in Book 4 of Parcel Maps at Page 89, Tulare County Records, situate in the Northeast quarter of Section 18, Township 22 South, Range 27 East, Mount Diablo Base and Meridian, in the unincorporated area of the County of Tulare, State of California, described as follows:

Beginning at a point on the West line of the Northeast quarter of said Section 18, said point lying South 0°20'11" West, 1616.40 feet from the Northwest corner of said Northeast quarter, as measured along said West line, and being a point on the Easterly line of that parcel granted to the United States of America in the Grant Deed recorded in Book 1434, Page 89, Official Records of Tulare County, said point also being on the West line of said Parcel 2; thence

South 0°20'11" West, along the West line of said Northeast quarter, 212.07 feet to the beginning of a non-tangent curve, concave northwesterly and having a radius of 1297.00 feet and a beginning radial that bears South 43°19'22" East; thence

Northeasterly, 743.30 feet along the arc of said curve, through a central angle of 32°50'09", to a point on the North line of said Parcel 2; thence

North 88°35'30" West, along said North line, 153.79 feet to the Northwest corner of said Parcel 2 and a point on the Easterly line of said parcel granted to the United States of America; thence

South 26°46'39" West, along said Easterly line, 476.05 feet to the POINT OF BEGINNING.

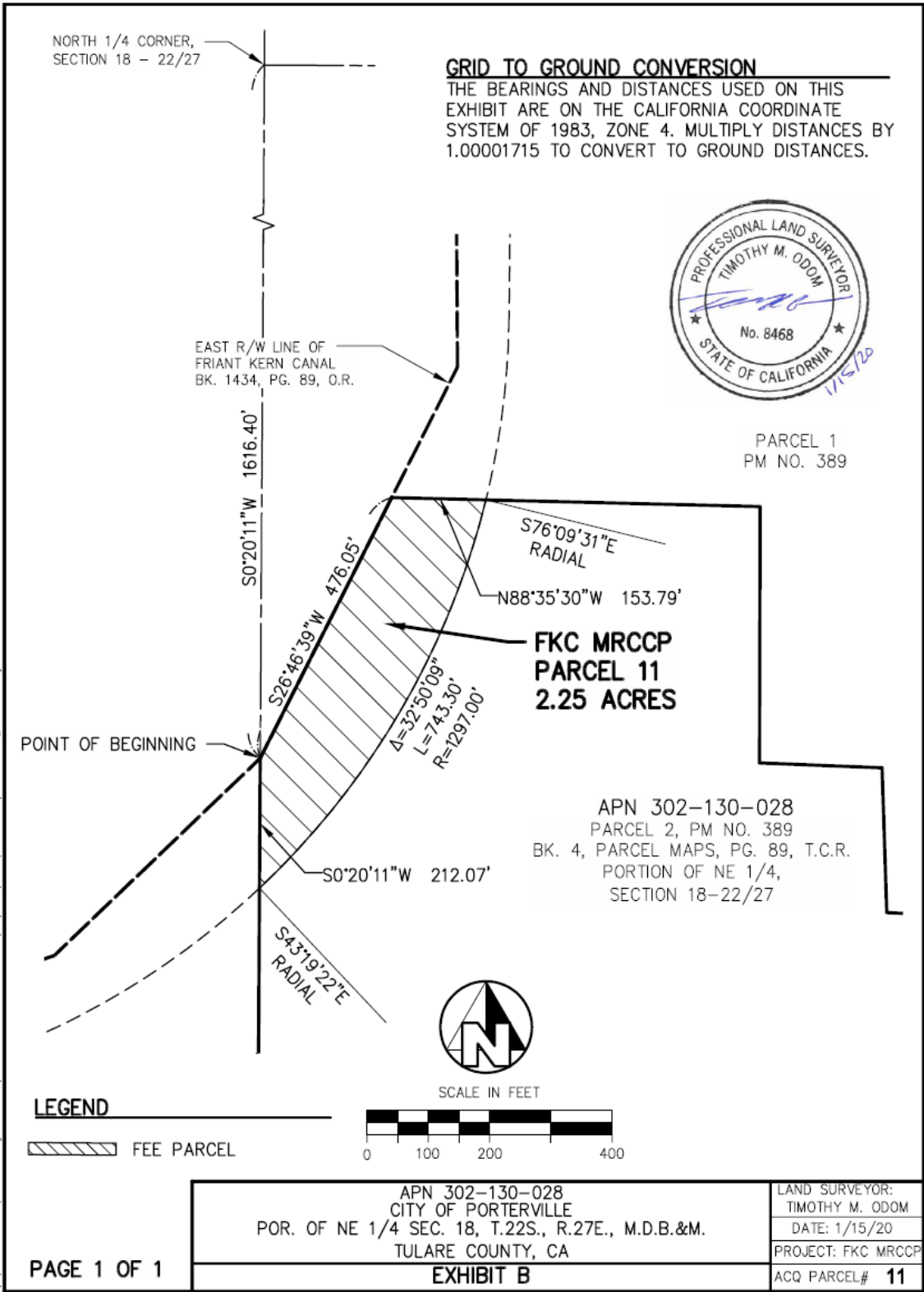
Containing an area of 2.25 acres, more or less.

The bearings and distances used in this description are on the California Coordinate System of 1983, Zone 4. Multiply distances by 1.00001715 to convert to ground distances.

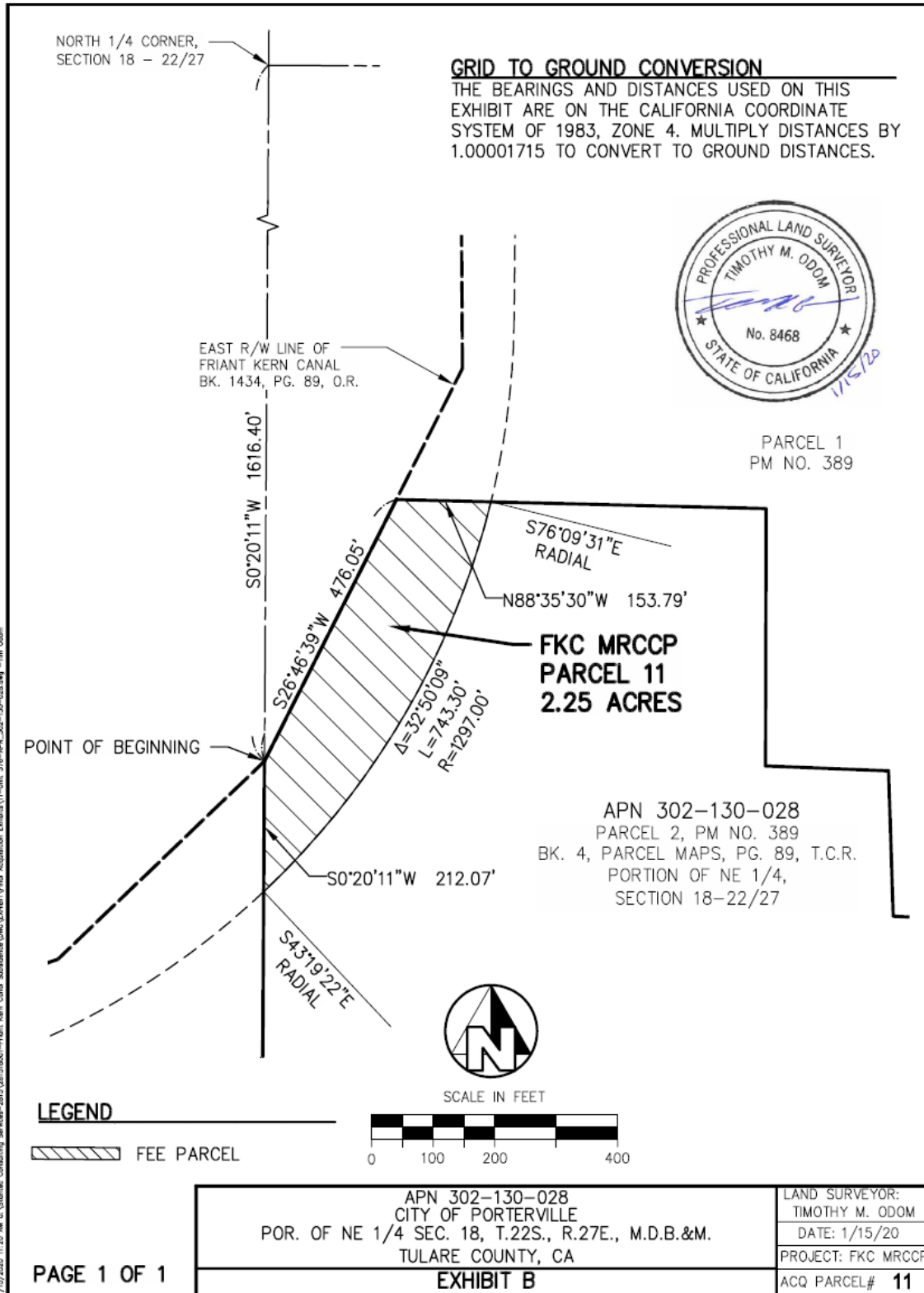
END OF DESCRIPTION



EXHIBIT B



TEMPORARY CONSTRUCTION EASEMENT - EXHIBIT "C"



RECORDING REQUESTED BY:

U.S. Department of the Interior
Bureau of Reclamation

WHEN RECORDED RETURN TO:

U.S. Department of the Interior
Bureau of Reclamation
California-Great Basin, CGB-450
2800 Cottage Way
Sacramento, CA 95825-1898

APNs: 302-130-028

DOCUMENTARY TRANSFER TAX: None
This conveyance is exempt from any
documentary transfer tax per California
Revenue and Taxation Code Section 11922

*Central Valley Project
Friant Kern Canal
Tulare County
Contract No. 21-LC-20-2938*

**TEMPORARY CONSTRUCTION EASEMENT
TO THE
UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION**

FRIANT KERN CANAL MIDDLE REACH CAPACITY CORRECTION PROJECT

THIS TEMPORARY CONSTRUCTION EASEMENT, made this ____ day of _____, 2021, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388) as amended and supplemented and particularly the Reclamation Project Act of 1939 (53 Stat. 187) is entered into, by and between the **CITY OF PORTERVILLE, A MUNICIPAL CORPORATION**, hereinafter called (Grantor), and the **UNITED STATES OF AMERICA**, acting by and through its Department of the Interior, Bureau of Reclamation, hereinafter called (Grantee).

RECITALS

WHEREAS, the Grantor owns Tulare County Assessor Parcel Number 302-130-028 (Property); and

WHEREAS, the Grantor and Grantee have executed land purchase contract number 21-LC-20-2936 dated ____ day of _____, 2021. It is agreed within said contract the Grantee shall purchase a portion of said parcel hereinafter called the (Premises) from the Grantor for the construction of the Friant Kern Canal Capacity Correction Project (Project); and

WHEREAS, the Grantee intends to begin construction of the Project upon the Premises before the completion of the federal land acquisition process; and

NOW THEREFORE, in consideration of the mutual agreements and subject to the terms and conditions herein contained, the parties hereto agree as follows:

FOR A NOMINAL FEE OF FIVE HUNDRED DOLLARS (\$500), the Grantor hereby grants to the Grantee, without warranty of title, an exclusive temporary construction easement for the purposes of constructing the Project over, under, and across the Premises as described in **Exhibit “A”** and shown on the map marked as **Exhibit “B,”** both of which are attached hereto and made a part hereof.

TERMS AND CONDITIONS.

1. The Grantee shall at all times have unrestricted access to the easement premises for the purpose of constructing the Project including but not limited to construction of Reclamation works, utility relocations and other structures and appliances incident to said Reclamation works.
2. The Grantee accepts the easement premises as is and acknowledges that the Grantor is under no obligation to improve the present condition of the easement premises.
3. Grantee shall comply with all applicable laws, ordinances, and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at Grantee’s sole cost and expense.
4. Grantee shall not use, deposit, or permit the use or deposit of any hazardous material or toxic waste or other harmful substances on any real property of the Grantor.
5. The Bureau of Reclamation, as an agency of the United States of America, agrees to indemnify, defend, and hold harmless the Grantor, including its officers, agents, employees, consultants and independent contractors (collectively, “Grantor Indemnitees”), from and against any and all claims, demands, losses, damages, causes of action, suits and liabilities of every kind for injury to or death of a person or for loss of or damage to any property, resulting from any negligent act or omission of any officer, employee, consultant, or independent contractor of the United States in the course of his or her employment arising under or related to Reclamation’s obligations under this Agreement as limited and determined through the Federal Torts Claims Act (FTCA) claim process. Under the FTCA, the federal government acts as a self-insurer, and recognizes liability for the negligent or wrongful acts or omissions of its employees acting within the scope of their official duties. The United States is liable to the same extent an individual would be in like circumstances. The statute substitutes the United States as the defendant in such a suit and the United States – not the individual employee – bears any resulting liability.
6. The term of this easement shall be from the date first above written and shall terminate immediately upon completion of the acquisition of fee title of the Premises by the Grantee.

7. GRANTORS warrant that they have not employed any person to solicit or secure this exchange upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the United States the right to annul the Easement.
8. No Member or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Easement, or to any benefit that may arise here from, but this restriction shall not be construed to extend to this Easement if made with a corporation or company for its general benefit.

NOTICES.

- A. Any notice, demand, or request required or authorized by this Easement to be given or made to or upon the United States and/or Reclamation shall be deemed properly given or made if delivered or mailed postage-prepaid to the Regional Resources Manager, Bureau of Reclamation, California-Great Basin, CGB-450, 2800 Cottage Way, Sacramento, California 95825-1898.
- B. Any notice, demand, or request required or authorized by this Easement to be given or made to or upon the Grantor shall be deemed properly given or made if delivered or mailed postage-prepaid to the Grantor, c/o Michael Knight, 291 N. Main Street, Porterville, CA 93257.

IN WITNESS WHEREOF, the parties hereto have caused this Temporary Construction Easement to be executed the day and year first above written.

CITY OF PORTERVILLE, A MUNICIPAL CORPORATION

By: _____

Name: _____

Its : _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of _____)

On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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 _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

ACCEPTANCE BY GRANTEE

The foregoing conveyance is hereby accepted by Grantee. Grantee further agrees, by this acceptance, to sufficiency of the conveyance and to comply with the terms and covenants of within and foregoing Temporary Construction Easement. Grantee further agrees by this acceptance to assume and be bound by all obligations, conditions, covenants, and agreements therein contained.

UNITED STATES OF AMERICA

By:

Adam M. Nickels
Regional Resources Manager
California-Great Basin Region
U.S. Department of the Interior
Bureau of Reclamation

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of _____)

On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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 _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

EXHIBIT "A"

EXHIBIT "A"

Friant-Kern Canal Middle Reach Capacity Correction Project

Parcel 11:

That portion of Parcel 2 of Parcel Map No. 389, according to the map thereof recorded in Book 4 of Parcel Maps at Page 89, Tulare County Records, situate in the Northeast quarter of Section 18, Township 22 South, Range 27 East, Mount Diablo Base and Meridian, in the unincorporated area of the County of Tulare, State of California, described as follows:

Beginning at a point on the West line of the Northeast quarter of said Section 18, said point lying South $0^{\circ}20'11''$ West, 1616.40 feet from the Northwest corner of said Northeast quarter, as measured along said West line, and being a point on the Easterly line of that parcel granted to the United States of America in the Grant Deed recorded in Book 1434, Page 89, Official Records of Tulare County, said point also being on the West line of said Parcel 2; thence

South $0^{\circ}20'11''$ West, along the West line of said Northeast quarter, 212.07 feet to the beginning of a non-tangent curve, concave northwesterly and having a radius of 1297.00 feet and a beginning radial that bears South $43^{\circ}19'22''$ East; thence

Northeasterly, 743.30 feet along the arc of said curve, through a central angle of $32^{\circ}50'09''$, to a point on the North line of said Parcel 2; thence

North $88^{\circ}35'30''$ West, along said North line, 153.79 feet to the Northwest corner of said Parcel 2 and a point on the Easterly line of said parcel granted to the United States of America; thence

South $26^{\circ}46'39''$ West, along said Easterly line, 476.05 feet to the POINT OF BEGINNING.

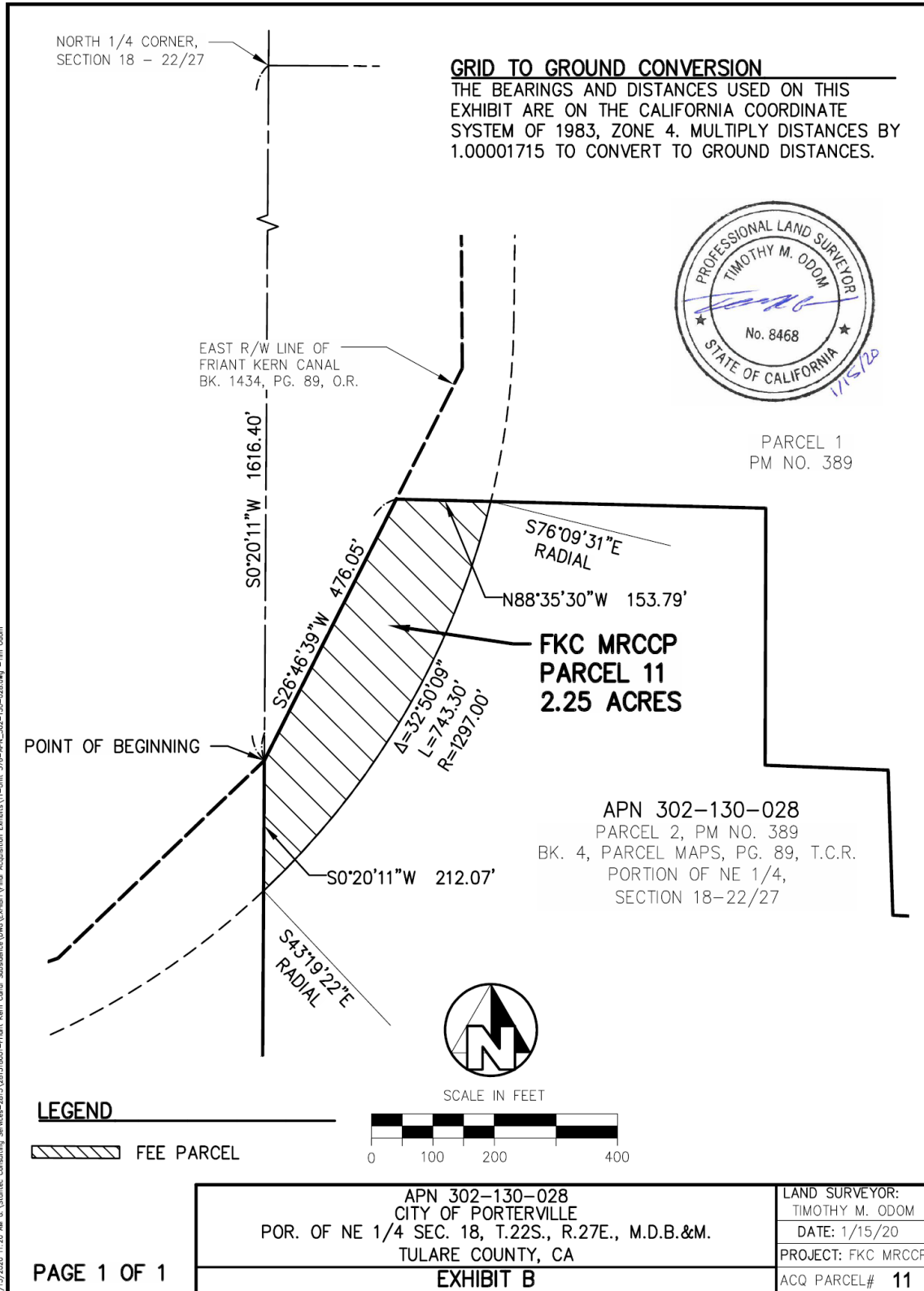
Containing an area of 2.25 acres, more or less.

The bearings and distances used in this description are on the California Coordinate System of 1983, Zone 4. Multiply distances by 1.00001715 to convert to ground distances.

END OF DESCRIPTION



EXHIBIT "B"



RECORDING REQUESTED BY:

U.S. Department of the Interior
Bureau of Reclamation

WHEN RECORDED RETURN TO:

U.S. Department of the Interior
Bureau of Reclamation
CGB Region, CGB-450
2800 Cottage Way
Sacramento, CA 95825-1898

Portion of APN: 302-130-028

DOCUMENTARY TRANSFER TAX: None
This conveyance is exempt from any
documentary transfer tax per California
Revenue and Taxation Code Section 11922

*Central Valley Project, Friant
Kern Canal
Contract No. 21-LC-20-2963*

**CONTRACT AND GRANT OF EASEMENT TO
CITY OF PORTERVILLE, A MUNICIPAL CORPORATION
UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION**

THIS GRANT OF EASEMENT, made this ____ day of _____, 2021, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388) as amended and supplemented and particularly the Reclamation Project Act of 1939 (53 Stat. 187) is entered into, by and between the **UNITED STATES OF AMERICA** (United States), acting by and through its Department of the Interior, Bureau of Reclamation (Reclamation), represented by the officer executing this instrument on its behalf, and **CITY OF PORTERVILLE, A MUNICIPAL CORPORATION**, hereinafter called "Grantee."

WHEREAS, the United States acquired fee title to certain lands for the construction of the Friant Kern Canal (FKC), Central Valley Project, Tulare County, California; and

NOW THEREFORE, Grantor, for and in consideration of does hereby grant to Grantee, its successors, and assigns, and to successors in interest to any lands now owned or hereafter acquired by Grantee subject to existing easements and valid rights, a perpetual easement for a road along and across a strip of land, over and across the following described lands in the County of Tulare, State of California:

That strip of land, 25 feet wide, located in that portion of Parcel 1 of Parcel Map No. 389, according to the map thereof recorded in Book 4 of Parcel Maps at Page 89, Tulare County Records, situate in the Northeast quarter of Section 18, Township 22 South, Range 27 East, Mount Diablo Base and Meridian.

Said easement location is further described in Exhibit A attached hereto. Easement width shall be twenty feet (25) feet unless otherwise shown on Exhibit B attached hereto.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee:

- A. Grantee shall comply with all applicable State and Federal laws, Executive Orders, and Federal rules and regulations, except that no future administrative rule or regulation shall reduce unreasonably the rights herein expressly granted.
- B. Grantee shall have the right to use the road on the easement for all purposes deemed necessary or desirable by Grantee in connection with the protection, administration, management, and utilization of Grantee's lands and resources, now or hereafter owned or controlled.
- C. The Grantee shall provide maintenance commensurate with its use so that damage will not result on adjacent Reclamation lands or facilities. Leadoff drainage and water barriers shall be constructed and maintained as necessary to prevent erosion.

The foregoing notwithstanding, this easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, and assignees:

1. The right to use the roads without cost for all purposes deemed necessary or desirable by Grantor in connection with the protection and administration of Grantor's lands or resources, now or hereafter owned or controlled.
2. The right alone to extend rights and privileges for use of the road constructed on the premises to other users; provided, that such users shall pay a fair share of the current replacement cost less depreciation of the road to the Grantee and reconstruct the road as necessary to accommodate their use.
3. The Grantor retains the right to occupy and use the right-of-way and to issue or grant rights-of-way for land uses for other than road purposes, upon, over, under, and through the easement area provided that the occupancy and use do not interfere unreasonably with the rights granted herein.
4. The right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as does not interfere unreasonably with use of the road.

1. NOTICES.

- a. Unless expressly set forth elsewhere in this Easement, any notice, demand, or request required or authorized by this Easement to be given or made to or upon the United States and/or Reclamation shall be deemed properly given or made if delivered or mailed postage-prepaid to the Area Manager, Bureau of Reclamation, 1243 "N" Street, Fresno, California 93721-1813.
- b. Any notice, demand, or request required or authorized by this Easement to be given or made to or upon the Grantee shall be deemed properly given or made if delivered or mailed postage-prepaid to the Grantee, c/o Michael Knight, 291 N. Main Street, Porterville, CA 93257.

- c. The designation of the person to or upon whom any notice, demand, or request is to be given or made, or the address of such person may be changed at any time by notice given in the same manner as provided in this Article for other notices.

2. DISCOVERY OF CULTURAL RESOURCES.

The Grantee shall immediately provide an oral notification to Reclamation's authorized official of the discovery of any and all antiquities or other objects of archaeological, cultural, historic, paleontological or scientific interest on Reclamation lands. The Grantee shall follow up with a written report of their finding(s) to Reclamation's authorized official within forty-eight (48) hours. Objects under consideration include, but are not limited to, historic or prehistoric ruins, human remains, funerary objects, and artifacts discovered as a result of activities under this Easement. The Grantee shall immediately cease the activity in the area of the discovery, make a reasonable effort to protect such discovery, and wait for written approval from the authorized official before resuming the activity. Protective and mitigative measures specified by Reclamation's authorized official shall be the responsibility of the Grantee.

3. HAZARDOUS MATERIALS.

The Grantee, its employees, contractors, or agents agree as follows:

- a. The Grantee may not allow contamination or pollution of Federal lands, waters or facilities by its employees or agents and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include but are not limited to hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.
- b. The Grantee shall comply with all applicable Federal, State, and local laws and regulations, and Reclamation policies and directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of on or in Federal lands, waters or facilities.
- c. "Hazardous material" means any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., and the regulations promulgated pursuant to that Act.
- d. Upon discovery of any event which may or does result in contamination or pollution of Federal lands, waters or facilities, the Grantee shall initiate any necessary emergency measures to protect health, safety and the environment and shall report such discovery and full details of the actions taken to the Area Manager. Reporting may be within a reasonable time period. A reasonable time period shall mean within twenty-four (24) hours of the time of discovery if it is an emergency or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.
- e. Violation of any of the provisions of this Article, as determined by the Area Manager, may constitute grounds for termination of this Easement. Such violations require

immediate corrective action by the Grantee and shall make the Grantee liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

- f. The Grantee agrees to include the provisions contained in paragraphs (a) through (e) of this Article in any subcontract or third-party contract it may enter into pursuant to this Easement.
- g. Reclamation agrees to provide information necessary for the Grantee, using reasonable diligence, to comply with the provisions of this Article.

4. SUCCESSORS IN INTEREST OBLIGATED.

This Easement shall be binding upon and inure to the benefit of the successors and assigns of the Grantee; provided, however, except as otherwise herein written, that no assignment of the privileges, benefits, obligations or liabilities of the Grantee herein, whether by operation of law or otherwise, shall be valid without the prior written consent of the United States.

5. NO WARRANTY.

The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein, or the condition at any time of the Easement Premises, or any of the property of the United States thereon, or the suitability of the Easement Premises for the purposes of the Grantee.

6. INDEMNIFICATION AND HOLD HARMLESS.

The Grantee hereby agrees to indemnify and hold harmless the United States, their respective employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage of any nature, or claims for personal injury or death arising out of the activities of the Grantee or under the control of or permitted by the Grantee under this Easement.

7. COVENANT AGAINST CONTINGENT FEES.

The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Easement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing businesses. For breach or violation of this warranty, the United States shall have the right to annul this Easement without liability, or at its discretion require the Grantee to pay the full amount of such commission, percentage, or brokerage or contingent fee to the United States.

8. SEVERABILITY.

Each provision of this Easement shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Easement shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only

to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the Easement as a whole.

9. OFFICIALS NOT TO BENEFIT.

No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

IN WITNESS WHEREOF, the parties hereto have caused this Contract and Grant of Easement to be executed the day and year first above written.

UNITED STATES OF AMERICA

By: _____
Adam M. Nickels
Regional Resources Manager
California-Great Basin Region
U.S. Department of the Interior
Bureau of Reclamation

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.

**ACKNOWLEDGMENT OF
THE UNITED STATES OF AMERICA**

STATE OF CALIFORNIA

County of _____

On _____ before me, _____, personally
(here insert name and title of the officer)

appeared _____

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

ACCEPTANCE OF GRANTEE

The foregoing conveyance is hereby accepted by the Grantee. The Grantee further agrees, by this acceptance, to the sufficiency of the conveyance and to comply with the terms and covenants of the within and foregoing Contract and Grant of Easement. The Grantee further agrees by this acceptance to assume and be bound by all the obligations, conditions, covenants, and agreements therein contained.

CITY OF PORTERVILLE, A MUNICIPAL CORPORATION

By: _____

Name: _____

Its : _____

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.

ACKNOWLEDGMENT OF GRANTEE

STATE OF CALIFORNIA

County of _____

On _____ before me, _____, personally
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

Exhibit “A”

EXHIBIT “A”

That portion of Parcel 1 of Parcel Map No. 389, according to the map thereof recorded in Book 4 of Parcel Maps at Page 89, Tulare County Records, situate in the Northeast quarter of Section 18, Township 22 South, Range 27 East, Mount Diablo Base and Meridian, in the unincorporated area of the County of Tulare, State of California, described as follows:

A strip of land, 25 feet wide, lying westerly of and contiguous with the following described line:

COMMENCING for reference at the Northwest corner of the Northeast quarter of said Section 18; thence

South 89°38'32" East, along the North line of said Northeast quarter, 636.45 feet; thence

South 0°20'11" West, 25.00 feet, more or less, to the South right of way line of Avenue 128, a county road, as shown on said Parcel Map No. 389, and the TRUE POINT OF BEGINNING; thence

South 0°20'11" West, 1172.86 feet, more or less, to the Northerly line of Parcel 2 of said Parcel Map No. 389 and the TERMINUS of said strip.

The west line of said strip is to be lengthened or shortened to terminate on the South right of way line of said Avenue 128 and the Northerly line of said Parcel 2.

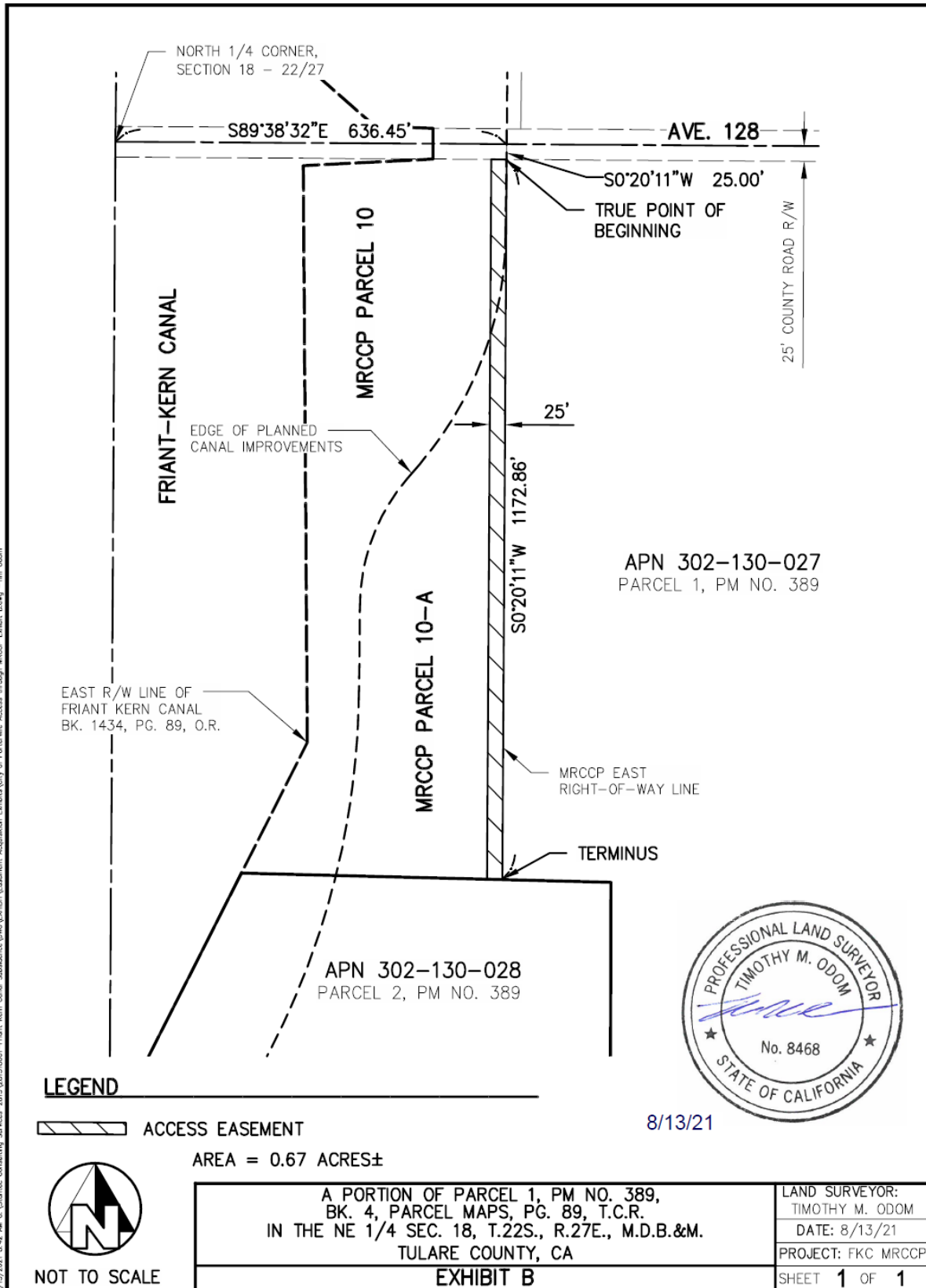
Containing an area of 0.67 acres, more or less.

END OF DESCRIPTION



8/13/21

Exhibit "B"



RECORDED FOR THE BENEFIT OF
FRIANT WATER AUTHORITY

WHEN RECORDED RETURN TO:

Bender Rosenthal, Inc.
Attn: Rebekah Green
2825 Watt Avenue, Suite 200
Sacramento, CA 95821

No Fee Document – per Government code 27383
No Document Transfer Tax- per R&T Code 11922

A portion of APN: 302-130-027

SPACE ABOVE THE LINE FOR RECORDER'S USE

QUITCLAIM OF EASEMENT DEED

CITY OF PORTERVILLE, A MUNICIPAL CORPORATION, does hereby remise, release, and quitclaim to FRIANT WATER AUTHORITY, a California joint powers authority, all of City's title, interest, rights, and obligations under that certain "50' Private Access Easement Deed" in the County of Tulare, State of California, more particularly described in the attached legal description as Exhibit "A"

IN WITNESS WHEREOF, the undersigned Grantor has executed this Grant Deed as of this _____ day of _____, 2021.

GRANTOR: CITY OF PORTERVILLE, A MUNICIPAL CORPORATION

By: _____

Name: _____

Dated: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)

County of _____)

On _____ before me, _____,
*Date Here Insert Name and Title of the Officer*personally appeared _____
Name(s) of Signer(s)

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 _____
*Signature of Notary Public**Place Notary Seal Above***OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

EXHIBIT "A"

That strip of land, 50 feet in width, lying within Parcel 1 of Parcel Map No. 389, according to the map thereof recorded in Book 4 of Parcel Maps at Page 89, Tulare County Records, and identified on said Parcel Map as "50' Private Access Easement", situate in the Northeast quarter of Section 18, Township 22 South, Range 27 East, Mount Diablo Base and Meridian, in the unincorporated area of the County of Tulare, State of California.

END OF DESCRIPTION



10/3/21

RECORDED FOR THE BENEFIT OF
Friant Water Authority

WHEN RECORDED RETURN TO:

Bender Rosenthal, Inc.
Attn: Rebekah Green
2825 Watt Avenue, Suite 200
Sacramento, CA 95821

APN: 302-130-007, 302-130-019 and 302-130-021

SPACE ABOVE THE LINE FOR RECORDER'S USE

NON-EXCLUSIVE ROAD EASEMENT DEED FOR INGRESS AND EGRESS

The undersigned Grantor (s) declare (s): Documentary Transfer Tax is: \$0.00 (County Tax): and \$0.00 (City Tax).

[X] Unincorporated area, County of Tulare

[] computed on full value of property conveyed, or

[] computed on full value less liens or encumbrances remaining at time of sale

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged City of Porterville, a municipal corporation, hereby grants to Revocable Trust dated April 22, 1997; Mark Charles Jagers and Virginia G. Jagers, Trustees under the Mark Charles Jagers and Virginia G. Jagers Family Trust, established March 30, 2005; Michael L. Shannon and Katherine L. Shannon, as Trustees of the Shannon Family Revocable Trust of June 1, 2004; Mark C. Jagers and Virginia Jagers, husband and wife, as community property; and Jerry Calvin and Linda S. Calvin, as Trustees of the Calvin Family Revocable Trust of January 16, 1997

An Non-Exclusive Easement for ingress and egress and incidental purposes over the following described real property ("Servient Tenement") in the County of Tulare, State of California as shown in Exhibit "A" attached hereto and incorporated herein. APNs: 302-130-007, 302-130-019 and 302-130-019.

Said Non-Exclusive Easement is appurtenant to and for the benefit of the following described property ("Dominant Tenement") in the County of Tulare, State of California, as shown in Exhibit "B" attached hereto and incorporated herein. APN: 302-130-010 and 302-130-030.

This appurtenant Non-Exclusive Easement is described as a portion of the Servient Tenement and more specifically described in Exhibit "B" attached hereto and incorporated herein.

This appurtenant Non-Exclusive Easement shall run with the land described above and for the sole benefit of the Dominant Tenement and shall bind the heirs, successors and assigns of the above named Grantor (s) and Grantee(s), and the County Recorder is hereby instructed to index this Easement Deed for Ingress and Egress in the grantor/grantor index under the names of the respective parties

Grantor: City of Porterville, a municipal corporation

By: _____

Name: _____

Its: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of _____)

On _____ before me, _____,
*Date Here Insert Name and Title of the Officer*personally appeared _____
Name(s) of Signer(s)

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 _____
*Signature of Notary Public**Place Notary Seal Above***OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

EXHIBIT A

EXHIBIT "A"

That strip of land, 20 feet wide, situate in the Southeast quarter of Section 18 and the Southwest quarter of Section 17, both in Township 22 South, Range 27 East, Mount Diablo Base and Meridian, in the unincorporated area of the County of Tulare, State of California, the centerline of said strip being described as follows:

Beginning at a point on the North line of the Southwest quarter of said Section 17, said point lying North $89^{\circ}52'30''$ East, 32.80 feet from the Northwest corner of said Southwest quarter, as measured along said North line; thence

South $31^{\circ}42'20''$ East, 28.41 feet; thence

South $24^{\circ}56'57''$ East, 76.60 feet; thence

South $0^{\circ}19'59''$ West, 35.69 feet; thence

South $25^{\circ}21'09''$ West, 85.68 feet; thence

South $0^{\circ}19'18''$ West, 939.60 feet; thence

South $48^{\circ}02'10''$ West, 46.37 feet to a point lying 10.00 feet East of the West line of said Southwest quarter, measured at right-angles thereto; thence

South $0^{\circ}19'18''$ West, parallel with said West line, 1432.57 feet; thence

South $45^{\circ}17'15''$ West, 34.17 feet, more or less, to a point on the South line of the Southeast quarter of said Section 18, and the TERMINUS of said strip.

The side lines of said strip are to be lengthened or shortened so as to terminate on the North line of the Southwest quarter of said Section 17 and the South line of the Southeast quarter of said Section 18.

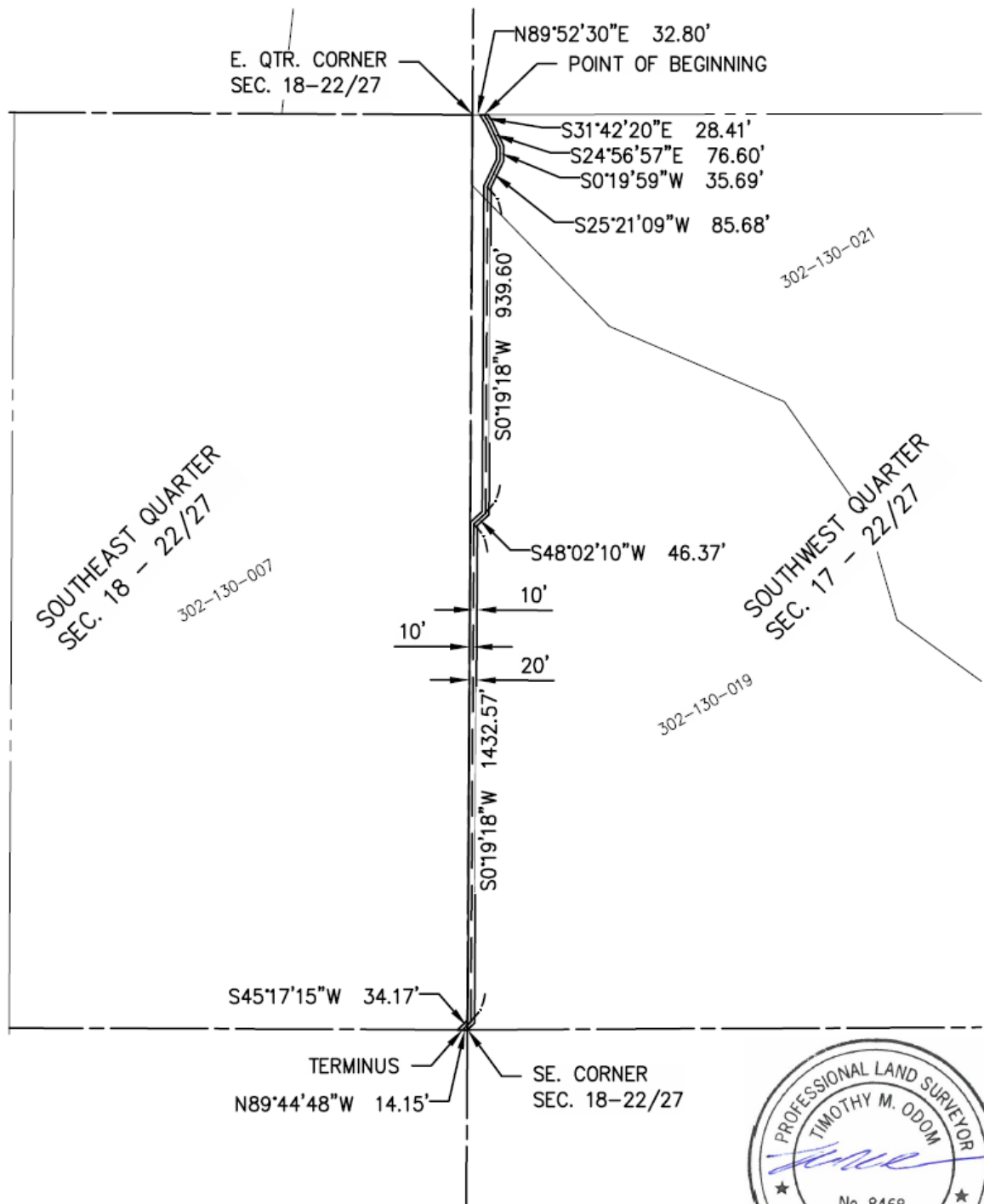
Containing an area of 1.23 acres, more or less.

END OF DESCRIPTION



10/26/20

10/26/2020 2:28 PM C:\Stantec\Consulting\Projects\2015\20151001-Front Kern Canal Subdivision\DWG\2015\20151001-Front Kern Canal Subdivision\Exhibit B.dwg -Tim Odom



NOT TO SCALE

PORTIONS OF APN 302-130-007, -019, & -021 SEC. 17 & 18, T.22S., R.27E., M.D.B.&M. TULARE COUNTY, CA EXHIBIT B	LAND SURVEYOR: TIMOTHY M. ODOM
	DATE: 10/26/20
	PROJECT: FKC MRCCP
	PAGE: 1 OF 1

EXHIBIT B

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Tulare, State of California, described as follows:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF TULARE, STATE OF CALIFORNIA, BEING ALL OF THE 2.9 ACRE PARCEL OF LAND DESCRIBED IN THE DEED TO UNITED STATES OF AMERICA, DATED JANUARY 10, 1950, AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON JUNE 5, 1950, IN BOOK 1449 OF OFFICIAL RECORDS AT PAGE 136, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF SAID SECTION 18 DISTANT THEREALONG SOUTH 89° 42' EAST 265.0 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 18, SAID POINT BEING ALSO THE SOUTHWESTERLY CORNER OF SAID 2.9 ACRE PARCEL; THENCE FROM SAID POINT OF BEGINNING ALONG THE BOUNDARY AT SAID 2.9 ACRE PARCEL AS FOLLOWS: NORTH 0° 02' EAST 73.6 FEET; THENCE SOUTH 89° 58' EAST 5.0 FEET; THENCE NORTH 0° 02' EAST 695.0 FEET; THENCE SOUTH 40° 32' EAST 292.2 FEET; THENCE SOUTH 0° 02' WEST 547.5 FEET TO THE SOUTHERLY BOUNDARY OF SAID SECTION 18; THENCE CONTINUING ALONG THE BOUNDARY OF SAID 2.9 ACRE PARCEL WHICH IS IN THE SOUTHERLY BOUNDARY OF SAID SECTION 18, NORTH 89° 42' WEST 195.0 FEET TO THE POINT OF BEGINNING.

APN: 302-130-010

Real property in the unincorporated area of the County of Tulare, State of California, described as follows:

PARCEL NO. 1

THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND ON FILE IN THE BUREAU OF LAND MANAGEMENT AT THE DATE OF THE ISSUANCE OF THE PATENT THEREOF.

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE UNITED STATES OF AMERICA BY DEEDS DATED NOVEMBER 6, 1948, AND JANUARY 10, 1950, RECORDED IN [BOOK 1434, PAGE 89](#) OF OFFICIAL RECORDS AND IN [BOOK 1449, PAGE 136](#) OF OFFICIAL RECORDS.

ALSO EXCEPT THE SOUTH 25 FEET THEREOF.

PARCEL NO. 2:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND ON FILE IN THE BUREAU OF LAND MANAGEMENT AT THE DATE OF THE ISSUANCE OF THE PATENT THEREOF, LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE LAND CONVEYED TO THE UNITED STATES OF AMERICA BY DEED RECORDED SEPTEMBER 21, 1949 IN [BOOK 1390 PAGE 147](#) OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL MINERALS, OIL AND GAS IN, UPON OR UNDERLYING THE AFORESAID LANDS OR ANY OF THEM AND THE EXCLUSIVE RIGHT TO NEGOTIATE OR PROCURE MINERAL LEASES WITH A PERPETUAL RIGHT TO ENTER UPON ALL THE PREMISES OR PROSPECT, EXPLORE, DRILL, OPERATE, DEVELOP AND DISPOSE OF ALL SUCH MINERALS, OIL, AND GAS; SUBJECT, HOWEVER, TO THE FURTHER CONDITION THAT THE GRANTEE ABOVE NAMED AND HIS SUCCESSORS AND ASSIGNS SHALL BE PROMPTLY COMPENSATED FOR ALL ACTUAL DAMAGES AND INJURY TO THE SURFACE, IMPROVEMENTS, GRASS AND CROPS CAUSED BY THE PROSPECTING, DRILLING, OPERATING AND DEVELOPMENT WORK, AS RESERVED BY DONOVAN O. PETERS, ET AL, IN DEED TO CYRILLE O. FAURE, TRUSTEE UNDER THE DECREE OF DISTRIBUTION IN THE MATTER OF THE ESTATE OF JOSEPH FAURE, DECEASED, DATED NOVEMBER 3, 1959, RECORDED JANUARY 20, 1960 IN [BOOK 2169 PAGE 26](#) OF OFFICIAL RECORDS.

APN: 302-130-030-000

RECORDING REQUESTED BY:

U.S. Department of the Interior
Bureau of Reclamation

WHEN RECORDED RETURN TO:

U.S. Department of the Interior
Bureau of Reclamation
California-Great Basin, CGB-450
2800 Cottage Way
Sacramento, CA 95825-1898

APNs: 302-130-015, 302-130-007, 302-130-019 and
302-130-021

DOCUMENTARY TRANSFER TAX: None
This conveyance is exempt from any
documentary transfer tax per California
Revenue and Taxation Code Section 11922

*Central Valley Project
Friant Kern Canal
Tulare County
Contract No. 21-LC-20-2910*

**TEMPORARY CONSTRUCTION EASEMENT
TO THE
UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION**

FRIANT KERN CANAL MIDDLE REACH CAPACITY CORRECTION PROJECT

THIS TEMPORARY CONSTRUCTION EASEMENT, made this ____ day of _____, 2021, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388) as amended and supplemented and particularly the Reclamation Project Act of 1939 (53 Stat. 187) is entered into, by and between the **CITY OF PORTERVILLE, A MUNICIPAL CORPORATION**, hereinafter called (Grantor), and the **UNITED STATES OF AMERICA**, acting by and through its Department of the Interior, Bureau of Reclamation, hereinafter called (Grantee).

RECITALS

WHEREAS, the Grantor owns Tulare County Assessor Parcel Numbers 302-130-015, 302-130-007, 302-130-019 and 302-130-021 (Property); and

WHEREAS, the Grantor and Grantee have executed land purchase contract number 21-LC-20-2908 dated ____ day of _____, 2021. It is agreed within said contract the Grantee shall purchase a portion of said parcel hereinafter called the (Premises) from the Grantor for the construction of the Friant Kern Canal Capacity Correction Project (Project); and

WHEREAS, the Grantee intends to begin construction of the Project upon the Premises before the completion of the federal land acquisition process; and

NOW THEREFORE, in consideration of the mutual agreements and subject to the terms and conditions herein contained, the parties hereto agree as follows:

FOR A NOMINAL FEE OF FIVE HUNDRED DOLLARS (\$500), the Grantor hereby grants to the Grantee, without warranty of title, an exclusive temporary construction easement for the purposes of constructing the Project over, under, and across the Premises as described in **Exhibit “A”** and shown on the map marked as **Exhibit “B,”** both of which are attached hereto and made a part hereof.

TERMS AND CONDITIONS.

1. The Grantee shall at all times have unrestricted access to the easement premises for the purpose of constructing the Project including but not limited to construction of Reclamation works, utility relocations and other structures and appliances incident to said Reclamation works.
2. The Grantee accepts the easement premises as is and acknowledges that the Grantor is under no obligation to improve the present condition of the easement premises.
3. Grantee shall comply with all applicable laws, ordinances, and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at Grantee’s sole cost and expense.
4. Grantee shall not use, deposit, or permit the use or deposit of any hazardous material or toxic waste or other harmful substances on any real property of the Grantor.
5. The Bureau of Reclamation, as an agency of the United States of America, agrees to indemnify, defend, and hold harmless the Grantor, including its officers, agents, employees, consultants and independent contractors (collectively, “Grantor Indemnitees”), from and against any and all claims, demands, losses, damages, causes of action, suits and liabilities of every kind for injury to or death of a person or for loss of or damage to any property, resulting from any negligent act or omission of any officer, employee, consultant, or independent contractor of the United States in the course of his or her employment arising under or related to Reclamation’s obligations under this Agreement as limited and determined through the Federal Torts Claims Act (FTCA) claim process. Under the FTCA, the federal government acts as a self-insurer, and recognizes liability for the negligent or wrongful acts or omissions of its employees acting within the scope of their official duties. The United States is liable to the same extent an individual would be in like circumstances. The statute substitutes the United States as the defendant in such a suit and the United States – not the individual employee – bears any resulting liability.
6. The term of this easement shall be from the date first above written and shall terminate immediately upon completion of the acquisition of fee title of the Premises by the Grantee.

7. GRANTORS warrant that they have not employed any person to solicit or secure this exchange upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the United States the right to annul the Easement.
8. No Member or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Easement, or to any benefit that may arise here from, but this restriction shall not be construed to extend to this Easement if made with a corporation or company for its general benefit.

NOTICES.

- A. Any notice, demand, or request required or authorized by this Easement to be given or made to or upon the United States and/or Reclamation shall be deemed properly given or made if delivered or mailed postage-prepaid to the Regional Resources Manager, Bureau of Reclamation, California-Great Basin, CGB-450, 2800 Cottage Way, Sacramento, California 95825-1898.
- B. Any notice, demand, or request required or authorized by this Easement to be given or made to or upon the Grantor shall be deemed properly given or made if delivered or mailed postage-prepaid to the Grantor, c/o Michael Knight, 291 N. Main Street, Porterville, CA 93257.

IN WITNESS WHEREOF, the parties hereto have caused this Temporary Construction Easement to be executed the day and year first above written.

**CITY OF PORTERVILLE, A MUNICIPAL
CORPORATION**

By: _____

Name: _____

Its : _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of _____)

On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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 _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

ACCEPTANCE BY GRANTEE

The foregoing conveyance is hereby accepted by Grantee. Grantee further agrees, by this acceptance, to sufficiency of the conveyance and to comply with the terms and covenants of within and foregoing Temporary Construction Easement. Grantee further agrees by this acceptance to assume and be bound by all obligations, conditions, covenants, and agreements therein contained.

UNITED STATES OF AMERICA

By:

Adam M. Nickels
Regional Resources Manager
California-Great Basin Region
U.S. Department of the Interior
Bureau of Reclamation

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)

County of _____)

On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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 _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Capacity(ies) Claimed by Signer(s)

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☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

EXHIBIT "A"

EXHIBIT "A"

Friant-Kern Canal Middle Reach Capacity Correction Project

Parcel 9:

That portion of the Southeast quarter of Section 7, Township 22 South, Range 27 East, Mount Diablo Base and Meridian, in the unincorporated area of the County of Tulare, State of California, according to the official plat thereof, described as follows:

Beginning at a point on the South line of the Southeast quarter of said Section 7, said point lying South $89^{\circ}38'32''$ East, 516.50 feet from the Southwest corner of said Southeast quarter, as measured along said South line, and being the Southeast corner of that parcel conveyed to the United States of America in the Grant Deed recorded in Book 1311, Page 36, Official Records of Tulare County; thence along the Easterly line of said parcel conveyed to the United States of America and the Easterly line of that parcel described as Tract One in the Declaration of Taking recorded in Book 2159, Page 645, Official Records of Tulare County, the following seven (7) courses:

North $0^{\circ}18'47''$ East, 25.00 feet to a point on the South line of Lot 45 of Porterville Fruit and Farms Tract, according to the map thereof recorded in Book 15 of Maps at Page 23, Tulare County Records, distant thereon 516.4 feet from the Southwest corner of said Lot 45; thence

North $87^{\circ}45'33''$ West, 94.81 feet; thence

North $48^{\circ}38'33''$ West, 165.56 feet; thence

North $0^{\circ}31'27''$ East, 224.70 feet; thence

North $1^{\circ}45'33''$ West, 500.70 feet; thence

North $3^{\circ}02'27''$ East, 455.47 feet; thence

North $0^{\circ}31'27''$ East, 1.19 feet to a point on the North line of said Lot 45; thence departing said Easterly line

South $89^{\circ}37'14''$ East, along said North line, 112.87 feet; thence

South $0^{\circ}38'52''$ West, 541.87 feet to the beginning of a tangent curve, concave easterly and having a radius of 320.00 feet; thence

Southerly, 167.55 feet along the arc of said curve, through a central angle of $30^{\circ}00'00''$; thence

South 29°21'08" East, 218.85 feet to the beginning of a tangent curve, concave westerly and having a radius of 580.00 feet; thence

Southerly, 303.69 feet along the arc of said curve, through a central angle of 30°00'00"; thence

South 0°38'52" West, 135.36 feet to a point on the South line of the Southeast quarter of said Section 7; thence

North 89°38'32" West, along said South line, 119.95 feet to the POINT OF BEGINNING.

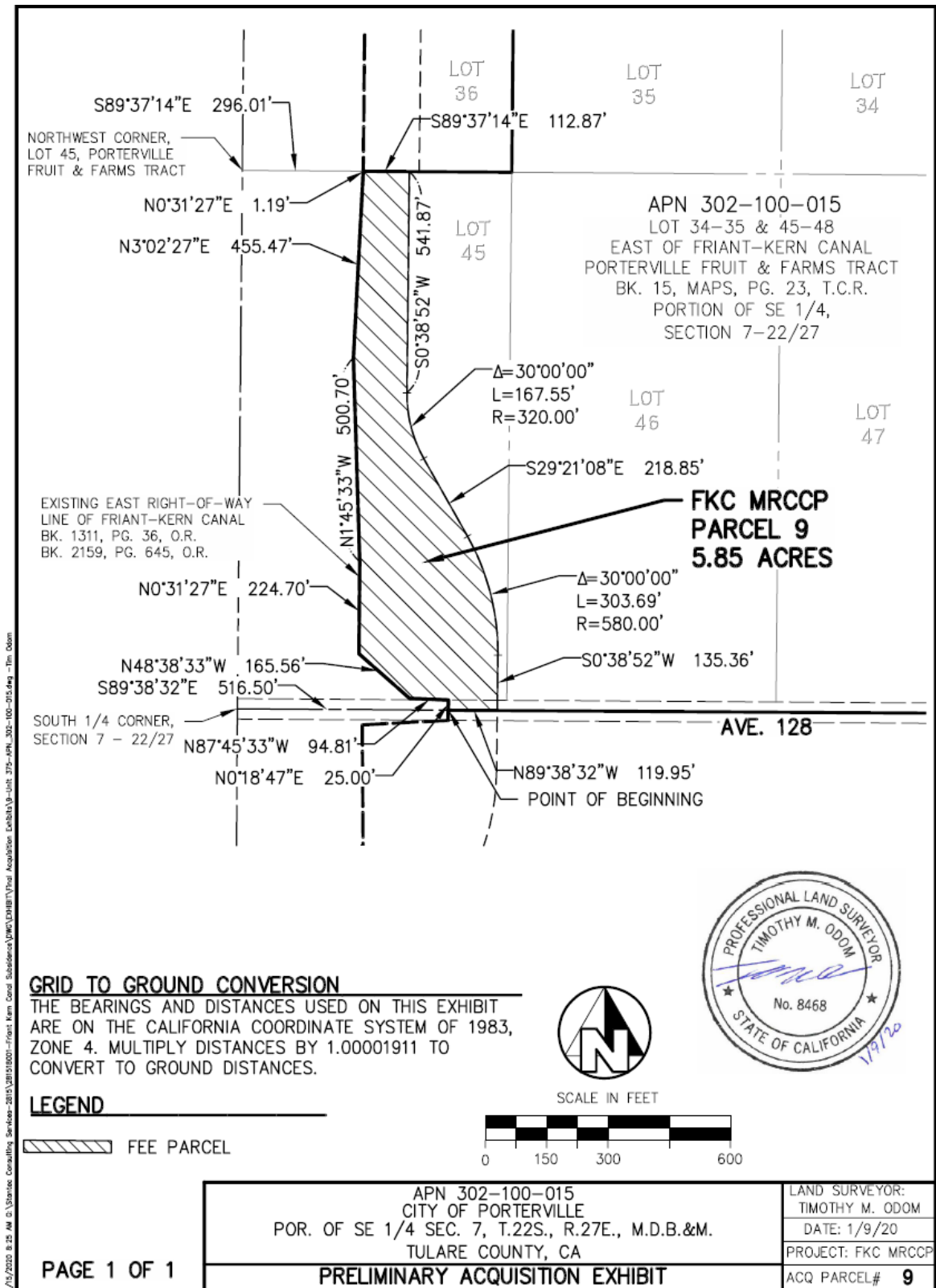
Containing an area of 5.85 acres, more or less.

The bearings and distances used in this description are on the California Coordinate System of 1983, Zone 4. Multiply distances by 1.00001911 to convert to ground distances.

END OF DESCRIPTION



EXHIBIT "B"





CITY COUNCIL AGENDA – DECEMBER 21, 2021

SUBJECT: Authorize Construction of a Concrete Slab for a Teq One Table in Veterans Park

SOURCE: Parks and Leisure Services

COMMENT: Teqball is a soccer-based sport played on a specially curved table and is one of the fastest growing sports throughout the world. The sport was founded in Hungary in 2014 and officially made its way to the United States in 2019. Teqball games are played across a table with a net between two opponents (singles), or two teams of two (doubles). Points can be scored by getting the ball over the net with any part of your body except your arms or hands. Teqball has held three world cup tournaments and has its eyes set on becoming an Olympic sport at the Los Angeles Summer Games in 2028. The sport develops technical skills, concentration and stamina. Modified versions of volleyball and ping pong may also be played on the Teq One table.

City staff was successful in receiving a Teq One table as a donation from Teqball, Inc. Staff requested that the table be placed at Veterans Park due to its high profile location. Depending on the popularity of the Teq One table, similar tables could serve as a nice complement to the multi-sport arenas scheduled for installation at the Heritage Complex site. A concrete slab is the recommended playing surface for the table at Veterans Park.

Staff received the following quotes for the concrete work:

Advanced Concrete \$ 9,567.00
Valley Oak Contractors \$ 9,920.00
JR Concrete Inc \$10,766.40

The lowest quote for the concrete work, which includes a 30' x 40' slab and a 5' x 8' connection to the trail, is \$9,567. The project cost would be expended within the Parks and Leisure Services Department budget.

RECOMMENDATION: That the City Council authorize the construction of a concrete slab and trail connector portion by Advanced Concrete, for a Teq One table at Veterans Park in an amount not to exceed \$10,523.70, which includes a ten percent (10%) contingency.

ATTACHMENTS:

1. Locator Map
2. Teq One Table Illustration

3. Concrete Quotes

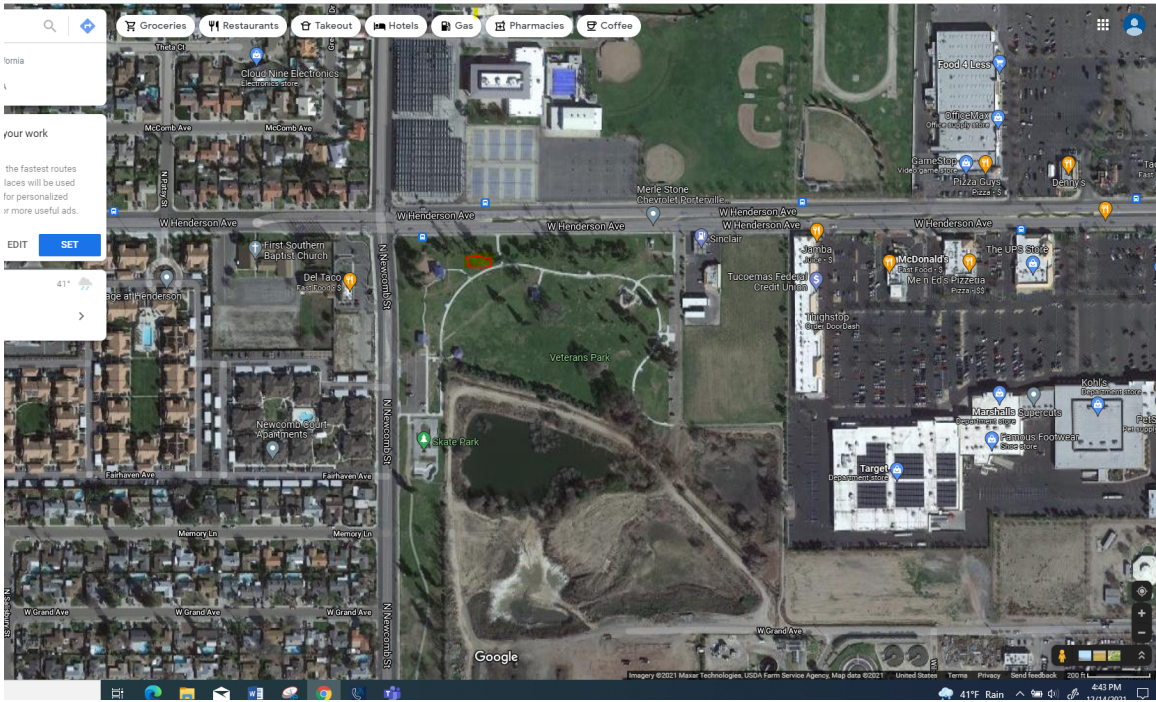
Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager





ADVANCED CONCRETE

1018 W. Teapot Dome Ave., Ste. E
Porterville, CA. 93257

(559) 782-6322

License # 795279
DIR # 1000043065
DBE # 46217

Project Proposal:

Date: 11-24-2021

To: City of Porterville

Project: Veterans park slab

Scope of work:

1. Clear and grub 30'x40' of existing grass
2. Form and pour 30' x 40' of 4" concrete slab
3. Form and pour approx. 5'x8' of 4" concrete sidewalk

Total: \$ 9,567

Addendums:

Notes: excludes prevailing wages

Exclusions:

1. Permits, staking, testing & bonds.
2. Compaction testing
3. Traffic Control

THANKS FOR THE OPPORTUNITY TO PROVIDE THIS PROPOSAL, PLEASE CALL WITH ANY QUESTIONS.

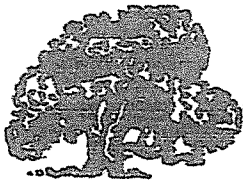
Sal Limon, Estimator

O: (559) 782-6322

C: (559) 202-9333

estimating.advancedconcrete@gmail.com

Terms & Conditions:



VALLEY OAK CONTRACTORS

84 So. Newcomb, Porterville, CA 93257
State Contractor's License No. 691909

Telephone (559) 784-4963
Fax (559) 783-9610



PROPOSAL and CONTRACT

To CITY OF PORTERVILLE FOR VETERANS PARK CONCRETE
ATT DARRIN MADDOX Date _____

Dear Sir:

WE propose to furnish all materials and perform all labor necessary to complete the following:
REMOVE GRASS AND SOIL REPLACE WITH NEW
CONCRETE SLABS ONE 40' X 30' AND ONE 5' X 8'

All of the above work to be completed in a substantial and workmanlike manner according to standard practices for the sum of Nine Thousand Nine Hundred Twenty Dollars (\$ 9,920.00)

Payments to be made 50% prior to start, balance on completion.

Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written order for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

Address _____

Phone _____

Respectfully submitted,

By _____

License No. 691909

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which _____ agree to pay the amount mentioned in said proposal and according to the terms thereof.

ACCEPTED

Date _____

NOTICE TO OWNER

Contractors are required by law to be licensed and regulated by the Contractors' State License Board.

Any questions concerning a contractor may be referred to the registrar of the board whose address is:
Contractors' State License Board, 1020 N Street, Sacramento, California 95814

"Under the Mechanics' Lien Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property."

"Under the law, you must protect yourself against such claims by filing, before commencing such work or improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract."

JR CONCRETE, INC.

**20113 Avenue 168
Porterville CA 93257**

Estimate

<i>Date</i>	<i>Estimate #</i>
11/16/2021	499

<i>Name / Address</i>
<i>City of Porterville Parks and Leisure Attention: Darren Maddox</i>

<i>P.O. No.</i>	<i>Project</i>

<i>Qty</i>		<i>Description</i>		<i>Total</i>
1,244.67		Concrete slab at veterans Park, 4" thick with fiber mesh and saw cut control joints.		10,766.40
<i>Phone #</i>		<i>Fax #</i>	<i>E-mail</i>	<i>Total</i>
(559) 781-3262		(559) 784-2147	jrconcrete@ocsnet.net	\$10,766.40
Thank you for the opportunity to bid !				



CITY COUNCIL AGENDA – DECEMBER 21, 2021

SUBJECT: Correction to Donated Fire Engine to Porterville College Fire Academy

SOURCE: Fire

COMMENT: At its meeting on October 6, 2020, the City Council approved the donation of a surplus Fire Department engine to the Porterville College Fire Academy. It has since come to the attention of staff that the wrong surplus engine was referenced in the staff report. In error, the staff report referenced Unit #2101, a 1996 Rosenbauer engine for donation to the Academy. While the Department had two surplus engines of similar valuation in its inventory, the Department had intended on donating the other engine to the Academy, Unit 2199, a 2001 HME fire engine. Staff requests that the Council repeal its action of October 6, 2021, and approve the donation of Unit 2199, a 2001 HME fire engine.

RECOMMENDATION: That the City Council:

1. Repeal the Council's action on October 6, 2020, via Minute Order 08-100620; and
2. Authorize the donation of surplus Unit 2199, a 2001 HME fire engine, to the Porterville College Fire Academy.

ATTACHMENTS: 1. City Council Agenda Staff Report: October 6, 2020

Appropriated/Funded:

Review By:

Department Director:

Bryan Cogburn, Battalion Chief

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – OCTOBER 6, 2020

SUBJECT: Donation of Fire Engine to the Porterville College Fire Academy

SOURCE: Fire

COMMENT: Engine 2101 has served the Porterville Fire Department since its manufacture in 1996. For the past 12 years, it has functioned as a reserve engine, which reserve engines are maintained only to be used in the event that a front line engine is out for repair or otherwise unavailable.

After 23 years of service, this piece of apparatus has come to the end of its functional life for emergency services. However, it continues to be operational, and would be a valuable learning instrument for the Porterville College Fire Academy. The estimated value of Engine 2101 by Rosenbauer is \$20,000. Engine 2191, built in 2013, took its place as a reserve engine on September 28, 2020, when Engine 2180, a 2020 Rosenbauer Commander engine authorized for purchase by the City Council on December 18, 2018, was fully equipped and placed into operation at Station 71.

RECOMMENDATION: That the City Council authorize the donation of Engine 2101 to the Porterville College Fire Academy

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Dave LaPere, Fire Chief

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – DECEMBER 21, 2021

SUBJECT: Renewal of Airport Lease Agreement - Lot 30 A1, A2 and A3

SOURCE: Finance

COMMENT: Matt Quatacker, Mike Quatacker and Debbie Quatacker are the current leaseholders of Lot 30 A1, A2 and A3 at the Porterville Municipal Airport. The current lease expires on January 31, 2022. The City has received a request from Debbie Quatacker, dated November 20, 2021, to renew their lease for a period of fifteen (15) years. The lot is approximately 18,760 square feet in area and will rent for a rate of \$0.358 per square foot with an annual adjustment according to the change in the Consumer Price Index. The lease will begin on February 1, 2022 and expire on January 31, 2037.

The hangars are currently rented to Wings Aloft for the storage of aircraft. The Consent to Sublet was approved by City Council at its meeting on July 6, 2021 and expires on July 31, 2023.

RECOMMENDATION: That the City Council approve the extension of the Lease Agreement between the City and Matt Quatacker, Mike Quatacker and Debbie Quatacker for Lot 30 A1, A2 and A3 at the Porterville Municipal Airport for a term of fifteen (15) years.

ATTACHMENTS:

1. Draft Lease Agreement
2. Renewal Request Letter from Debbie Quatacker
3. Locator Map 30 A1-A3

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

LEASE AGREEMENT

PORTERVILLE MUNICIPAL AIRPORT

THIS LEASE AGREEMENT ("Lease"), executed at Porterville, California the first day of February, 2022, by and between the CITY OF PORTERVILLE, a charter city and municipal corporation of the State of California, hereinafter referred to as "City" and Matt Quatacker, Mike Quatacker and Debbie Quatacker, hereinafter referred to as "Lessee."

WHEREAS, City owns and operates an airport in the City of Porterville, State of California, commonly known and described as "Porterville Municipal Airport"; and

WHEREAS, Lessee desires to lease a portion of said airport for the purpose of operating an existing aircraft hangar to be used for the parking and storage of aircraft and other activities incidental thereto; and

WHEREAS, it is the desire of City to utilize said airport for the general public by its development and use in providing aeronautical-related facilities and service.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Premises: City, for and in consideration of the covenants, conditions, agreements, and stipulations herein set forth, does hereby demise and lease to Lessee, and Lessee hereby hires from City, those certain premises situated in the City of Porterville, State of California, described as Lot 30 A1, A2 and A3 at the Porterville Municipal Airport, more particularly described in Exhibit A being attached hereto and by this reference made a part hereof.

2. Term: The term of this Lease shall commence on February 1, 2022, both parties having executed the same, and shall terminate on January 31, 2037, provided Lessee is not in default with respect to any of the conditions or covenants of this lease. Notwithstanding the stated term of the Lease, the City may terminate this Lease at its pleasure and repossess the premises therein described upon three months' notice thereof and upon paying to the lessee the market value of any improvements made or put upon said premises by the lessee. The market value of such improvements shall be determined by a board of appraisers consisting of one appraiser appointed by the council, and a lessee

appraiser appointed by the lessee. The parties will follow Charter Section 68 concerning the determination of the value of the improvements.

3. Rental and Business Privilege Consideration: Lessee agrees to pay to City in lawful money of the United States without deductions or offset, to the Finance Director, City of Porterville, 291 N. Main Street, Porterville, California, 93257, or to such person or persons and at such place or places as may be designated from time to time by City, a rental rate of \$0.358 per square foot per year. Inasmuch as the lease site (See Exhibit "A" attached) contains approximately 18,760 square feet of land area, said rental rate will be \$6,716.08 annually, or \$559.67 per month, payable in advance.

Beginning January 1, 2023, and each January 1 thereafter for the term of this Lease, the rate shall be adjusted by a percentage equal to the annual percentage increase or decrease in the Consumer Price Index (CPI). The CPI used shall be a twelve (12) month average of the San Francisco CPI and the Los Angeles CPI as published for October of the prior year. The CPI index will be "All Urban Consumers."

4. Purpose: This Lease is made for the purpose of operating an existing aircraft hangar to be used for the parking and storage of aircraft and other activities incidental thereto. Lessee shall not use the premises or any part thereof or permit them to be used for any purpose or purposes other than stated above. The City reserves the right to conduct on-site inspections for the purpose of compliance with Building Code, Fire Code, and Zoning Ordinance. Lessee shall not do or permit any act or thing to be done upon the premises which constitutes a nuisance or which may disturb the quiet enjoyment of City or any tenant of City on adjacent neighboring property.

Lessee further agrees that, within 72 hours from receiving written notice by the City that a nuisance exists, to abate or otherwise cause said nuisance to be cured.

In the event Lessee has not (a) taken corrective action within 72 hours, or (b) filed an appeal with the City Council, City of Porterville, within 72 hours, then City may enter and abate said nuisance at the expense of Lessee without any liability whatsoever to City for monetary loss or anticipated profits of Lessee or others.

Said appeal to the City Council must be made in writing and be received by the City

Clerk, 291 N. Main Street, Porterville, California, 93257, within 72 hours after Lessee received notice of said nuisance.

5. Right of Ingress and Egress: Lessee shall have the right-of-way to property owned and controlled by City for ingress thereto and egress therefrom for pedestrian, vehicular, and air travel, together with the right to use in common with other Lessee or licensees of City the airplane landing field adjacent to the demised premises. None of these rights are exclusive, but shall be exercised in common with and subject to possible similar rights of other users of said airport. All of the foregoing is subject to such reasonable rules and regulations as the City or its authorized agents may make from time to time. Such rules and regulations, however, shall be reasonable and shall not conflict in any way with similar rules and regulations adopted from time to time by the Federal Aviation Administration or its successor.

6. Condition of Premises: Lessee has inspected the demised premises and knows the extent and condition thereof and accepts same in its present condition, subject to and including all defects, latent and/or patent.

7. Alteration: Lessee shall make no structural modifications to existing structures or make permanent improvements or additions in or on the demised premises without the written consent of the City Airport Manager first being obtained.

8. Maintenance: Lessee agrees to keep the improvements in a good state of repair by periodic maintenance and painting as the same are required and to keep the grounds of Lessee in a good state of maintenance and repair. During the term of this Lease, the City Airport Manager shall have the right to notify Lessee in writing wherein Lessee has failed to maintain said structure and improvements in a good state of repair. Lessee shall make such corrections in the time and manner prescribed by said Airport Manager, or in the event Lessee disagrees, Lessee shall have the right to appeal within fifteen (15) days from date of notice from said Airport Manager to the City Council concerning the request for maintenance made to Lessee by said Airport Manager; it being understood and agreed that the decision of the City Council shall be final.

9. Utilities: Lessee agrees to pay during the term of the Lease, or any holding over, any

and all utilities utilized by it to said demised premises. The term "utilities" as used herein shall include, but is not limited to, telephone, electrical, water, sewer, gas, janitorial, heating, cooling, and trash and refuse disposal service.

10. Utility Extension or Modification: Lessee shall pay any and all expenses that may be incurred in obtaining the extension of public utility services to the demised premises from existing utility facilities or any modifications of same.

11. Taxes and Assessments: Lessee understands that the Lease of the premises creates a possessory interest subject to taxation by the County of Tulare. Lessee agrees to pay all taxes and/or assessments levied by any governmental agency upon any interest acquired by Lessee under the terms of this Lease.

12. Compliance with Law: Lessee shall, at its expense, promptly comply with any and all laws, ordinances, rules, regulations, requirements, and order whatever, present or future, of the national, state, county or city government which may in any way apply to the use, maintenance or occupation of, or operations on the premises.

13. Liens and Encumbrances: Lessee shall keep the premises and all structures and improvements situated thereon free from any liens or encumbrances arising out of any work performed, material furnished, or obligations incurred by Lessee, or from any other cause.

14. Negation of Partnership: City shall not become or be deemed a partner or joint venturer with Lessee or associate in any relationship with Lessee's operations thereon. City reserves all rights in and with respect to the premises, not inconsistent with Lessee's use of the premises as in this Lease provided, including (without limiting the generality of the foregoing) the right of City to enter upon the premises for the purpose of installing, using, maintaining, renewing, and replacing such underground oil, gas, water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines as City may deem desirable in connection with the development or use of any other property in the neighborhood of the premises. City shall compensate Lessee for any and all damage to Lessee's improvement and personal property caused by the exercise of the rights reserved in this paragraph.

15. Indemnification: Lessee agrees to indemnify, defend (upon request by the City) and

save harmless the City, its agents, officers, and employees, and each of them, from any and all losses, costs, expenses, claims, liabilities, action, or damages, including liability for injuries to person or persons, or damage to property of third persons arising out of or in any way connected with (a) the conducting or operation of Lessee's business on the demised premises during the term of the Lease or any holding over, or (b) the construction or the removal of any facilities or improvements on the demised premises during the term of this Lease or any holding over.

16. Liability Insurance: Lessee, in order to protect the City, its agents, officers, and employees against all claims and liability for death, injury, loss, and damage as a result of Lessee's (a) use and operations on the demised premises or in connection therewith, or (b) construction or removal of any improvements on the demised premises or in connection therewith, shall name the City as additional insured on Lessee's aircraft insurance policy or policies in the amount of not less than TWO MILLION DOLLARS (\$2,000,000). Coverage shall include General Liability combined Bodily Injury and Property Damage, Single Limits and Aggregate, with a reliable insurance carrier authorized to do such public liability and property damage insurance business in the State of California. Said insurance shall not be subject to cancellation or coverage reduction without thirty (30) days prior written notice to City. Within (10) days from the date of this Lease, Lessee shall file with the City Clerk, City of Porterville, a duly certified Certificate of Insurance evidencing that the herein above mentioned public liability and property damage provisions have been complied with, and setting forth that City, its agents, officers, and employees are named as additional insured. In the event that Lessee shall fail to take out and keep in effect such policy or to furnish evidence thereof to City, City may, at City's option, procure the same, pay the premium thereof and collect same with the next payment of rental due from Lessee or immediately terminate this Lease. The limits of insurance coverage set forth herein may be reviewed by City each January and may be adjusted at such reviews in order to protect the interests of the City.

17. Nondiscrimination: Lessee for itself, its heirs, personal representatives, successors in interest and assigns as part of the consideration hereof does hereby covenant and agree that (1) no person on the grounds of race, color, ancestry, disability, gender, age, religion, sexual orientation or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected

to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, ancestry, disability, gender, age, religion, sexual orientation or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that Lessee shall use the premises in compliance with other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally - Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge a fair, reasonable and not unjustly discriminatory price for each unit or service; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or similar type of price reductions to volume purchasers.

In the event of breach of any of the above nondiscriminatory covenants, City shall have the right to terminate this Lease and to re-enter and repossess the demised premises and the facilities thereon and hold the same as if the Lease had never been made or issued.

Lessee agrees that it shall insert the above nondiscrimination provisions in any sublease or other agreement by which Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased.

18. Improvement of Land Area: City reserves the right to further develop or improve the landing area of the airport as it sees fit regardless of the desires or views of Lessee and without interference or hindrance.

19. Maintenance of Landing Area: City reserves the right to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard; providing further, City shall keep and maintain in a safe and operable condition the taxiways, runways (including the lighting thereof) and roadways on the airport during such hours and to such extent as City may determine is reasonably required for the operation of the airport.

20. Lease Subordinate to Agreements with the United States Government:

This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States relative to the development, operation or maintenance of the airport.

21. Non-Exclusive Right: It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 (a) of the Federal Aviation Act of 1958. (49 U.S.C. 1349).

22. Rights of United States Government: This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, or taking over of said airport.

23. Notices: All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service, Registered or Certified, postage prepaid and addressed as follows:

To the Lessee: Matt Quatacker
 Mike Quatacker
 Debbie Quatacker
 1279 W. Henderson Ave. #187
 Porterville, CA 93257

To the City: Airport Manager
 City of Porterville
 291 N. Main Street
 Porterville, CA 93257

The address to which the notices shall be or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

24. Authorized Agent of the City: The Airport Manager of the City of Porterville is the duly authorized agent of the City for purposes of this Lease; and as to any obligations assumed herein by Lessee, they shall be performed to the satisfaction of said Airport Manager.

25. Assignment and Subletting: This Lease shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors, and assigns of the respective parties

hereto. Lessee shall not, and Lessee herewith agrees that it will not, sublet the premises, or any part thereof or assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder without the prior written consent of the City. In the event the Lessee shall sublet, assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder, or any part thereof, or attempt to do so in violation to the foregoing provision, then in addition to any and all other rights and remedies available to it, the City may, at its option by written notice to Lessee, either declare such sublease, assignment, transfer, mortgage or other conveyance void or terminate this Lease and all rights and interest of Lessee and all other persons hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a transfer, mortgage, or conveyance. This clause shall not be construed to limit right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

26. Hypothecation: Lessee may, with the consent of the City, give, assign, transfer, mortgage, hypothecate, grant control of, or encumber Lessee's interest under this Lease and the leasehold estate so created to a bona-fide lender on the security of the leasehold estate. Any such bona-fide lender shall have the right at any time during the term of the loan and while this Lease is in full force and effect:

(a) To do any act or thing required of Lessee in order to prevent a forfeiture of Lessee's rights hereunder, and all such acts or things so done shall be as effective to prevent a forfeiture of Lessee's rights hereunder by Lessee.

(b) To succeed to the interest of Lessee hereunder and thereafter at such lender's option to convey, assign or sublease the interest or title to said leasehold estate to another person acceptable to City, subject to all the terms, conditions, and covenants of this Lease. Two (2) copies of any and all security devices or instruments shall be filed with City's Airport Manager prior to the effective date thereof, and Lessee shall give Airport Manager prior written notice of any changes or amendments thereto.

Any bona-fide lender shall have the right, if so permitted by the terms and conditions of the concerned instrument of hypothecation between lender and Lessee, to remove any or all of Lessee's improvements under said hypothecation from the demised premises, subject only to the restriction

that in the event of such removal, the demised premises herein above described be restored by Lessee to a condition satisfactory to the City's Airport Manager, and that said removal be done in a manner and at a time satisfactory with said Airport Manager.

27. Breach by Lessee: In the event of the breach by Lessee of any term, condition, or agreement herein contained, and the failure to cure such breach within thirty (30) days after written notice has been given to Lessee by City, this Lease and all privileges herein granted shall be terminated and be of no other force or effect, and Lessee shall immediately surrender possession of the premises hereby granted, and in the event City has to resort to legal action to enforce any provision hereof, or to obtain restitution hereunder, the Lessee shall pay all costs and expenses, including attorney's fees of such action. Providing further, that in the event Lessee breaches this Lease and abandons the demised premises before the end of the term, or if Lessee's right to possession is terminated by City because of a breach of this Lease, City shall have the right to recover from Lessee, as provided in State of California Civil Code Section 1951.2. Damages City may recover shall include the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Lessee proves could be reasonably avoided. This clause shall not be construed to limit any right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

28. Waiver of Breach: The waiver by City of any breach by Lessee of any provision contained herein shall not be deemed to be a waiver of such provision, or a waiver of any breach of any other provision contained herein.

29. Bankruptcy: In the event the (a) Lessee shall file a voluntary petition in bankruptcy proceeding; (b) any voluntary or involuntary proceeding for the reorganization of Lessee shall be instituted by anyone other than the City under any of the provisions of the bankruptcy laws of the United States; or (c) a receiver or judicial trustee or custodian shall be appointed for Lessee, or any alien or any writ of attachment, garnishment, execution, or distraint shall be levied upon any of Lessee's rights or interest under this Lease; or (d) there shall be any other assignment of any of Lessee's rights or interest under this Lease by operation of law, then in addition to any and all other rights and remedies available to it, City may, at its option by written notice to Lessee, terminate this

Lease and all rights and interest of Lessee and all other persons under this Lease. The term "Lessee," as used in this paragraph, includes any individual, partnership, or corporation who is a Lessee hereunder, even though several individuals, partnerships, or corporations are such, and includes each partner of any partnership who is a Lessee hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a consent to any other different or subsequent sublease, assignment, transfer, mortgage, or conveyance.

30. Quiet Possession: Notwithstanding any other provision in this Lease, City covenants that Lessee, on paying the rent and performing the covenants herein contained, shall and may peaceably and quietly have and enjoy the demised premises for the term hereof.

31. Surrender of Premises: On the last day of said term, or extension thereof, or sooner termination of the Lease, Lessee will peaceably and quietly leave, surrender, and yield up to the City the demised premises in as good condition and repair as at the commencement of Lessee's occupancy, reasonable use and wear thereof, and damage by earthquake, public calamity, by the elements, by acts of God, or by fire or other circumstances over which Lessee has no control, excepted.

32. Removal of Improvement at Termination: Upon the termination of this Lease, or any holding over, for any reason other than Lessee's failure to perform its obligations under the terms and conditions of this Lease, Lessee shall have the right at Lessee's sole cost and expense, to remove all improvements and/or furniture, furnishings, equipment, and fixtures of whatsoever kind or nature placed on the demised premises by Lessee or its contractors so long as they could be removed without damage or disfigurement to the demised premises. Full restoration of the demised premises as it existed prior to the construction of said improvements or the installation of said furniture, furnishings, equipment, and fixtures shall be made by Lessee. If after the termination of this Lease Lessee has not removed said improvements, furniture, furnishings, equipment, and fixtures, the City shall have the option to claim the ownership thereof or to remove same and restore the demised premises as set forth above at the expense of Lessee. Said expense shall also include consideration for the additional time Lessee or its improvements occupy the premises beyond the termination date and disallow the City's total utilization of the premises pursuant to its ownership of the property.

In the event of a termination by City of this Lease because of Lessee's failure to faithfully

perform the terms and conditions of this Lease, the City may accept cash or other satisfactory security for the amount of its costs, expense, loss and damage accruing from Lessee's failure to perform and thereupon the Lessee shall have the right to remove the said improvements.

33. Incorporation of Prior Agreements and Amendments: This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of modification.

34. Severability: The invalidity of any provision of this Lease as determined by a Court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

35. Construed Pursuant to California Law: The parties hereto agree that the provisions of this Lease will be construed pursuant to the laws of the State of California.

36. Venue: If either Lessee or City initiates an action to enforce the terms hereof or declare rights hereunder, including actions on any bonds and/or surety agreements, the parties agree that the venue thereof shall be the County of Tulare, State of California. Lessee hereby waives any rights he might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

37. Covenants and Conditions: Each provision of this Lease performable by Lessee shall be deemed both a covenant and a condition.

38. Captions: The use of Paragraph headings in this Lease is solely for convenience, and they shall be wholly disregarded in the construction of this Lease.

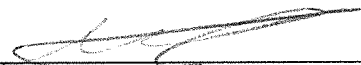
39. Time of Essence: Time is hereby expressly declared to be the essence of this Lease and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Lease.

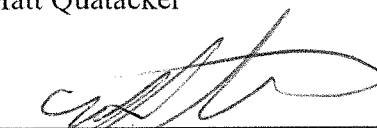
IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first herein above written.

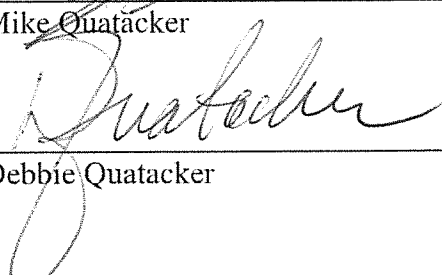
CITY OF PORTERVILLE

LESSEE

By: _____
Adrian Monte Reyes, Mayor

By: _____
Matt Quatacker

By: _____
Mike Quatacker

By: _____
Debbie Quatacker

ATTEST:

By: _____
John D. Lollis, City Clerk

APPROVED AS TO FORM:

By: _____
Julia M. Lew, City Attorney

Re: Lot 30 A1, A2 and A3

Debbie Quatacker <debbie@quatacker.com>

Sat 11/20/2021 10:06 AM

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

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#)

Good morning Jamie. Yes, we would like to renew the existing lease for an additional 15-year period upon the same terms and conditions. The hangars are currently rented to Wings Aloft for storage of aircraft. Kindly advise should you require anything further.

Thank you

Debbie

Sent from my iPhone

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



53A 53B 53C

52A 52B 52C

44A 44B 44C

40 41 42 43

36 37 38 39

45

46A 46B 46C

35

A B C 34 D E F

33

32A B C

31C

31A

31B

30B

30A1

30A2

30A3

HANGAR ROAD

TAXIWAY

TAXIWAY

SUBJECT LOCATION

HOPE ROAD

THUNDERBOLT DR.

ADMIN.
BLD.



CITY COUNCIL AGENDA – DECEMBER 21, 2021

SUBJECT: Renewal of Airport Lease - Sewer Operating Fund

SOURCE: Finance

COMMENT: The City's Public Works Department-Sewer Division currently operates sixteen (16) acres (Lot 13) of sludge drying beds at the Porterville Municipal Airport, and also leases 160 acres (Lot 12) of the airport land for the discharge of treated wastewater. The renewable Lease Agreement between the Airport Enterprise Fund and the Sewer Operating Fund expires on December 31, 2021.

The City is requesting renewal of the Lease Agreement effective January 1, 2022, at an annual lease payment of \$26,561.70 and adjusted annually at the beginning of each fiscal year by an average of the Los Angeles and San Francisco Consumer Price Index, all items index. Lease terms allow the lease to continue until such time as the subject property is required for Airport development. Staff recommends that City Council renew the Lease Agreement to December 31, 2024.

RECOMMENDATION: That the City Council approve the renewal of the Lease Agreement between the Sewer Operating Fund and the Airport Enterprise Fund and authorize the Mayor to sign said Lease Agreement.

ATTACHMENTS:

1. Draft Lease Agreement
2. Locator Map

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

LEASE AGREEMENT FOR USE OF AIRPORT PROPERTY
LOCATED AT THE PORTERVILLE MUNICIPAL AIRPORT
FOR TREATED WASTE WATER AND BIOSOLIDS DISPOSAL OPERATIONS

This Lease Agreement is entered into this 21st day of December, 2021, by and between the City of Porterville, a Charter Law City and Municipal Corporation, hereinafter referred to as “City,” and the City of Porterville Airport Enterprise Fund, hereinafter referred to as “Airport.”

WITNESSETH:

1. For and in consideration of the terms, conditions and covenants hereinafter contained, the Airport hereby lets, leases and demises unto the City, and the City hereby hires and takes from the Airport, that real property situated in the City of Porterville, in the County of Tulare, State of California, identified as Lots 12 & 13, as shown on the map attached as Exhibit “A.”
2. This Lease Agreement shall be a three (3) year renewable agreement effective January 1, 2022, and ending on December 31, 2024.
3. City agrees to pay an annual lease payment to the Airport Enterprise Fund in the amount of \$26,561.70 adjusted at the beginning of each fiscal year by the rise or fall of the Consumer Price Index (CPI). The CPI used shall be a twelve (12) month average of the Los Angeles and San Francisco CPI, all items index.
4. This agreement shall become null and void in the event the Airport has a need for any or all of the subject property.

Dated this 21st day of December, 2021.

CITY OF PORTERVILLE

By: _____
Adrian Monte Reyes, Mayor

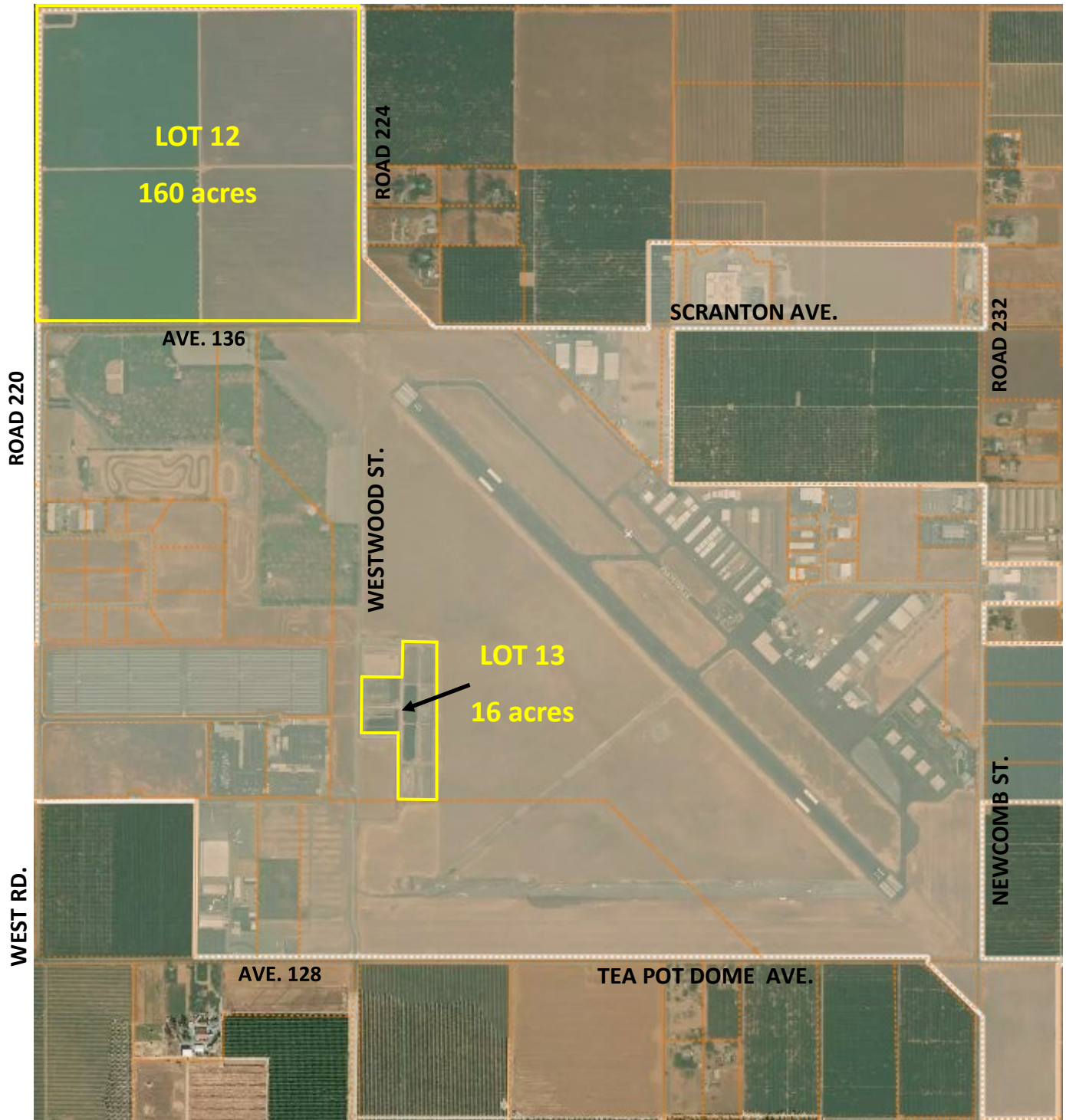
ATTEST:
John D. Lollis, City Clerk

APPROVED AS TO FORM:

By: Patrice Hildreth, Chief Deputy
City Clerk

Julia Lew, City Attorney

City of Porterville
Airport Lease — WWTF





CITY COUNCIL AGENDA – DECEMBER 21, 2021

SUBJECT: Renewal of Airport Lease - Sports Complex Parking

SOURCE: Finance

COMMENT: The City's Sports Complex currently leases 35.23 acres of airport land to supply vehicle parking for the Complex. The parking area is immediately adjacent to the Sports Complex as shown on the attached locator map.

The renewable Lease Agreement between the Airport Enterprise Fund and the City of Porterville expires on December 31, 2021. The City is requesting renewal of the lease agreement effective January 1, 2022, at an annual lease payment of \$6,389.43 and adjusted annually at the beginning of each fiscal year by an average of the Los Angeles and San Francisco Consumer Price Index, all items index. Lease terms allow the lease to continue until such time as the subject property is required for Airport development. Annual lease payments are to be made from the Park Development Fund. Staff recommends that City Council renew the Lease Agreement to December 31, 2024.

RECOMMENDATION: That the City Council approve the renewal of the Lease Agreement between the City of Porterville and the Airport Enterprise Fund and authorize the Mayor to sign said Lease Agreement.

ATTACHMENTS:

1. Draft Lease Agreement
2. Locator Map - Sports Complex

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

LEASE AGREEMENT FOR USE OF AIRPORT PROPERTY
LOCATED AT THE PORTERVILLE MUNICIPAL AIRPORT
FOR PARKING AT THE CITY OF PORTERVILLE SPORTS COMPLEX

This Lease Agreement is entered into this 21st day of December, 2021, by and between the City of Porterville, a Charter Law City and Municipal Corporation, hereinafter referred to as "City," and the City of Porterville Airport Enterprise Fund, hereinafter referred to as "Airport."

WITNESSETH:

1. For and in consideration of the terms, conditions and covenants hereinafter contained, the Airport hereby lets, leases and demises unto the City, and the City hereby hires and takes from the Airport, that real property situated in the City of Porterville, in the County of Tulare, State of California, identified as 35.23 Acres adjacent to the Sports Center, as shown on the map attached as Exhibit "A."
2. This Lease Agreement shall be a three (3) year renewable agreement effective January 1, 2022, and ending on December 31, 2024.
3. City agrees to pay an annual lease payment to the Airport Enterprise Fund in the amount of \$6,389.43 adjusted at the beginning of each fiscal year by the rise or fall of the Consumer Price Index (CPI). The CPI used shall be a twelve (12) month average of the Los Angeles and San Francisco CPI, all items index.
4. This agreement shall become null and void in the event the Airport has a need for any or all of the subject property.

Dated this 21st day of December, 2021.

CITY OF PORTERVILLE

By: _____
Adrian Monte Reyes, Mayor

ATTEST:
John D. Lollis, City Clerk

APPROVED AS TO FORM:

By: Patrice Hildreth, Chief Deputy
City Clerk

Julia Lew, City Attorney

City of Porterville



**SUBJECT
LOCATION**

SCRANTON AVE.

WESTWOOD ST.

ROAD 224

AVE. 136

SPORTS CENTER

35.23
ACRES

OHV

YOWLUMNE

TREDC

YAUDANCHI

WUKCHUMNI

POND

PORTERVILLE AIRPORT

SLUDGE
BEDS

ROAD 220

WEST RD.



CITY COUNCIL AGENDA – DECEMBER 21, 2021

SUBJECT: Racial and Identity Profiling Act Compliance

SOURCE: Police

COMMENT: In November 2015, the Racial and Identity Profiling Act (RIPA), otherwise known as State Assembly Bill 953 (AB 953), was passed by the California Legislature. Effective July 1, 2018, law enforcement agencies were required to collect data on all “stops”- defined as any detention or search (including consensual searches) and to submit the data to the California Department of Justice (CA DOJ). Agencies were mandated to begin collecting and reporting RIPA data based on the size of the organization, beginning with the largest agencies.

The Porterville Police Department is required to begin collecting RIPA Stop data on January 1, 2022. Annually, all data must be submitted to CA DOJ by April 1 of the following year (Porterville’s data will be due by April 1, 2023).

In order to comply with AB 953, Officers must document specifically mandated information (listed below) for each person they stop, every search they conduct, as part of enforcement activities. This includes discretionary stops like traffic stops and pedestrian stops, as well as calls for service when they detain and/or search someone suspected of any criminal behavior. The following factual data is required data for each stop:

- Date, Time and Duration of Stop
- Location of Stop
- Reason for Stop
- Was Stop in Response to a Call for Service
- Actions Taken by Officer During Stop
- Contraband or Evidence Discovered
- Property Seized
- Result of Stop

The following perceived data is also required for each person stopped. The Officer must report their own perceptions, based upon personal observation only (and not through any other means, such as asking the person or referring to identification):

- Perceived Race or Ethnicity
- Perceived Age
- Perceived Gender

- Is the Person Stopped Perceived to be Lesbian, Gay, Bisexual or Transgender
- Is the Person Stopped Perceived to Have Limited or No English Fluency
- Is the Person Stopped Perceived to Known to Have a Disability

Lastly, with respect to the Officer making the stop, the Officer must report:

- Years of Experience
- Type of Assignment
- Unique Identification Number (UID)

CA DOJ requires RIPA data to be submitted electronically. To assist in this process, CA DOJ created an application to share with agencies (at no cost) for agencies/officers to use to record the above data. Additionally, the San Diego Sheriff's Department (SDSD) developed its own RIPA application which was made available to other agencies at no cost as well. In addition to these two RIPA applications, there are several other RIPA software applications available through private companies at cost to agencies.

The Department began preparing how to best comply with AB 953 in 2019, working with the SDSD and the San Diego Police Department, which were agencies that were first required to report RIPA data. Both agencies employed the SDSD application. There are several factors to consider in how the Department implements and employs its RIPA program:

- Application integration, compatibility, support and cost for the Department to obtain, integrate, support and maintain the operation of the application. This included the need for a mobile platform that would allow officers to use their smart phones to access the application and enter RIPA data, in addition to a desktop version.
- End-user/Officer experience. Officers will need to spend valuable time reporting RIPA data multiple times during their shift. Ensuring the fastest, most efficient, and least time-consuming method of data reporting needs to be considered to avoid hindering response times, and to ensure accuracy of the data collected.
- Transparency of the Department's data and the ability to share it with the community other than annually. The Department's commitment to transparency is enhanced by the ability to see the data and share the data directly with the community. Incorporating supervisory review and approval to all data will help to avoid the inadvertent disclosure of Personally Identifiable Information (PII) via RIPA data (There is a freeform field for Officers to enter additional details about the stop, search or other aspect of the stop. This field must not contain any Personal Identifying Information (PII), but the system does not prevent an Officer from including it. All other factual data fields or perceived data fields cannot be edited or changed.)

The Department also values the ability to require officers to collect additional data that might be of interest to the Department and community, over and above

what is mandated by AB 953.

Over the past few months, the Department's working group has been working closely with CA DOJ in preparation of implementing the RIPA requirements. Agencies were required to identify and select a platform for their RIPA submissions. The choices were to use the CA DOJ application or an external (SDSD or private) vendor by June 1, 2021. The Department informed CA DOJ that it was going to use an external application.

Early in the evaluation process, the Department elected to explore using the SDSD application and other commercially available applications over the CA DOJ application. The CA DOJ application is a direct submission to the CA DOJ. When an Officer enters the data on a stop, it is immediately submitted to CA DOJ. The agency does not get to see the data, share the data, or review the data for any issues, such as the inclusion of PII prior to submission. The first time the community will be able to see the data is when the statewide annual RIPA report is published. RIPA data from each calendar year isn't due until April of the following year, with the statewide report to follow later. Additionally, CA DOJ's application was taking an average of eight minutes per stop for data entry.

Initially the focus was to go with the SDSD application because they offered it at no cost and the Department would be able to see and retain its RIPA data. In addition to the cost benefit, the Sheriff's Department was reporting that the average time it took to complete data entry after a stop was averaging around two minutes per stop. Additionally, the data would be maintained and available to the Department prior to and after CA DOJ submission.

The Department consulted with City IT staff and looked at the software and hardware requirements. It was determined that the SDSD application would need to be hosted on a server, and it would need access to an MS SQL 2016 database. These requirements would have required the purchase a new database license in addition to adding another server to the network. There were concerns about adding another server and keeping up with the maintenance of our other servers and workstations with this added workload.

With these concerns, the Department began evaluating RIPA applications from other vendors, whose application was cloud-based and also allowed for the Department to maintain and see its RIPA data, incorporate supervisory review, and allow an Officer to complete stop data entry in a reasonable time.

The foremost vendors were RIPALog, Esri, and Veritone. All three vendors offer similar RIPA reporting solutions. RIPALog's cost was \$19,500.00, Esri was \$14,000.00, and Veritone was \$8,000.00. These quotes were initially gathered for eighty (80) licenses for all sworn personnel. Currently, staff plans to purchase seventy (70) licenses, which will account for vacant positions as well as administrative positions. If additional licenses are needed, they can be added, without penalty, at a prorated amount.

Veritone has been identified as the potential vendor based on cost, ease of use, support and customization. The Department was able to test the Veritone application recently and it was found to be efficient, intuitive, easy to use and implement, and the least impactful to Officers allowing a balance in gathering AB 953 data and maintaining customer service to the community.

The cost for Veritone is \$100 per Officer per year, which includes full IT support. Veritone is the only other vendor that offers both a mobile and desktop application that enables an agency to customize the application to collect additional data. Veritone is being considered by several other agencies and is in use by several larger agencies in California.

The ongoing fiscal impact to the budget for this mandated program is \$7,000 every year. Per SB 90, whenever the Legislature or any state agency mandates a new program or higher level of service on any local government, the State shall provide a subvention of funds to reimburse that local government for the costs of the program or increased level of service. Although, the Department will submit for reimbursement at the end of each fiscal year to the State of California, funding to initially start the program is available in the Department's current budget appropriation.

RECOMMENDATION: That the City Council;

1. Authorize staff to negotiate the purchase of seventy (70) licenses from Veritone; and
2. Authorize payment to Veritone upon receipt of listed licenses, which staff will submit for reimbursement at the end of each fiscal year to offset the cost.

ATTACHMENTS:

1. Veritone Quote
2. ESRI Quote
3. RIPALog, LLC Quote

Appropriated/Funded:

Review By:

Department Director:

Jake Castellow, Chief of Police

Final Approver: John Lollis, City Manager



575 Anton Blvd., Costa Mesa, CA 92626

Quote Prepared for:

Porterville Police Department
c/o Rick Carrillo

Quote #001457C

Date of Quote: 11/16/2021

Quote Valid Through: 12/31/2021

Term Length: 12 Months

Product: Contact	<u>Annual License</u>	<u>Officers</u>	<u>Total</u>
Veritone Contact Application	\$ 100.00	80.00	\$ 8,000.00
Total For Term			\$ 8,000.00

Quote Includes:

12 Month Access to Veritone Contact Application
80 Sworn Officer user seats
Additional user seats can be purchased at \$100/user
Customer Success Support (email, phone, chat)

Support: Support is available during business hours via phone, email, and live chat. 'Support' includes technical issue resolution, Q&A with a Veritone Customer Success Manager or agent, and access to helpdesk reference materials. Enhanced support services are available for additional fees, to be quoted upon request.

All licenses to the Veritone products and/or services set forth in this quotation shall be governed by the Veritone Master License Terms and Conditions (GLC) available at <https://unlock.veritone.com/license-terms-glc> (the "Terms and Conditions"). Acceptance of any purchase order or other contract resulting from this quotation is expressly conditioned upon the end customer's acknowledgment and agreement to such Terms and Conditions.



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 11/18/2021 To: 2/16/2022

Quotation # Q-457994

Date: November 18, 2021

Customer # 129405 Contract #

City of Porterville
Community Development
291 N Main St
Porterville, CA 93257-3737

ATTENTION: Rachel Ginsberg
PHONE: (559) 782-7460
EMAIL: rginsberg@ci.porterville.ca.us

Material	Qty	Unit Price	Total
168619	80	\$175.00	\$14,000.00

State and Local Public Safety Named User Program ArcGIS Online Field Worker in Continually Staffed Environment Term License

Subtotal:	\$14,000.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$14,000.00

Please note that your ArcGIS Online Field Worker Term Subscriptions will be pro-rated to align with your current ArcGIS subscription/maintenance term dates. The pro-ration will be reflected on the invoice that will be sent to you from customer service once payment has been processed.

The ArcGIS Online Field Worker Term Subscriptions include 250 ArcGIS Online Service Credits. These service credits refresh annually with license renewal; unused entitlement service credits do not roll over. Additional service credits can be purchased in blocks of 1000 credits for \$100. For additional information regarding service credits please reference this link <https://www.esri.com/en-us/arcgis/products/arcgis-online/pricing/credits>.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
Dan Henderson

Email:
dhenderson@esri.com

Phone:
(909) 793-2853 x2193

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

HENDERSOND

This offer is limited to the terms and conditions incorporated and attached herein.

RIPALog, LLC

5655 Silver Creek Valley Road #316
San Jose, CA 95138-2473
Phone 877.IT4.COPS Fax 877.484.2677

QUOTE

QUOTE # 2021110134
DATE November 17, 2021

Bill To:

Porterville Police Department
350 North D St
Porterville, CA 93257

Ship To:

Porterville Police Department
350 North D St
Porterville, CA 93257

Lt Rick Carrillo
rcarrillo@ci.porterville.ca.us
559-782-7424

Comments or special instructions:

- Ask about our 30-day free trial

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
L. Kvitek		1-Nov-2021			QUOTE ONLY

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1	RIPALog service base license (one-time fee)	\$ 9,900.00	\$ 9,900.00
1	RIPALog service Annual subscription/support (80 sworn)	\$ 9,600.00	\$ 9,600.00
PAST DUE SUBTOTAL			
SUBTOTAL			\$ 19,500.00
SALES TAX			
SHIPPING & HANDLING			
TOTAL DUE			\$ 19,500.00

If you have any questions concerning this quote, please call 877.484.2677, or write sales@ripalog.com

THANK YOU FOR YOUR BUSINESS!



CITY COUNCIL AGENDA – DECEMBER 21, 2021

SUBJECT: Amendment to the Pay Rate Schedule for Seasonal and Part-Time Employees

SOURCE: Administrative Services

COMMENT: State Senate Bill 3 (SB 3) became law in April 2016, gradually raising California's minimum wage to \$15.00 per hour by 2022. The increase effective January 1, 2022, will raise California's minimum wage from \$14.00 per hour to \$15.00 per hour. This is the final annual increase as proposed by legislation. While SB 3 will not directly impact the City's full-time work force, it will begin to create compaction issues within the salary schedule for full-time employees. At this time, however, it will impact the rates of pay for the City's seasonal and part-time employees. As such, it is now necessary to amend the Seasonal and Part-Time Pay Rate Schedule.

In order to maintain consistency within the salary ranges, and to avoid compaction between part-time classifications, staff is recommending an increase for those classifications in both minimum and maximum salary rates. The proposed adjustments have been anticipated and accounted for during the Fiscal Year 2021-2022 budgetary process.

To implement these changes, it is proposed that the City's Employee Pay and Benefit Plan, and Seasonal and Part-Time Pay Rates, be amended by Resolution of the City Council. Attached for Council's reference is the Fiscal Year 2020-2021 Seasonal & Part-Time Pay Rate Schedule, as well as the draft Resolution and the proposed Fiscal Year 2021-2022 Pay Rate Schedule.

RECOMMENDATION: That the City Council:

1. Adopt the draft Resolution amending the City's Employee Pay and Benefit Plan, Seasonal and Part-Time rates; and
2. Authorize the Mayor to execute these and other documents necessary to implement the provisions hereof.

ATTACHMENTS:

1. Draft Resolution
2. Fiscal Year 2020-2021 Seasonal and Part-Time Pay Rates
3. Proposed Fiscal Year 2021-2022 Seasonal and Part-Time Pay Rates

Appropriated/Funded: MB

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____ - 2021

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE APPROVING AN AMENDMENT
TO THE SEASONAL AND PART-TIME PAY RATES**

WHEREAS, the City Council of the City of Porterville has established a Schedule of Wages for Seasonal and Part-time Employees; and

WHEREAS, it is proposed to amend the Fiscal Year 2021/22 Schedule for all Seasonal and Part-time positions in compliance with California's minimum wage, and to maintain consistency within the salary and avoid compaction between classifications.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby approve the revised Schedule of Wages for Seasonal and Part-time Employees, attached hereto and incorporated herein by this reference as Exhibit "A", effective January 1, 2022.

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.

Adrian Monte Reyes, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

APPENDIX A

SEASONAL AND PART TIME PAY RATES

<u>Position</u>	<u>Rate</u>
After School Assistant II.....	\$14.00/hour
After School Assistant III.....	\$14.40 – \$15.88/hour
After School Site Assistant.....	\$16.68 - \$19.31/hour
After School Gardener.....	\$15.40 - \$18.40/hour
After School Site Supervisor.....	\$20.35 – \$24.74/hour
Animal Shelter Technician.....	\$14.00 - \$15.25/hour
Assistant Zalud House Curator.....	\$14.00 – \$15.50/hour
Campus Supervisor.....	\$14.81 - \$18.00/hour
Clerical Aide.....	\$14.00 – \$15.50/hour
Library Aide.....	\$14.00 – \$15.50/hour
Lifeguard.....	\$14.00 – \$15.25/hour
Lifeguard (Senior).....	\$14.50 – \$15.75/hour
Maintenance Aide	\$14.00 – \$15.50/hour
Pool Cashier.....	\$14.00 – \$15.00/hour
Pool Manager.....	\$16.00 – \$18.00/hour
Pool Manager Assistant.....	\$15.00 – \$17.00/hour
Recreation Leader I.....	\$14.00 – \$14.75/hour
Recreation Leader II.....	\$15.00 – \$17.00/hour
Recreation Leader III.....	\$17.25 – \$19.75/hour
**Recreation Specialist.....	Percentage of Flat Rate
Reserve Firefighter.....	\$14.00 – \$16.00/hour
Sports Official/Umpire or Referee (Youth).....	\$14.00 – \$24.50/hour
Sports Official/Umpire or Referee (Adult).....	\$14.00 – \$38.50/game
Student Intern.....	\$13.00 – \$14.50/hour
***Off-Highway Vehicle Coordinator.....	\$14.00 – \$17.75/hour
***Off-Highway Vehicle Assistant Coordinator.....	\$14.00 – \$15.75/hour

**Pay to be determined by the number of students enrolled and fees charged for self-supporting classes and activities.

***Funded by State of California Off-Highway Vehicle Division Grant.

APPENDIX A

SEASONAL AND PART TIME PAY RATES 2021-2022 Fiscal Year

<u>Position</u>	<u>Rate</u>
After School Assistant II.....	\$15.00/hour
After School Assistant III.....	\$16.50 – \$18.00/hour
After School Site Assistant.....	\$18.50 - \$20.00/hour
After School Gardener.....	\$15.40 - \$18.40/hour
After School Site Supervisor.....	\$25.00 – \$26.50/hour
Animal Shelter Technician.....	\$15.00 - \$16.25/hour
Assistant Zalud House Curator.....	\$15.00 – \$16.50/hour
Campus Supervisor.....	\$15.81 - \$19.00/hour
Clerical Aide.....	\$15.00 – \$16.50/hour
Library Aide.....	\$15.00 – \$16.50/hour
Lifeguard.....	\$15.00 – \$16.25/hour
Lifeguard (Senior).....	\$15.50 – \$16.75/hour
Maintenance Aide	\$15.00 – \$16.50/hour
Pool Cashier.....	\$15.00 – \$16.00/hour
Pool Manager.....	\$17.00 – \$19.00/hour
Pool Manager Assistant.....	\$16.00 – \$18.00/hour
Recreation Leader I.....	\$15.00 – \$15.75/hour
Recreation Leader II.....	\$16.00 – \$18.00/hour
Recreation Leader III.....	\$18.25 – \$20.75/hour
**Recreation Specialist.....	Percentage of Flat Rate
Reserve Firefighter.....	\$15.00 – \$17.00/hour
Sports Official/Umpire or Referee (Youth).....	\$15.00 – \$24.50/hour
Sports Official/Umpire or Referee (Adult).....	\$15.00 – \$39.50/game
Student Intern.....	\$15.00 – \$16.50/hour
***Off-Highway Vehicle Coordinator.....	\$15.00 – \$17.75/hour
***Off-Highway Vehicle Assistant Coordinator.....	\$15.00 – \$16.75/hour

**Pay to be determined by the number of students enrolled and fees charged for self-supporting classes and activities.

***Funded by State of California Off-Highway Vehicle Division Grant.



CITY COUNCIL AGENDA – DECEMBER 21, 2021

SUBJECT: Opioid Settlement Resolution

SOURCE: Administrative Services

COMMENT: Earlier this year, settlements were reached in national litigation brought against major Opioid distributors and the manufacturer Johnson & Johnson. The settlements provide for the payment of damages to states and local governments, and also requires significant changes within the industry in furtherance of efforts to prevent such a crisis from ever happening again. The settlement will result in potentially \$2.2 billion being made available to the State of California and its cities and counties. Total funding will be determined by the overall degree of participation by both litigating and non-litigating state and local governments.

California and its cities and counties with a population greater than 10,000 are eligible and can utilize the funding for substance use prevention, harm reduction, treatment, and recovery. The more cities and counties that join, the more the defendants will pay. There are two settlements that the City can consider opting into. The deadline for the City to make a decision is January 2, 2022. If a city joins, and it is located in a county that decides to participate in the settlement, the city's allocated amount will be paid to the county unless the city chooses to receive direct payment. If the city chooses to receive direct payment, the funds must be used primarily for opioid abatement.

At this point, although the City does need to determine whether to opt into the settlements by the deadline, the City DOES NOT have to decide whether to receive direct payment and can determine whether to make that election at a later date.

This office recommends that the City Council adopt the draft Resolution authorizing the City to execute the required documentation in order to be eligible for the receipt of settlement funds from the national opioid litigation.

Attached is additional information for the City Council's reference.

RECOMMENDATION: That the City Council adopt the draft Resolution authorizing the execution of any and all documentation for the City of Porterville to register and participate in the national opioid settlements.

ATTACHMENTS: 1. Draft Resolution

2. California Attorney General Press Release - July 21, 2021
3. California Attorney General Opioids Settlement FAQ

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 AUTHORIZING THE EXECUTION
OF ANY AND ALL DOCUMENTATION FOR THE CITY OF PORTERVILLE
TO REGISTER AND PARTICIPATE IN THE NATIONAL OPIOID SETTLEMENTS**

WHEREAS, for many years the Opioid epidemic has been a public health crisis in the United States of America which has exacted a staggering toll on the lives and wellbeing of millions of its people and communities; and

WHEREAS, states and local governments sued the major distributors and manufacturer of prescription Opioid drugs in federal court to seek compensation for the significant costs borne by local governments due to drug abuse in the community and their subsequent abatement and response efforts; and

WHEREAS, on July 21, 2021, a national settlement was agreed upon between the states and local governments and the distributors and manufacturers of Opioid drugs wherein the State of California will be receiving up to \$2.34 Billion dollars, a portion of which the City of Porterville is eligible; and

WHEREAS, the California Office of the Attorney General has requested that California cities and local political subdivisions sign onto the settlement agreements by executing participation forms which will qualify them to receive a percentage of the settlement funds destined to the State of California; and

WHEREAS, the City of Porterville has expended resources, funds, and time to responding to the problem of prescription drug overdoses and would benefit from an allocation of these settlement funds.

NOW, THEREFORE, BE IT RESOLVED, that the Council Authorizes:

1. The City Manager to execute the participation forms for the aforementioned Opioid Settlement Agreements; and
2. The City Manager take whatever other necessary actions may be required to join the National Opioid Settlements.

PASSED and ADOPTED this 21st day of December, 2021.

Adrian Monte Reyes, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

**ROB BONTA***Attorney General*

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Attorney General Bonta Announces Proposed \$26 Billion Settlement with Opioid Distributors and Opioid Manufacturer Johnson & Johnson

Press Release / Attorney General Bonta Announces Proposed \$26 Billion Settle...

Wednesday, July 21, 2021

Contact: (916) 210-6000, agpressooffice@doj.ca.gov

OAKLAND – California Attorney General Rob Bonta today announced a historic \$26 billion settlement that will help bring desperately needed relief to people in California and across the country who are struggling with opioid addiction. The settlement includes Cardinal, McKesson, and AmerisourceBergen – the nation’s three major pharmaceutical distributors – and Johnson & Johnson, a company that manufactured and marketed opioids. If approved, the settlement would resolve investigations and litigation over the companies’ roles in creating and fueling the opioid epidemic. The proposed settlement also requires significant industry changes that will help prevent this type of crisis from

ever happening again. State negotiations were led by the attorneys general of North Carolina and Tennessee, along with the attorneys general of California, Colorado, Connecticut, Delaware, Florida, Georgia, Louisiana, Massachusetts, New York, Ohio, Pennsylvania, and Texas.

“Nothing can undo the devastating loss of life caused by the opioid epidemic, or stop the grief it has caused for its victims and their families, but this proposed settlement represents one step in the process of healing our communities,” **said Attorney General Bonta**. “Along with our coalition partners, our office has worked to hold accountable bad actors who fueled this public health crisis – including those who produced, distributed, and marketed these dangerous drugs. While today’s proposed settlement is a step in the right direction, we’ll continue to work to bring more much-needed relief to families throughout California whose lives have been upended by the opioid crisis.”

The settlement would resolve the claims of both states and local governments across the country, including the nearly 4,000 that have filed lawsuits in federal and state courts. Following today’s announcement of the proposed settlement, states have 30 days to sign onto the deal and local governments in the participating states will have up to 150 days to join. Settlement approval is contingent on a critical mass of states and local governments participating. States and their local governments will receive maximum payments if each state and its local governments join together in support of the agreement. As part of the proposed settlement, California stands to receive a maximum of nearly \$2.34 billion if all California local governments sign on.

Under the terms of the settlement:

- The three distributors will collectively pay up to \$21 billion over 18 years;
- Johnson & Johnson will pay up to \$5 billion over nine years with up to \$3.7 billion to be paid during the first three years;

- The total funding distributed will be determined by the overall degree of participation by both litigating and non-litigating state and local governments;
- The substantial majority of the money is to be spent on opioid treatment and prevention; and
- Each state's share of the funding has been determined by agreement among the states using a formula that considers the impact of the opioid crisis on the state – the number of overdose deaths, the number of residents with substance use disorder, and the number of opioids prescribed – and the population of the state.

The settlement also includes injunctive relief terms to help prevent this type of crisis from reoccurring. It will result in court orders requiring Cardinal, McKesson, and AmerisourceBergen, for a period of 10 years, to:

- Establish a centralized independent clearinghouse to provide all three distributors and state regulators with aggregated data and analytics about where drugs are going and how often, eliminating blind spots in the current systems used by distributors;
- Use data-driven systems to detect suspicious opioid orders from customer pharmacies;
- Terminate customer pharmacies' ability to receive shipments, and report those companies to state regulators when they show certain signs of drug diversion;
- Report and prohibit shipping of suspicious opioid orders;
- Prohibit sales staff from influencing decisions related to identifying suspicious opioid orders; and
- Require senior corporate officials to engage in regular oversight of anti-diversion efforts.

It will also result in court orders requiring Johnson & Johnson to:

- Stop selling opioids for 10 years;

- Not fund or provide grants to third parties for promoting opioids;
- Not lobby on activities related to opioids; and
- Share clinical trial data under the Yale University Open Data Access Project.

This settlement comes as a result of investigations by state attorneys general into whether the three distributors fulfilled their legal duty to refuse to ship opioids to pharmacies that submitted suspicious drug orders and whether Johnson & Johnson misled patients and doctors about the addictive nature of opioid drugs.

Tragically, just last year, opioid overdose deaths rose nationwide to a record 93,000, a nearly 30% increase over the prior year. The opioid epidemic has also caused considerable harm to California's communities. In 2019, the California Department of Public Health reported 3,244 deaths related to an opioid overdose. The epidemic has resulted in considerable costs to the state in the form of healthcare, child welfare, criminal justice, and many other programmatic costs. On the societal level, opioid addiction, abuse, and overdose deaths have torn families apart, damaged relationships, and eroded the social fabric of communities. In addition, the uncertainty and stress caused by the COVID-19 pandemic continues to feed the increase in opioid overdose deaths. The Overdose Detection Mapping Application Program reports that national suspected overdoses in 2020 rose 18% in March, 29% in April, and 42% in May compared to the same months in 2019.

A previous version of this deal in principle was announced in 2019 and included the opioid manufacturer Teva. Negotiations with Teva are ongoing and are no longer part of this agreement. Today's deal comes on the heels of a previously announced \$573 million opioid settlement with McKinsey & Company, which will bring over \$59 million to California for opioid abatement.

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**ROB BONTA***Attorney General*

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Frequently Asked Questions

[Home](#)[/ NATIONAL OPIOIDS SETTLEMENTS – INFORMATION FOR CALIFORNIA CITIES AND COUNTIES](#)[/ Frequently Asked Questions](#)

Eligible cities and counties should have recently received a letter via US Mail about two national opioid settlements (the Settlements). This page provides answers to frequently asked questions regarding the Settlements and the proposed California State-Subdivision Agreements. **The deadline to join these two Settlements is January 2, 2022.**

FAQs (Frequently Asked Questions) about the National Settlements – Information for California Cities and Counties

1. We received a letter in the mail about two opioid Settlements. Is it real?
2. How can my city or county join the Settlements?
3. Is there a deadline for joining the Settlements?
4. Has the State joined the Settlements?

5. Does my city or county need to join both Settlements?
6. Are all California cities and counties eligible to receive funds from the Settlements?
7. If my city or county joins, how much will it receive?
8. How were the above percentages set?
9. If my city or county joins, will it receive direct payment?
10. If my city does not elect direct payment, is it still obligated to report on the use of those funds?
11. If my city or county does not join, what happens to my allocated share?
12. If my city or county receives direct payments from the Settlements, is it required to spend the monies for particular uses?
13. What about attorney's fees for cities and counties?
14. Why are the California State-Subdivision Agreements "proposed"?
15. Where can I get more information about the Settlements?

1. **We received a letter in the mail about two opioid Settlements. Is it real?**

- The letter you received relates to two proposed Settlements resolving claims against the nation's 3 largest opioid Distributors (AmerisourceBergen, Cardinal Health, and McKesson) and manufacturer Janssen Pharmaceuticals and its parent company Johnson & Johnson (together, J&J) for their roles in the opioid epidemic. The letters were mailed in September 2021.

California and its cities and counties stand to receive up to \$2.2 billion for substance use prevention, harm reduction, treatment, and recovery. Payments would be made over the next 18 years, starting in Spring 2022. The more cities and counties that join, the more the Distributors and J&J will pay California and our participating cities and counties.

2. **How can my city or county join the Settlements?**

- Cities and counties must first register with the notice administrator at <https://settlement-registration.web.app/>. You must have your city or county's unique 6-digit alphanumeric registration code, which was included in the letter. If you do not have your unique registration code, please email us at OpioidSettlement-LocalGovernment@doj.ca.gov. Cities may also contact the League of California Cities and counties may contact the California State Association of Counties (CSAC) to obtain registration codes.

Registering with the notice administrator does not obligate you to join the Settlements. Registering will help ensure your city or county receives the forms that it will need to join the Settlements.

Once your city or county has registered, you will receive participation forms and other information from the notice administrator. If your city or county decides to join the Settlements, it may submit the participation forms electronically via DocuSign, once the DocuSign system is operational. Your city or county may also elect to sign paper copies.

By agreeing to participate in the Settlements, your city or county is also agreeing to the Proposed California State-Subdivision Agreement for the Settlement(s) your city or county joins. The Proposed California State-Subdivision Agreements provide the framework for how funds from the Settlements may be distributed, allocated, and spent in California.

Participation in both Settlements will require four signatures total:

1. signature agreeing to participate in the Distributors Settlement;

2. signature agreeing to the Proposed California State-Subdivision Agreement – Distributor Settlement;
3. signature agreeing to participate in the Janssen Settlement; and
4. signature agreeing to the Proposed California State-Subdivision Agreement – Janssen Settlement.

3. Is there a deadline for joining the Settlements?

- Yes. Cities and counties that wish to become initially participating subdivisions must sign and submit the participation forms and Proposed California State-Subdivision Agreements by **January 2, 2022**. Cities and counties that anticipate joining but will not be able to submit the required forms by January 2, 2022, should notify the AG's office by sending an email to OpioidSettlement-LocalGovernment@doj.ca.gov as soon as possible.

4. Has the State joined the Settlements?

- Yes. California Attorney General Rob Bonta, together with the majority of state Attorneys General across the country, signed on to the Settlements in August 2021. Those AGs and lawyers representing thousands of cities and counties in the national opioid litigation strongly encourage signing-on to the Settlements.

Cities and counties that join will help bring more money to California, which will help communities and families with resources for substance use prevention, harm reduction, treatment, and recovery.

5. Does my city or county need to join both Settlements?

- No. A city or county may choose to join one or both of the Settlements. As noted above, the more cities and counties that join, the more the settling defendants will pay California and our participating cities and

counties under the Settlements.

6. Are all California cities and counties eligible to receive funds from the Settlements?

- Cities and counties with a population greater than 10,000, based on the U.S. Census Bureau's population estimates for July 1, 2019 (released May 2020), are eligible to receive funds. Certain litigating cities and counties with a population less than 10,000 are also eligible to receive funds.

7. If my city or county joins, how much will it receive?

- California expects to receive up to 9.92% of the national settlement funds. The amount California ultimately receives will depend on how many states and eligible cities and counties join the Settlements. The amounts that California may receive will be divided into three funds: 1) State fund 15%; 2) CA Subdivision Fund 15%; and 3) CA Abatement Accounts Fund 70%. Subdivisions that join can expect to receive their abatement percentage share of the CA Abatement Accounts Fund as provided in Appendix 1 to the Proposed California State-Subdivision Agreement.

California may receive up to \$1.8 billion from the Distributors Settlement and \$423 million from the Janssen Settlement. The Distributors will make their payments over the course of 18 years, while Janssen will make payments over the course of 9 years.

8. How were the above percentages set?

- The allocation model in Appendix 1 that sets forth the distribution of funds is based on nationally available federal data on opioid use disorder, overdose deaths, and opioid shipments into California, and was developed by lawyers and experts in the national opioid litigation.

9. **If my city or county joins, will it receive direct payment?**

- **If a city joins, and it is located in a county that decides to participate in the Settlement, your allocated amount will be paid to the county unless you choose direct payment.** You may find your city's abatement percentage in Appendix 1 to the Proposed California State-Subdivision Agreements. You may decide to opt in or out of direct payment at any time, and may also choose to receive only a portion of your share directly. Instructions for how to elect direct payment will be provided at a later date.

If a county joins, it will receive direct payment if it joins the Settlements, unless it chooses to direct funds to another eligible city or county.

10. **If my city does not elect direct payment, is it still obligated to report on the use of those funds?**

- Section 5 of the Proposed California State-Subdivision Agreements lays out certain annual reporting requirements for cities and counties that receive direct payment of funds. There are additional reporting requirements under the Distributors and Janssen Settlement Agreements. If your city or county chooses not to receive direct payment of funds under the Settlements, it will not be subject to those reporting requirements.

11. **If my city or county does not join, what happens to my allocated share?**

- If a city or county does not join, its share of the CA Abatement Accounts Fund will go to the State. However, since the settlement amount California may receive is dependent upon participation by cities and counties, the total amount that California receives may be reduced.

12. If my city or county receives direct payments from the Settlements, is it required to spend the monies for particular uses?

- Yes. The Settlements require funds to be used primarily for opioid abatement. Please see Section 4.B.ii of the Proposed California State-Subdivision Agreements, Section V of and Exhibit E to the Distributors Settlement Agreement, and Section VI of and Exhibit E to the Janssen Settlement Agreement for specific limitations on the use of Settlement funds.

13. What about attorney's fees for cities and counties?

- The Settlements establish a \$1.6 billion Attorney Fee Fund and \$200 million Cost Fund for attorneys representing cities and counties that join the Settlements. The Settlements require outside attorneys who recover from those funds to waive enforcement of their contingency fee entitlements as to all of their clients and notify their clients accordingly. Subdivisions may also enter into back-stop agreements to pay their contingency-fee attorneys from any monies they receive from the CA Subdivision Fund, as provided in Section 5 of the Proposed California State-Subdivision Agreements and Exhibit R, Section 1(R) of the Distributor and Janssen Settlement Agreements.

14. Why are the California State-Subdivision Agreements "proposed"?

- Cities and counties will accept the Proposed California State-Subdivision Agreements through the sign-on process. Exhibit O to the Distributors and Janssen Settlement Agreements lay out certain requirements that must be met before state-subdivision agreements may be approved. Once those thresholds are met, the California State-Subdivision Agreements will become final.

15. **Where can I get more information about the Settlements?**

- Cities and counties that retained attorneys to file opioid litigation should consult their attorneys.

Cities and counties may also contact the Attorney General's opioids team via email at OpioidSettlement-LocalGovernment@doj.ca.gov.

Additional settlement-related information is available at <https://nationalopioidsettlement.com/>.

Check back for updates to this FAQ.

Disclaimer: To the extent any of the answers in this FAQ are inconsistent with the Distributors Agreement, Janssen Agreement, California State-Subdivision Agreement – Distributors, or California State-Subdivision Agreement – Janssen, those agreements will govern over any inconsistent responses in this FAQ.



CITY COUNCIL AGENDA – DECEMBER 21, 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 December 7, 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.

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: May 5, 2015
2. United States Department of Agriculture Drought Natural

- Disaster Area Designation: March 5, 2021
- 3. State of California State of Emergency Proclamation: April 21, 2021
- 4. County of Tulare Drought Local Emergency Resolution: April 27, 2021
- 5. 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

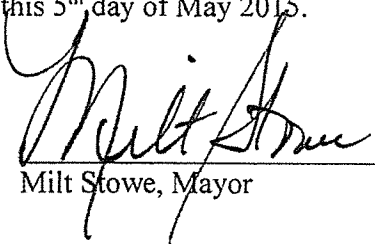
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

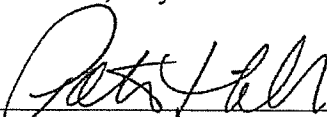
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance, 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



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

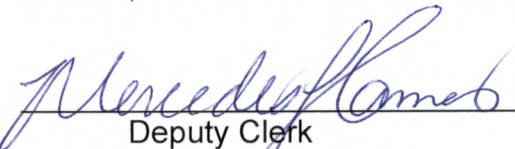
ABSTAIN: NONE

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")



for the purpose of the

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

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

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

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

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

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

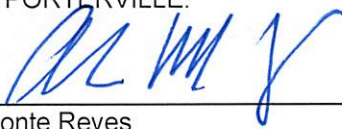
Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

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

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

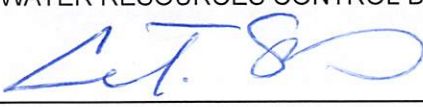
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CITY OF PORTERVILLE:

By: 
Name: Monte Reyes
Title: Mayor

Date: 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 – DECEMBER 21, 2021

SUBJECT: Consideration of Minor Conditional Use Permit for Crop Cultivation at Reid Avenue and Lime Street

SOURCE: Community Development

BACKGROUND: In September 2021, City staff received an application for the development and cultivation of pistachios and almonds on approximately ±73 acres located at the southeast corner of Reid Avenue and Lime Street. In accordance with Table 201.02 of the Porterville Development Ordinance (PDO), the development and cultivation of commercial crops within all residential districts requires the approval of a Minor Conditional Use Permit (CUP).

COMMENT: On October 13, 2021, the Project Review Committee reviewed the project that would allow the development and cultivation of tree crops on approximately ±73 acres. The commercial plantings are proposed on one parcel of land, specifically on 248-060-031. The zoning classification for the property is RS-1 (Very Low Density Residential).

ANALYSIS: Commercial crop cultivation is allowed as an interim use in the residential districts with a Minor CUP approval pursuant to Section 301.06 (Crop Cultivation) of the Porterville Development Ordinance (PDO). Section 301.06(a)(7) of the PDO states “The key intent of this section is to limit the use to a time period that is appropriate to the type of agricultural crop to be planted, to a sufficient time for a reasonable profit to be realized while assuring that the use is interim in nature. At its discretion, the City Council may set time periods to limit the use to a specific amount of time.” Historically the Council has authorized the term of fifteen (15) years for the Minor CUP for crop cultivation, with an option to request a five (5) year extension. If the applicant chooses to request an extension from the Council, the request must be submitted to the Community Development Department not less than sixty (60) days in advance of the expiration of the permit. A vector/rodent control plan shall be implemented for the term of the agricultural use. Condition seventeen (17) of the draft Resolution addresses the use of water and states "The developer/applicant must provide its own source(s) of water for irrigation as City water use will not be allowed."

ENVIRONMENTAL The proposed crop cultivation project is exempt pursuant to the California

REVIEW: Environmental Quality Act as a minor alteration to land (§15304 of the California Code of Regulations). A Notice of Exemption will be filed with Tulare County if the Council approves the project.

RECOMMENDATION: That the City Council:
1) Approve the vector/rodent control plan for the term of the agricultural use; and
2) Adopt the draft Resolution approving the minor Conditional Use Permit for commercial crop cultivation subject to conditions of approval.

ATTACHMENTS:

1. Draft Resolution
2. Locator Map
3. Zoning Map
4. Site Plan
5. Pest Control Vector Plan Porterville

Appropriated/Funded:

Review By:

Department Director:

Jason Ridenour, Community Development Director

Final Approver: John Lollis, City Manager

RESOLUTION NO.____-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS IN SUPPORT OF APPROVAL OF A
MINOR CONDITIONAL USE PERMIT (2021-034-C)
FOR COMMERCIAL CROP CULTIVATION ON APPROXIMATELY 73± ACRES IN
THE VICINITY OF REID AVENUE AND LIME STREET.

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of December 21, 2021, conducted a public hearing to consider approval of a Minor Conditional Use Permit to allow crop cultivation on lands zoned residential on approximately 73± acres in the vicinity of Reid Avenue and Lime Street; and

WHEREAS: On December 8, 2021, the Environmental Coordinator made a preliminary determination that the project is exempt from the California Environmental Quality Act as a minor alteration of land per §15304 of the California Code of Regulations; and

WHEREAS: Crop cultivation allowed under the premises of Section 301.06 (Crop Cultivation) of the Porterville Development Ordinance is secondary to its availability for urban development and shall be available for development as an urban use when market conditions improve for such a use; and

WHEREAS: The proposed Minor Conditional Use Permit is supported by the General Plan and Development Ordinance in that the proposed development is consistent with Section 301.06 of the Porterville Development Ordinance (Chapter 21 of the Porterville Municipal Code); and

WHEREAS: The project site is currently undeveloped.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville does hereby make the following findings:

1. The location, size, design, and operation characteristics of the proposed project are consistent with the purposes of the district where it is located and conforms in all significant respects with the General Plan, the Development Ordinance and with any other applicable plan adopted by the City Council.

The Ordinance enabling the City Council to approve Commercial Crop Cultivation in the RS-1, RS-2, RM-2, and RM-3 zone district, subject to a Conditional Use Permit, was enacted March 20, 2012, to provide for an interim use of the land prior to permanent development activity being undertaken on the property. The zoning classification for the properties are Very Low Density Residential and High Density Residential. The General Plan and implementing Development Ordinance, adopted in 2008 and 2010 respectively, have anticipated growth to occur on the site through the year 2030. The Environmental Impact Report certified for the adoption of the General Plan included a statement of overriding conditions and findings of fact regarding the conversion of agricultural land. The approval of interim agricultural land use is

in no way intended to mitigate or replace agricultural land that has or will be taken out of production. Due to the effects of “slow” development activity an interim use of the land provided for by the Crop Cultivation Ordinance is consistent with City policies.

2. The proposed almonds and pistachio groves at the subject site suits the original intent of the Commercial Crop Cultivation ordinance by allowing on an interim basis an agricultural operation until the development market will support the intended development of the subject sites.
3. The terms of the Minor Conditional Use Permit shall be fifteen years. If the applicant chooses to request a five-year extension from City Council, the request must be submitted to the Community Development Department not less than 60 days in advance of the expiration of the permit.
4. The City Council is the decision-making body for the project.

BE IT FURTHER RESOLVED: That the City Council does hereby approve the Minor Conditional Use Permit for commercial crop cultivation of citrus groves as represented and incorporated herein as Exhibit “A” subject to the following conditions:

1. The terms of the Minor Conditional Use Permit shall be 15 years. If the applicant chooses to request a five year extension from City Council, the request must be submitted to the Community Development Department not less than 60 days in advance of the expiration of the permit.
2. The developer/applicant shall comply with Appendix J, “Grading” of the current California Building Code, including provision of a grading and drainage plan signed by a licensed civil engineer or architect. Approval of the grading and drainage plan is required prior to the planting of crops. Drainage calculations must be submitted to verify that historical drainage patterns are maintained through the existing properties, which in some cases, have already been altered. Altered drainage patterns are to be reestablished to maintain historical drainage patterns prior to the planting of crops.
3. The aerial application of fertilizers, pesticides, or other agricultural treatments is not allowed.
4. Prior to the application of pesticides, fungicides, or insecticides, notice will be given to all property owners within 300 feet of the parcel(s), and notice shall be posted on site along every 100 feet of street frontage. Notice shall be no smaller than 10” x 12” and with the word “Notice” in 80 point font.
5. A minimum 20-foot wide drive aisle clearance shall be maintained along all property boundaries at all times.
6. The applicant/property owner shall not enter into a Williamson Act contract or other agricultural preservation measure, whether for tax reduction or other purposes.

7. The vector/rodent control plan shall be implemented for the term of the agricultural use (Exhibit “B”).
8. The applicant shall indemnify the City of Porterville to the satisfaction of the City Attorney from and against any and all claims or legal recourse resulting from the agricultural operation.
9. At all times, the project shall be operated and maintained to comply with applicable Local, State, and Federal laws and regulations, including but not limited to Section 301.06 of the Porterville Development Ordinance.
10. The site shall at all times be kept free of litter and packaging materials. Temporary trash bins, if brought to the site during harvest periods, shall be kept within the twenty foot drive aisle or within the groves.
11. Vehicular access to the sites shall be taken from three points; Reid Avenue and the extension thereof, Pioneer Avenue and Scenic Drive. At no time shall access be taken from Main Street.
12. The drip line irrigation system for the orchard shall be maintained in good working order to prevent water runoff from the property.
13. Storage of hazardous materials, including fertilizers, herbicides, and pesticides, is prohibited on-site.
14. Equipment and vehicles related to the active farming operation of the site shall not be parked in the public right of way and vehicular circulation related to the use shall occur on-site.
15. Unless otherwise noted, the developer/applicant shall comply with the City Master Plans and Standard Drawings, Standard Specifications for Public Works Construction (2012 Edition), and Standard Plans and Specifications (2010 Standards), except where they are in conflict with current access compliance regulations, the current California Building Code, the Tulare County Hazardous Waste Management Plan, the California Manual on Uniform Traffic Control Devices, the Porterville Circulation Element, and the Tulare County Congestion Management Program.
16. The developer/applicant shall pay all applicable fees according to the Municipal Code and State law. The developer/applicant is hereby notified that you have the right to pay fees, dedications, reservations or other exactions, under protest, pursuant to Government Code Section 66020(a). You have 90 days from the date fees are paid to file a written protest.
17. The developer/applicant must provide its own source(s) of water for irrigation as City water use will not be allowed.

PASSED, APPROVED AND ADOPTED this 21st day of December, 2021.

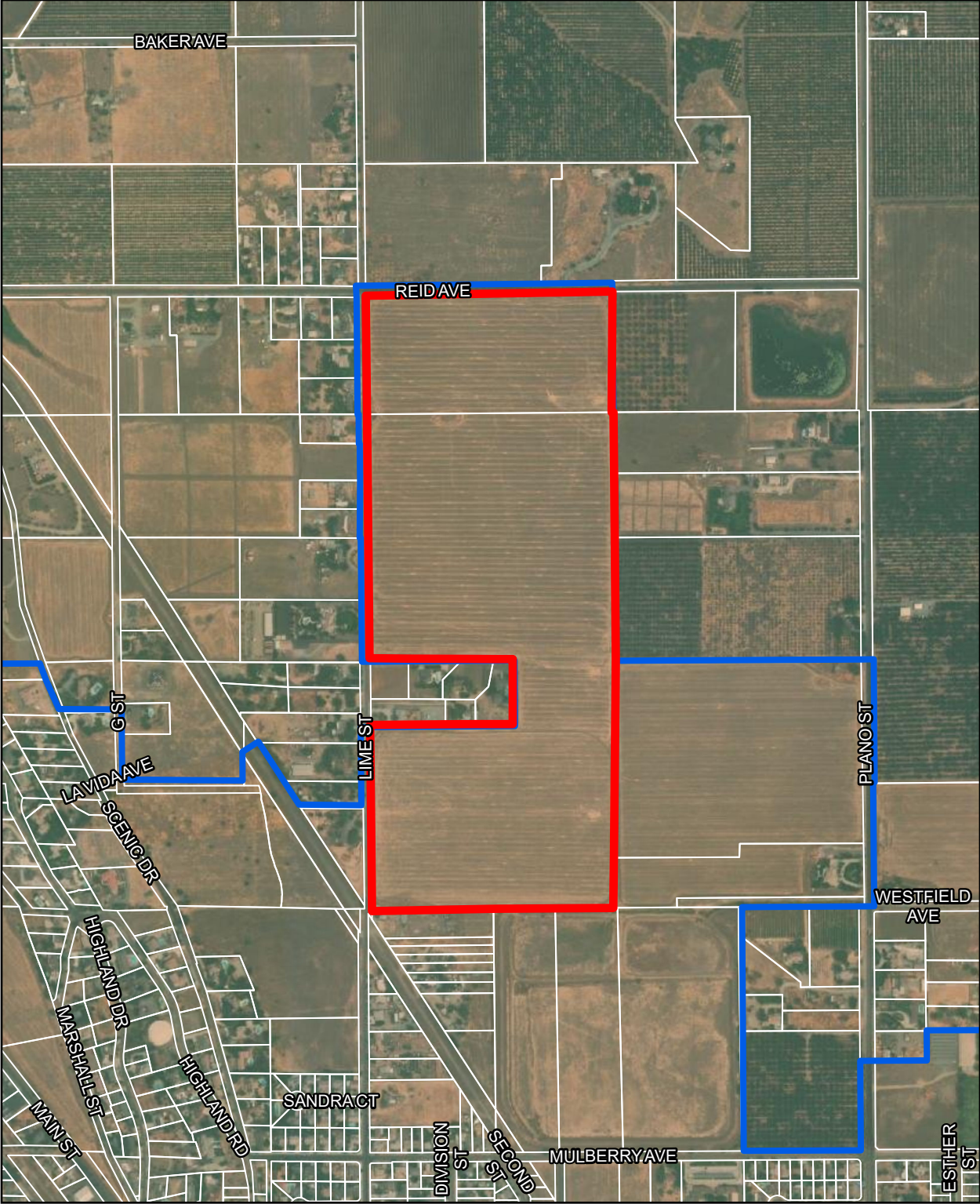
Adrian Monte Reyes, Mayor

ATTEST:
John D. Lollis, City Clerk

BY

Patrice Hildreth, Chief Deputy City Clerk

**Locator Map
PRC 2021-034**



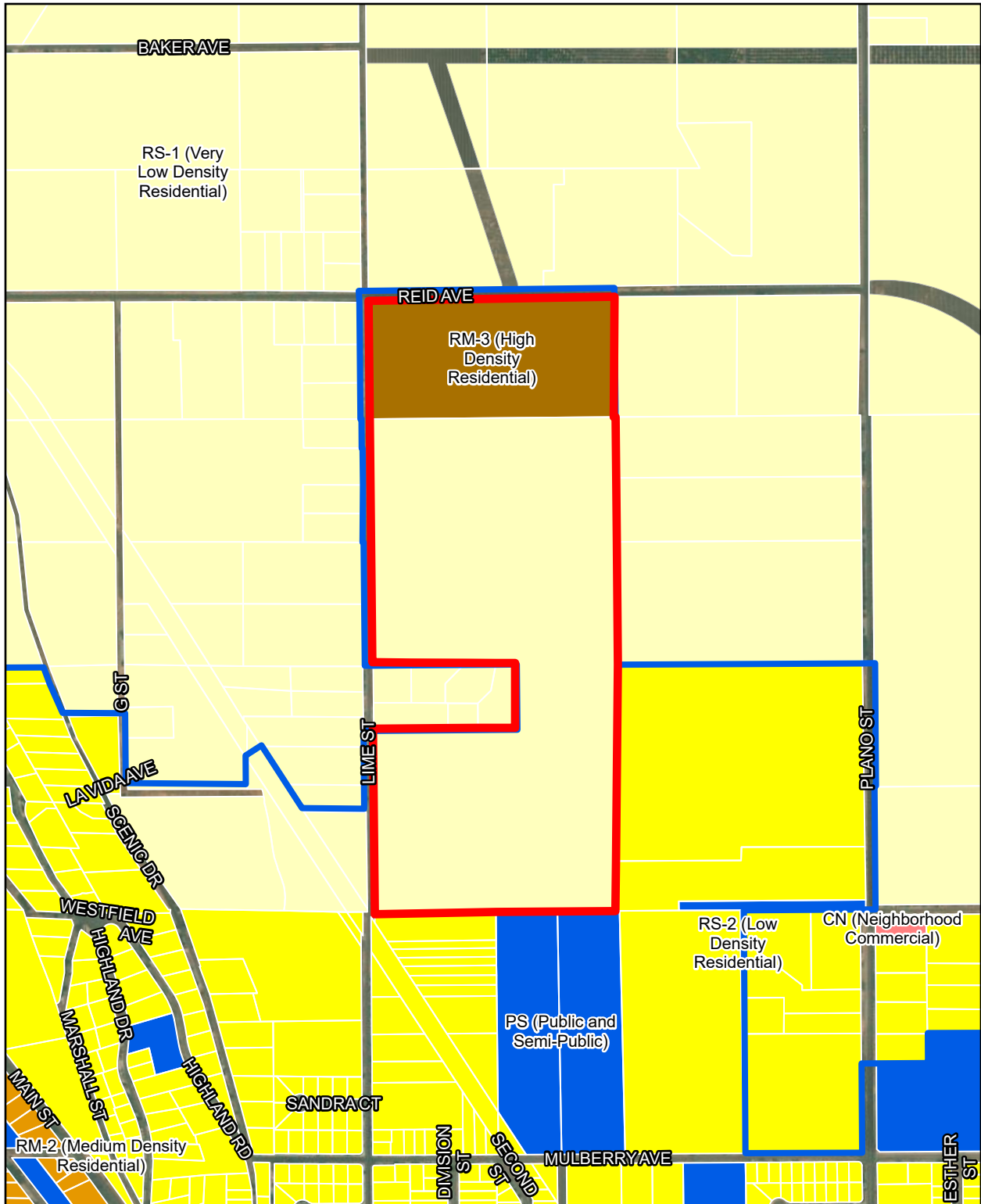
**Crop Cultivation
@ Reid & Lime St**

-  Project Location
-  City Limits

1 in = 800 feet



Zoning PRC 2021-034



Crop Cultivation @ Reid & Lime St

- Project Location
- City Limits

1 in = 800 feet





1270

20 ACRES

35' from center line
of street to first
row

72 rows @ 18'

-1000 TREES

50' trees @ 16'

50' trees @ 16'

50' trees @ 16'

40' from center line
of street to first
row

Main well -
Main filter
Main electrical
service

LINE STREET

REID AVE

DATE	SEPTEMBER 28, 2021
JOB TITLE	HALL, JESSY
JOB LOCATION	REID AVE, PORTERVILLE
JOB NUMBER	123567

Ag Irrigation Sales

CROP	PISTACHIOS
TOTAL TREES / SPACING	10296 18' X 16'
ENTER TYPE / FLOW RATE	8 gph P/C DRIPPER
TOTAL FLOW RATE REQ	460 gph (3 SETS)
SCALE	NO SCALE



1277'

20 ACRES

35' from center line of street to first row

65 rows @ 20'

~1044 TREES

64 trees @ 13'

64 trees @ 13'

64 trees @ 13'

40' from center line of street to first row

Main well -
Main filter
Main electrical service

LINE STREET

1270'

REID AVE

DATE	SEPTEMBER 28, 2021
JOB TITLE	HALL, JESSY
JOB LOCATION	REID AVE, PORTERVILLE
JOB NUMBER	123567

Ag Irrigation Sales

ORCH	ALMONDS
TOTAL TREES / SPACING	11436 20' X 13'
DRIPPER TYPE / FLOW RATE	6-3 gph PVC DRIPPER
WELL FLOW RATE @	450 gpm (3 SETS)
WELL	NO SCALE

DATE: Nov 19, 2021

To: Project Review Committee City of Porterville

From: Marco Rinaldi, Pest Control Advisor, QAL, CCA

Re: Pest Control and Vector Control Plan, MCUP, PRC2021-034 (Crop Cultivation)

INTRODUCTION

Progressive Properties & Investments, LLC seeks a MCUP from the City of Porterville which authorizes Crop Cultivation of permanent plantings as discussed in a PRC ZOOM Meeting on October 13, 2021. (PRC2021-034)

On October 13, 2021 Progressive Properties & Investments, LLC presented to the Project Review Committee plans to cultivate permanent plantings on the South East Corner of Lime Street and Reed Street Porterville, CA 93257. The Project Review Committee requested that a Pest Control/Vector Control Plan be submitted in order to obtain a Minor Conditional Use Permit for Crop Cultivation.

PURPOSE

The purpose of this technical memorandum is to provide a programmatic Pest Management and Weed Abatement Plan that will address the concerns of the City of Porterville and Project Review Committee, and describe resources available to assist in identifying and implementing control options suitable for the Project. This pest control management plan is specifically designed to meet the following objectives:

1. Avoid potential rodent infestations onsite
2. Provide an effective Vector Control Strategy onsite

This Pest Management and Vector Control Plan describes available resources and measures that can be implemented to prevent rodent populations from becoming a nuisance and to control infestations should they occur. The Project would implement practices to manage rodent populations, whenever feasible and effective options are available. The project will implement Vector Control Strategies to allow for effective control of potential pests.

PROJECT LOCATION

The location of the Project is in Porterville, California, 93257, on the South East corner of Lime Street and Reed Street. It encompasses APN: 248-060-031 and 255-210-007, approximately +/- 93 acres.

POTENTIAL IMPACTS FROM PESTS

The potential impacts from weed, insect, disease, and vertebrate pests to both the Project site and adjacent sites are interconnected. Unchecked weed growth will encourage insect and vertebrate pests by providing food and protection from predators and environmental stresses. Insect pests can damage neighboring agricultural crops either through direct feeding or through the transmission of plant diseases, and vertebrate pests can damage electrical cables with their

burrowing activities. Several resources are available that provide pest management guidance. The University of California's Agriculture and Natural Resources Program (UCANR) (<http://www.ipm.ucdavis.edu/>) provides a series of guidelines for Integrated Pest Management in landscape settings. Additionally, the Vertebrate Pest Control Research Advisory Committee (VPCRAC) (<http://www.vpcrac.org/about/handbook.php>) provides resources for the identification and control of vertebrate pests. The pest identification methods and pest control measures described in these guidelines are applicable to this project setting.

WEEDS

The objective of the Pest Management and Vector Control Plan is to prevent the growth of undesirable vegetation, minimize standing water and to manage the desired vegetative growth in and around the permanent plantings at a reasonable cost. UCANR Publication 7441, Weed Management in Landscapes, describes several weed control options—among those that are suitable to this Crop Cultivation include hand weeding and cultivation, mowing, and chemical control (UC Davis 2007). Any herbicide use will be in accordance with regulatory requirements and manufacturers' recommendations to avoid the migration of herbicides off-site.

INSECTS AND DISEASES

An ancillary benefit of a successful vegetation management program is the reduction or elimination of alternate plant habitat that can harbor insects and diseases. This will assist in achieving optimal Vector Control of the desired Crop Cultivation area. After agricultural crops are harvested from the fields, insects will seek weedy areas to overwinter on until more favorable host plants are found. By managing the vegetative growth, insects will be discouraged from overwintering at the Crop Cultivation Site and subsequently migrating to adjacent cropland during the growing season. Irrigation Strategies such as inline drip irrigation will minimize standing water, thus limiting population growth of harmful insect populations. The irrigation strategies of Progressive Properties & Investments, LLC will also minimize the overgrowth of excessive vegetation, further minimizing pest populations.

VERTEBRATE PESTS

Rodent populations flourish in areas with uncontrolled vegetation growth, as can be found on agricultural sites left fallow. Establishment of the Project would make the Site less attractive to rodents by managing vegetation and by not providing cover for them to hide. UCANR Publication 74106, Integrated Pest Management for Home Gardeners and Landscape Professionals – Rats, recommends removing weeds, heavy mulch, and dense vegetative cover to make habit for voles less suitable. As part of the Project, weed control measures would be implemented supporting the reduction of habitat available to pest rodent species. Mowing and spraying with herbicides would manage the growth of vegetation onsite. No potential food sources would be present in the array area, minimizing burrowing rodents.

PEST MANAGEMENT

The Project will take a two-pronged approach to pest management: preventive controls and pest removal options. The type of control selected depends on many factors. Preventive controls attempt to keep rodents from gaining access to the protected area, such as eliminating cover or

habitat for rodents. If preventive controls are not successful, the next line of defense comprises pest removal techniques. Often pest removal involves traps, poisons, and other devices to exterminate pests, such as those identified by the Tulare County Department of Agriculture.

RECOMMENDED PEST REMOVAL METHODS

The Project will manage pest populations through natural predator-prey techniques supplemented by traps, owl boxes and/or bait methods. The Site provides potential foraging habitat for predator species of rats, and other rodents: Coyotes, snakes, and Owls. Implementation of the Pest Management and Weed Abatement Plan would support optimum hunting habitat for predator species by ensuring vegetation does not grow too tall to limit visual spotting of or access to prey. If rodent populations exceed natural pest removal methods, rodents can be controlled with traps, and poison baits. The Tulare County Department of Agriculture offices in the project region sell rodenticides that are approved for use with certain restrictions. Application of pesticides, baits, and traps would be done in accordance with all local, state, and federal laws.

CONCLUSION

As part of the Pest Control and Vector Control Plan, the Project would include weed and irrigation control for the approximately 93 acres of existing land. The preferred method of rodent and insect control on a site with potential habitat for sensitive species is vegetation management and irrigation management to limit cover and food for rodent populations, and minimize standing water to prevent habitat for insect hatching. Ecological pest management practices, by sustaining predator-prey relationships onsite, would limit rodent infestations as well. In extreme circumstances, rodents can be controlled with traps and poison baits approved for use under certain conditions.



CITY COUNCIL AGENDA – DECEMBER 21, 2021

SUBJECT: Approval for Community Civic Event - Porterville College - Pirate in a Day - January 12, 2022

SOURCE: Finance

COMMENT: Porterville College is requesting to hold a college registration event, "Pirate in a Day" at the Centennial Park, on Wednesday, January 12, 2022, from 9:00 am to 4:00 pm. The event will enable potential students to register for classes, receive financial aid information, apply for and complete an abbreviated education plan.

Event organizers are required to adhere to all State and local guidelines and limitations pertaining to COVID 19. The City Council's Ad Hoc Committee has reviewed the application and recommends approval of the event.

This request is made under the Community Civic Events Ordinance No. 1326, as amended. The application has been routed according to the Ordinance regulations and reviewed by all City Departments involved. The requirements are listed on the attached copy of the application and agreement and Exhibit A.

RECOMMENDATION: That the City Council consider approval of the Community Civic Event Application and Agreement submitted by the Porterville College to hold Pirate in a Day event at Centennial Park on January 12, 2022, subject to the requirements and conditions contained in the Application and Agreement and Exhibit A.

ATTACHMENTS: 1. Community Civic Event Application and Agreement, Exhibit A, Map, and Certificate of Liability Insurance

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257
559-782-7451 Fax: 784-4569 www.ci.porterville.ca.us



(Incomplete applications can delay permit process)

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

DO YOU HAVE? Event Flyer? E-mail address? Website?
Application date: 12-6-2021 Event date: 1-12-2022
Event time: 9:00 - 4:00 pm
Name of Event: Pirate in a Day

Sponsoring organization: Porterville College Phone # 559-791-2200
Address: 100 E. College Ave Porterville 93257
Authorized representative: Erin Wingfield Phone # 559-791-2332
Address: 100 E. College Ave Porterville 93257
Event chairperson: Monica Daniels Phone # 559-791-2206
Erin Wingfield 559-791-2332
Location of event Centennial Park Plaza 296 N Main St

(Location map must be attached)

Type of event: Community Registration Event

Non-profit organization status: Non-Profit

(IRS Determination)

City services requested (fees associated with these services will be billed separately):

Barricades (quantity): — Street sweeping Yes — No X
Police protection Yes — No X Refuse pickup Yes — No X
Other: —

Parks facility application required: Yes X No — Attached —
Assembly permit required: Yes X No — Attached —

STAFF COMMENTS (list special requirements or conditions for event):

Appr.	Deny	
_____	_____	Bus. Lic. Spvr. _____
_____	_____	Pub. Works Dir. _____
_____	_____	Comm. Dev. Dir. _____
_____	_____	Field Svcs. Mgr. _____
_____	_____	Fire Chief _____
_____	_____	Parks Dir. _____
_____	_____	Police Chief _____
_____	_____	Admin. Svcs. Dir. _____

CITY OF PORTERVILLE

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

What constitutes a Community Civic Event?

A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures. This application must be submitted **NO LESS THAN 30 DAYS PRIOR** to the date of the event in order to obtain City Council approval.

All City Code requirements are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit our City of Porterville website at www.ci.porterville.ca.us/gov/CityClerk/, Porterville Municipal Codes. For questions or concerns please call 559-782-7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred (\$100) for the first violation.

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. The sponsoring organization/applicant's insurance coverage shall apply as primary to, and on a non-contributory basis with, any other available coverage of the City. The City of Porterville and Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured. A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. This original certificate and endorsement shall be submitted to the Finance Department with the application. The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than two million dollars (\$2,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)

QW Authorized Representative Initial

Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include full liquor liability in an amount not less than one million dollars (\$1,000,000) per occurrence. The City of Porterville shall be named as additional insured against all claims arising out of or in connection with the issuance of this permit or the operation of the permitted, his/her agents or representatives pursuant the permit. Claims-made policies are not acceptable.

NIA Authorized Representative Initials

Health permit: Organization/Applicant will obtain or ensure that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health Department located at 5957 S. Mooney Blvd., Visalia, CA, 93277, call 559-733-6441, or fax information to 559-733-6932; or visit their website: www.tularehhsa.org.

NIA Authorized Representative Initials

First aid station: Organization/Applicant will establish a first aid station, with clearly posted signs, to provide basic emergency care, such as ice/hot packs, bandages, and compresses.

NIA Authorized Representative Initials

Toilet rental service: Applicant shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the City's location. Applicant shall not overload, move or alter the equipment and shall use the equipment for its intended purpose. Applicant shall be responsible for any damages to City's property resulting from company's provision of services hereunder. Applicant shall confirm with the service company the number of portable toilets, standard and handicap, and wash sinks needed for the number of expected attendees.

NIA Authorized Representative Initials

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees. Approval of the Community Civic Events Permit by the Porterville City Council pertains only to authorized activities conducted at designated locations within the incorporated area of the City of Porterville, and such approval shall not be construed or interpreted to authorize sponsor utilization of public right-of-ways outside of the jurisdiction of the City of Porterville.

Porterville College

(Name of Organization)

Erin Wangfield

(Signature)

12-6-2021

(Date)

CITY OF PORTERVILLE

VENDOR/PARTICIPANT LIST IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: Pirate in a Day ^{TO BE}

Sponsoring organization: Porterville College

Location: Centennial Park

Event date: 1-12-2022 Event time: 9:00-4:00 pm

All vendors are required to complete the business license permit form. List all firms, individuals, organizations, etc., that will engage in selling at or participate in the above-named event. **NO PERMIT WILL BE ISSUED WITHOUT THIS INFORMATION.** Vendors with no valid City of Porterville business license are required to pay \$1 per day to the City, with the exceptions of non-profit organizations per *City of Porterville Municipal Code 15-20(E) Community Civic Events (16). This form should be completed at the time of application, but must be submitted **NO LESS THAN TWO WEEKS PRIOR TO THE EVENT.**

[illegible]

***Municipal Code 15-20(E) Community Civic Events (16):** Business License Fees: Any individual, company, firm, concessionaire, fair operator, carnival operator, etc., who engages in, conducts, organizes, or promotes business for profit shall pay a business license fee of one dollar (\$1.00) per day per amusement, entertainment, exhibit, ride or per booth, space, stall, stand or other unenclosed location used for the purpose of advertising, promoting, or sale of, or taking orders for, goods or services; except that no individual, company, firm, concessionaire, fair operator, carnival operator, etc., who possesses a valid city business license shall be subject to separate licensing pursuant to this subsection E16. The nonprofit sponsor shall collect said fee and remit the fee to the city within five (5) working days following the CCE. Said remittance shall be accompanied by a complete list of participants and consecutively numbered receipts written in triplicate, containing the name, address and telephone number of the licensee, and the licensee's California seller's permit number. Said receipts shall be furnished by the city. One copy of the receipt shall be furnished to the licensee, one copy filed with the finance department of the city, and one copy retained by the CCE sponsor for a period of three (3) years for audit purposes.

REQUEST FOR STREET CLOSURES AND PUBLIC PROPERTY USAGE IN CONNECTION WITH THE
APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY
TO BE HELD ON PUBLIC PROPERTY

Sponsoring organization: Porterville College

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED: N/A

4 of 4

Requirements for Community Civic Event

Porterville College
Pirate in a Day

January 12, 2022
9:00 am-4:00 pm

Location: Centennial Park Plaza
296 N Main St
Porterville CA, 93257

Finance Director:
M. Bemis

City Engineer:
D. Cervantez

Community Development Manager:

J. Ridenour

I think that we should present this event to the Covid Ad Hoc Committee to be consistent with other CCEs that have been processed.

Public Works Director:
M. Knight

Fire Marshall:
C. Dignam

Parks and Leisure Services Director:
D. Moore

Vehicles are to remain off of the grass.
If power is needed, a request should be made prior to the day of the event.

Police Lieutenant:
R. Carrillo

No comments at this time.

Administrative Services Director:
P. Hildreth

Risk Management will require a Certificate of Insurance with evidence of \$1,000,000 in liability coverage, naming the City of Porterville as an additional insured. Also the event organizer(s) is (are) required to comply with all local, state, and federal directors mandates concerning COVID-19.

Field Services:
B. Spry

J. Baeza

Requirements for Community Civic Event

Sponsor: Porterville College
100 E College Ave
Porterville, CA 93257
Event: Pirate in a Day
Event Chairman: Erin Wingfield
Location: 296 N Main St Porterville, CA 93257
Centennial Park Plaza
Date of Event: January 12, 2022 (9:00am-4:00pm)

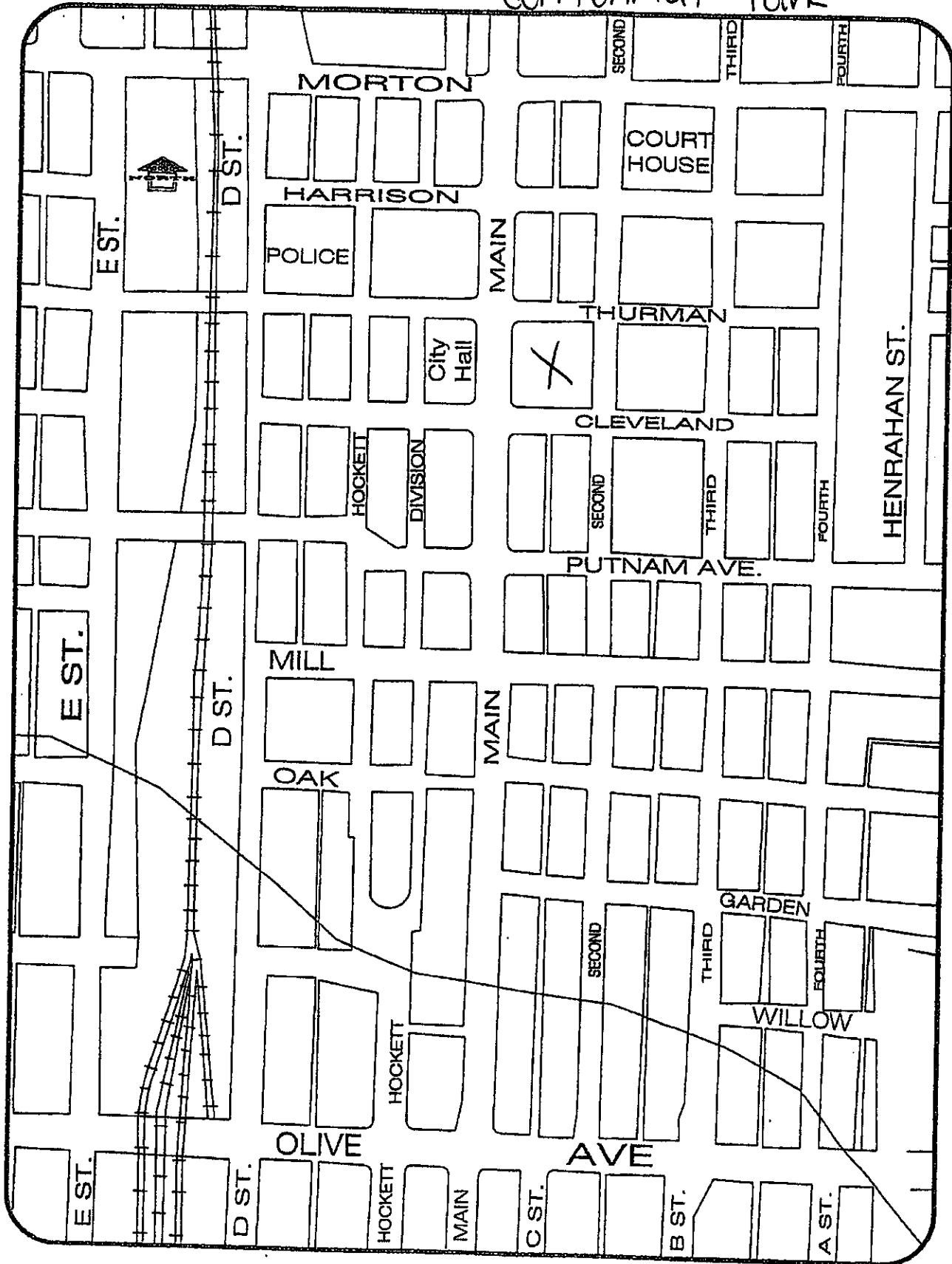
RISK MANAGEMENT: Conditions of Approval

That the Porterville College, provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$1,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville and Successor Agency to the Porterville Redevelopment Agency, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permitted operation and sponsorship of the aforementioned Community Civic Event. If the event is located in the City of Porterville's Redevelopment Agency area, the same conditions apply.

A. Said Certificate of Insurance shall be an original (fax and xerographic copies not acceptable), the Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.

B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A: VII, and the insurance company must be an 'admitted' insurer in the State of California.

Centennial Park



CITY OF PORTERVILLE
OUTSIDE AMPLIFIER PERMIT
(City Ordinances #18-9 & 18-14)



This application must be submitted ten (10) days prior to the date of the event. A copy of this permit must be at the operating premises of the amplifying equipment for which this registration is issued.

1 Name and home address of the applicant: N/A

2 Address where amplification equipment is to be used: _____

3 Names and addresses of all persons who will use or operate the amplification equipment: _____

4 Type of event for which amplification equipment will be used: _____

5 Dates and hours of operation of amplification equipment: _____

6 A general description of the sound amplifying equipment to be used: _____

Section 18-9

It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort of the occupants of nearby residences.

The operation of any such instrument, phonograph, jukebox, machine or device in such manner as to be plainly audible at a distance of one hundred feet (100') from the building, structure, vehicle, or place in which, or on which it is situated or located shall be prima facie evidence of a violation of this section. (Ord. Code § 6311)

Section 18-14

It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall by the council be deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 6312)

Penal Code Section 415 (2) Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars (\$400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

I hereby certify that I have read and answered all statements on this registration form and that they are true and correct.

Signature of Applicant

Date

THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED. HOWEVER, WE URGE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT.

City of Porterville, Chief of Police/Designee

Date

CERTIFICATE OF COVERAGE

Issue Date

12/15/2021

ADMINISTRATOR:

Keenan & Associates
2355 Crenshaw Blvd., Suite 200
Torrance, CA 90501

LICENSE # 0451271

310-212-0363

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY
AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS
CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE
AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

ENTITIES AFFORDING COVERAGE:

ENTITY A: Statewide Association of Community Colleges

ENTITY B:

ENTITY C:

ENTITY D:

ENTITY E:

COVERED PARTY:

Kern Community College District
2100 Chester Avenue
Bakersfield CA 93301

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY [☒ GENERAL LIABILITY [☒ CLAIMS MADE [☒ OCCURRENCE [☒ GOVERNMENT CODES [☒ ERRORS & OMISSIONS]	SWC 01512-01	7/1/2021 7/1/2022	\$ 5,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000
A	AUTOMOBILE LIABILITY [☒ ANY AUTO [☒ HIRED AUTO [☒ NON-OWNED AUTO [☒ GARAGE LIABILITY [☒ AUTO PHYSICAL DAMAGE	SWC 01512-01	7/1/2021 7/1/2022	\$ 5,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY [☒ ALL RISK [☒ EXCLUDES EARTHQUAKE & FLOOD [☐ BUILDER'S RISK	SWC 01512-01	7/1/2021 7/1/2022	\$ 5,000	\$ 500,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	SWC 01512-01	7/1/2021 7/1/2022	\$ 5,000	\$ Included EACH OCCURRENCE
	WORKERS COMPENSATION [☐ EMPLOYERS' LIABILITY			\$	[☐ WC STATUTORY LIMITS [☐ OTHER \$ E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION [☐ EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	OTHER			\$	\$

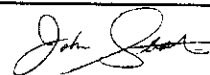
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:

For use facilities by Porterville College for Pirate in a Day Event taking place at Centennial Park on January 12, 2022.

CERTIFICATE HOLDER:

City of Porterville
Successor Agency to the Porterville
Redevelopment Agency
291 N. Main St
Porterville CA 93257

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE
THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN
ACCORDANCE WITH THE POLICY PROVISIONS



John Stephens

AUTHORIZED REPRESENTATIVE

DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY Kern Community College District	COVERAGE DOCUMENT SWC 01512-01	ADMINISTRATOR Keenan & Associates
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Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

City of Porterville
Successor Agency to the Porterville
Redevelopment Agency
291 N. Main St
Porterville CA 93257

As Respects:

For use facilities by Porterville College for Pirate in a Day Event taking place at Centennial Park on January 12, 2022.



Authorized Representative

Issue Date: 12/15/2021



CITY COUNCIL AGENDA – DECEMBER 21, 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 December 7, 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-six (66) 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).

During the past eighteen (18) months, the Council and its legislative bodies have conducted teleconferencing meetings as allowed pursuant to a series of Executive Orders, the most recent which expired on September 30, 2021 (Executive Order N-08-021, issued June 11, 2021), which waived all physical presence requirements under the Brown Act as a means of limiting the spread of COVID-19. Recently adopted State law, Assembly Bill 361 (AB 361), extends the authority of public agencies to conduct meetings by teleconference, including video conference, without compliance with all of the Brown Act's limitations on such meetings, which the status of emergency resulting from the COVID-19 pandemic and accompanying recommendations for social distancing remain in place. Consistent with AB 361, the Council must adopt a Resolution consistent with its proclamation of local emergency, and must review and renew such Resolution every thirty (30) days thereafter. AB 361 will sunset on January 1, 2024.

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 continued to strongly discourage indoor gatherings, but did allow for outdoor social gatherings not to exceed fifty (50) individuals in the Orange (Moderate) Tier - Tulare County's tier status at that time. 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 "Beyond the Blueprint" requirements and regulations were effective through October 1, 2021, which the State assessed conditions by September 1, 2021 and determined an update was necessary. On August 18, 2021, the State issued updated guidance to the "Beyond the Blueprint" in regard to indoor "Mega Events," requiring vaccine verification or negative testing requirements for events involving 1,000 or more participants, removing self-attestation as a mode of verification after September 20, 2021, and extending requirements and regulations until November 1, 2021. On October 27, 2021, the State issued updated guidance to the "Beyond the Blueprint" in regard to Indoor "Mega Events," requiring all indoor events to confirm identification of all attendees age 18 and older to confirm the individual presenting proof of vaccination or negative test is the attendee entering the facility or venue beginning December 1, 2021.

The County and most cities across the county initially 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 2020 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. At its meeting on October 5, 2021, the Council approved the Veterans Day Parade to occur on November 11, 2021, with health and safety precautions required including: 1) longer parade route, multiple announcing areas and signage to avoid gathering and encourage social distancing; 2) livestreaming the event for individuals who elect not to attend in-person; and 3) sponsoring a vaccine event in collaboration with Sierra View Medical Center. At its meeting on November 16, 2021, the Council approved the Children's Christmas Parade to occur on December 4, 2021, with the same health and safety precautions as the Veterans Day Parade.

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 November 30, 2021, there was \$1,248,603 in unpaid City utility accounts (water: \$618,746; sewer: \$334,051; and refuse: \$295,806), with the corresponding total loss in late fees of \$331,304 - 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. State Senate Bill 155 was chaptered on September 24, 2021, which extends the prohibition of shutoff of utilities until December 31, 2021. Under the State's Water and Wastewater Arrearage Payment Program, the City submitted a claim for \$1,047,940.47 to recover unpaid water accounts from residential and commercial customers accrued between March 4, 2020 and June 15, 2021.

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 was working with two local hotels in the leasing of approximately thirty (30) rooms. At the time of this report, the County is no longer reporting the number of hotel rooms available to homeless individuals participating in the Project Roomkey program across the county, nor the number of 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 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. 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 at the time of this report is considered "high" risk for spread. On December 13, 2021, the State issued guidance to require all individuals regardless of vaccination status to wear face coverings when in indoor public places effective December 15, 2021, to be reevaluated by January 15, 2022.

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. The State issued guidance on August 2, 2021, that all adults and students must wear face coverings when indoors, and on August 11, 2021, announced guidance that all education employees be vaccinated or be tested at least once weekly. On October 1, 2021, Governor Newsom announced that the COVID-19 vaccine would be added to the list of vaccines required for school attendance for middle and high school grades, once the vaccine receives full approval from the federal Food and Drug Administration (FDA).

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 by the Council at its meeting 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. At its meeting on December 14, 2021, the Council's COVID Ad Hoc Committee considered the program and recommends that the Council extend the process until April 5, 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. With the conclusion of the eviction moratorium, \$850 million in State emergency rental assistance continues to be available to eligible low income tenants through the California COVID-19 Rent Relief Program.

Governor Newsom's Executive Order N-39-20, issued on March 30, 2020, provided broad waivers of certifications and licensing for healthcare providers and locations to expand the provision of medical care in meeting an expected patient surge. During his press conference announcing the Order, Governor Newsom mentioned that Porterville would play a role in meeting the expected patient surge, which staff has learned will involve the reactivation of a portion of the General Treatment Area of the Porterville Developmental Center (PDC), including caring for up to potentially 350 COVID-19 patients in four (4) categories: 1) patients too sick to recover at home, but do not need hospitalization; 2) patients who have been hospitalized and who are recovering and require less care; 3) skilled nursing facility patients who don't require acute care; and 4) developmentally-disabled group home patients. Preliminary construction improvements have been completed to prepare the facility's infrastructure, with no timeline yet provided for necessary medical improvements expected to begin. The City has repeatedly asked the State to keep it involved in its planning efforts, including any actions by Council that would be supportive of its operation. On May 8, 2020, the City received notice from the County that the State intended to immediately relocate approximately forty (40) foster youth from across the state with COVID-19 to PDC, however, on May 9, 2020, the County notified the City that the State had changed its plans and would not be relocating the youth to PDC, likely to ensure regional patient surge capacity. On July 2, 2020, the City received notification from the County that the State would activate PDC as a regional alternate site on Friday, July 3, 2020, treating low-acute COVID-19 patients transferred from impacted hospitals from across the Central Valley. On August 19, 2020, the State notified the County that State personnel were being assigned to support the large fires in northern California and now across the state, and that PDC would not be accepting any new patients until further notice. As of September 12, 2020, there were no patients being treated at PDC, with the State designating the "warm closure" of the facility that can be reactivated within seventy-two (72) hours if necessary. The State has indicated that due to rising hospitalizations, it anticipated that PDC would be reopened as a regional alternate site, which was activated on December 15, 2020, and at the time of this report is currently not treating any patients and has been returned to "warm closure" status.

As part of the Governor's commitment to broader testing in rural and under-served areas of the state, the State established a contracted large-scale testing facility at the Veterans Memorial Building, beginning operations on Tuesday, May 5, 2020. Up to 130 tests are expected to be performed each day (Monday -

Friday) for the next several months, which testing will be available to everyone by appointment. Given initial low utilization, City staff initiated a local messaging campaign for local residents to be tested, which precipitated improved community response beyond minimum State testing thresholds. City staff had been notified by County staff that the Veterans Memorial administration has given notice to the State to terminate the testing at its facility effective July 31, 2020, so that it may again use the facility for other purposes, however, the State and the Veterans Memorial administration have agreed to continue testing, 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 242,035 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 transitioned 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 (ARPA), 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.

Consistent with federal guidelines in the use of ARPA funds and the Council's priorities for the use of funds, at its meeting on August 17, 2021, the Council

acted to support a vaccine incentive program in collaboration with Sierra View Medical Center, offering \$100 gift cards/certificates from local businesses (with particular focus on restaurants and personal services) to individuals being vaccinated in special publicized events. The City and Sierra View partnered in a vaccine event at the KJUG Free Summer Concert at Centennial Park on August 19, 2021, which seventy-four (74) individuals were vaccinated, and a Community Roundup Event on August 27, 2021 at Sierra View's vaccine clinic, which had 366 individuals vaccinated. A second Community Roundup Event was held on September 16-18, 2021, with 795 individuals vaccinated. A third Community Roundup Event was held on October 7-9, 2021, with 1,249 individuals vaccinated. A fourth Community Roundup Event was held on October 29-30, 2021, with 2,046 individuals vaccinated. A vaccine event was conducted in conjunction with the Veterans Day Parade, which 126 individuals were vaccinated. A fifth Community Roundup Event was held on November 18-20, 2021, with 2,157 individuals vaccinated. A vaccine event was conducted in conjunction with the Children's Christmas Parade on December 4, 2021, which 329 individuals were vaccinated. A vaccine event was conducted in conjunction with the Porterville College Foundation Swap Meet on December 11, 2021, which 374 individuals were vaccinated. A sixth Community Roundup Event was held on December 9-11, 2021, with 1,730 individuals vaccinated. A total of 9,859 local gift cards/certificates have been purchased and \$985,900 in City ARPA funds expended. Sierra View has expressed its interest in continuing to partner with the City in future vaccine incentive events. The Council also directed staff to coordinate with the local school districts in the potential planning of school-based vaccine events for youth ages 5-11 years. At its meeting on December 14, 2021, the Council's COVID Ad Hoc Committee considered the vaccine incentive program and recommends Community Roundup events be planned with Sierra View for January 6th-8th and 27th-29th).

Consistent with federal guidelines in the use of ARPA funds and the Council's priorities for the use of funds, at its meeting on October 19, 2021, the Council acted to support a request by UPHoldings and Self-Help Enterprises in the amount of \$250,000 toward the development of the Finca Serena affordable and permanent supportive housing project, and to apply the County of Tulare's \$500,000 appropriation of ARPA funds to address homelessness in the city of Porterville.

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. At its meeting on August 3, 2021, the Council acted to continue to defer the biannual collection until January 2022.

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. An eighth round for nonprofit cultural institutions only opened on August 27, 2021 and closed on September 8, 2021. A ninth round for new and waitlisted applicants opened on September 9, 2021 and closed on September 30, 2021. Additional rounds of funding may be announced, 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 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;
3. Approve the Draft Resolution authorizing local emergency virtual meetings; and
4. 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-42-20 - Utilities
7. City of Porterville Urgency Ordinance - Face Coverings: July 21, 2020
8. Tulare County Emergency Rental and Utility Assistance Program
9. United States Treasury Department State and Local Fiscal Recovery Funds - Fact Sheet
10. State of California Face Coverings Guidance - June 9, 2021
11. State of California Beyond the Blueprint Framework for Industry and Business Sectors Update - October 27, 2021
12. City Utilities Past Due Balances - November 2021
13. Vaccination Incentives Report
14. State of California Face Coverings Guidance - December 13, 2021
15. Draft Resolution - AB 361 Local Emergency Remote

Access

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

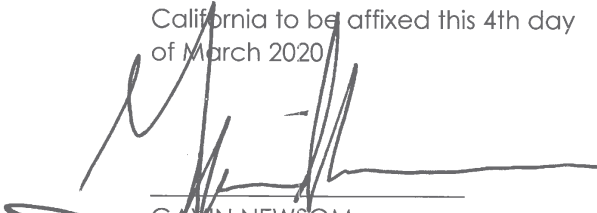
notification requirement of Civil Code section 1798.24, subdivision (i), is suspended.

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:

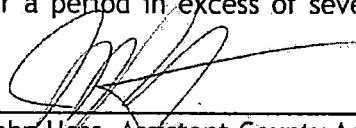
1. Proclaims that a local emergency, as defined in Government Code Section 8558 and Tulare County Ordinance Code Section 1-15-1005, now exists within the County due to the presence of COVID-19; and
2. Requests that the Governor of the State of California request a federal declaration to provide assistance, 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

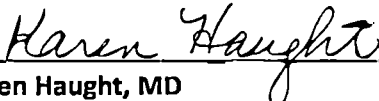
WHEREAS, the Board of Supervisors is not in session, and cannot immediately be called into session; and

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

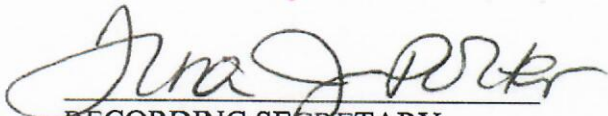
NOES: 0

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-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.

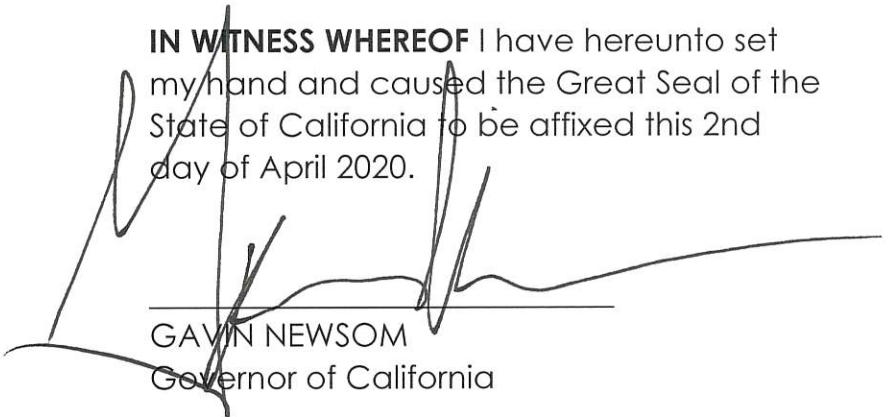
Nothing in this Order eliminates the obligation of water customers to pay for water service, prevents a water system from charging a customer for such service, or reduces the amount a customer already may owe to a water system.

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

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.

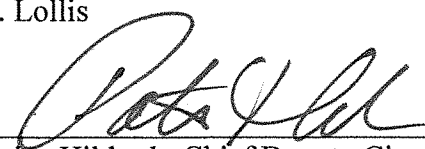
Section 6. This Ordinance is exempt from the requirements of CEQA pursuant to California Public Resources Code Section 21080(b) (4).

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)

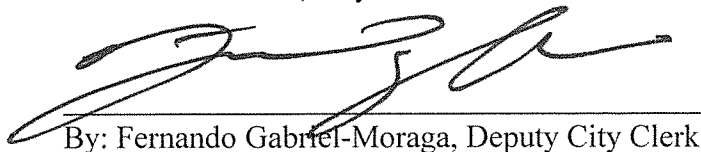
I, JOHN D. LOLLIS, the duly qualified City Clerk of the City of Porterville do hereby certify:

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

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.

FACT SHEET: The Coronavirus State and Local Fiscal Recovery Funds Will Deliver \$350 Billion for State, Local, Territorial, and Tribal Governments to Respond to the COVID-19 Emergency and Bring Back Jobs

May 10, 2021

Aid to state, local, territorial, and Tribal governments will help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery

Today, the U.S. Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments. Treasury also released details on how these funds can be used to respond to acute pandemic response needs, fill revenue shortfalls among these governments, and support the communities and populations hardest-hit by the COVID-19 crisis. With the launch of the Coronavirus State and Local Fiscal Recovery Funds, eligible jurisdictions will be able to access this funding in the coming days to address these needs.

State, local, territorial, and Tribal governments have been on the frontlines of responding to the immense public health and economic needs created by this crisis – from standing up vaccination sites to supporting small businesses – even as these governments confronted revenue shortfalls during the downturn. As a result, these governments have endured unprecedented strains, forcing many to make untenable choices between laying off educators, firefighters, and other frontline workers or failing to provide other services that communities rely on. Faced with these challenges, state and local governments have cut over 1 million jobs since the beginning of the crisis. The experience of prior economic downturns has shown that budget pressures like these often result in prolonged fiscal austerity that can slow an economic recovery.

To support the immediate pandemic response, bring back jobs, and lay the groundwork for a strong and equitable recovery, the American Rescue Plan Act of 2021 established the Coronavirus State and Local Fiscal Recovery Funds, designed to deliver \$350 billion to state, local, territorial, and Tribal governments to bolster their response to the COVID-19 emergency and its economic impacts. Today, Treasury is launching this much-needed relief to:

- Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control;
- Replace lost public sector revenue to strengthen support for vital public services and help retain jobs;
- Support immediate economic stabilization for households and businesses; and,
- Address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic on certain populations.

The Coronavirus State and Local Fiscal Recovery Funds provide substantial flexibility for each jurisdiction to meet local needs—including support for households, small businesses, impacted industries, essential workers, and the communities hardest-hit by the crisis. These funds also deliver resources that recipients can invest in building, maintaining, or upgrading their water, sewer, and broadband infrastructure.

Starting today, eligible state, territorial, metropolitan city, county, and Tribal governments may request Coronavirus State and Local Fiscal Recovery Funds through the Treasury Submission Portal. Concurrent with this program launch, Treasury has published an Interim Final Rule that implements the provisions of this program.

FUNDING AMOUNTS

The American Rescue Plan provides a total of \$350 billion in Coronavirus State and Local Fiscal Recovery Funds to help eligible state, local, territorial, and Tribal governments meet their present needs and build the foundation for a strong recovery. Congress has allocated this funding to tens of thousands of jurisdictions. These allocations include:

Type	Amount (\$ billions)
States & District of Columbia	\$195.3
Counties	\$65.1
Metropolitan Cites	\$45.6
Tribal Governments	\$20.0
Territories	\$4.5
Non-Entitlement Units of Local Government	\$19.5

Treasury expects to distribute these funds directly to each state, territorial, metropolitan city, county, and Tribal government. Local governments that are classified as non-entitlement units will receive this funding through their applicable state government. Treasury expects to provide further guidance on distributions to non-entitlement units next week.

Local governments should expect to receive funds in two tranches, with 50% provided beginning in May 2021 and the balance delivered 12 months later. States that have experienced a net increase in the unemployment rate of more than 2 percentage points from February 2020 to the latest available data as of the date of certification will receive their full allocation of funds in a single payment; other states will receive funds in two equal tranches. Governments of U.S. territories will receive a single payment. Tribal governments will receive two payments, with the first payment available in May and the second payment, based on employment data, to be delivered in June 2021.

USES OF FUNDING

Coronavirus State and Local Fiscal Recovery Funds provide eligible state, local, territorial, and Tribal governments with a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, more equitable economy as the country recovers. Within the categories of eligible uses, recipients have broad flexibility to decide how best to use this funding to meet the needs of their communities. Recipients may use Coronavirus State and Local Fiscal Recovery Funds to:

- **Support public health expenditures**, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
- **Address negative economic impacts caused by the public health emergency**, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
- **Replace lost public sector revenue**, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- **Provide premium pay for essential workers**, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Within these overall categories, Treasury’s Interim Final Rule provides guidelines and principles for determining the types of programs and services that this funding can support, together with examples of allowable uses that recipients may consider. As described below, Treasury has also designed these provisions to take into consideration the disproportionate impacts of the COVID-19 public health emergency on those hardest-hit by the pandemic.

1. Supporting the public health response

Mitigating the impact of COVID-19 continues to require an unprecedented public health response from state, local, territorial, and Tribal governments. Coronavirus State and Local Fiscal Recovery Funds provide resources to meet these needs through the provision of care for those impacted by the virus and through services that address disparities in public health that have been exacerbated by the pandemic. Recipients may use this funding to address a broad range of public health needs across COVID-19 mitigation, medical expenses, behavioral healthcare, and public health resources. Among other services, these funds can help support:

- **Services and programs to contain and mitigate the spread of COVID-19, including:**
 - ✓ Vaccination programs
 - ✓ Medical expenses
 - ✓ Testing
 - ✓ Contact tracing
 - ✓ Isolation or quarantine
 - ✓ PPE purchases
 - ✓ Support for vulnerable populations to access medical or public health services
 - ✓ Public health surveillance (e.g., monitoring for variants)
 - ✓ Enforcement of public health orders
 - ✓ Public communication efforts
 - ✓ Enhancement of healthcare capacity, including alternative care facilities
 - ✓ Support for prevention, mitigation, or other services in congregate living facilities and schools
 - ✓ Enhancement of public health data systems
 - ✓ Capital investments in public facilities to meet pandemic operational needs
 - ✓ Ventilation improvements in key settings like healthcare facilities

- **Services to address behavioral healthcare needs exacerbated by the pandemic, including:**
 - ✓ Mental health treatment
 - ✓ Substance misuse treatment
 - ✓ Other behavioral health services
 - ✓ Hotlines or warmlines
 - ✓ Crisis intervention
 - ✓ Services or outreach to promote access to health and social services
- **Payroll and covered benefits expenses** for public health, healthcare, human services, public safety and similar employees, to the extent that they work on the COVID-19 response. For public health and safety workers, recipients can use these funds to cover the full payroll and covered benefits costs for employees or operating units or divisions primarily dedicated to the COVID-19 response.

2. **Addressing the negative economic impacts caused by the public health emergency**

The COVID-19 public health emergency resulted in significant economic hardship for many Americans. As businesses closed, consumers stayed home, schools shifted to remote education, and travel declined precipitously, over 20 million jobs were lost between February and April 2020. Although many have since returned to work, as of April 2021, the economy remains more than 8 million jobs below its pre-pandemic peak, and more than 3 million workers have dropped out of the labor market altogether since February 2020.

To help alleviate the economic hardships caused by the pandemic, Coronavirus State and Local Fiscal Recovery Funds enable eligible state, local, territorial, and Tribal governments to provide a wide range of assistance to individuals and households, small businesses, and impacted industries, in addition to enabling governments to rehire public sector staff and rebuild capacity. Among these uses include:

- **Delivering assistance to workers and families**, including aid to unemployed workers and job training, as well as aid to households facing food, housing, or other financial insecurity. In addition, these funds can support survivor's benefits for family members of COVID-19 victims.
- **Supporting small businesses**, helping them to address financial challenges caused by the pandemic and to make investments in COVID-19 prevention and mitigation tactics, as well as to provide technical assistance. To achieve these goals, recipients may employ this funding to execute a broad array of loan, grant, in-kind assistance, and counseling programs to enable small businesses to rebound from the downturn.
- **Speeding the recovery of the tourism, travel, and hospitality sectors**, supporting industries that were particularly hard-hit by the COVID-19 emergency and are just now beginning to mend. Similarly impacted sectors within a local area are also eligible for support.
- **Rebuilding public sector capacity**, by rehiring public sector staff and replenishing unemployment insurance (UI) trust funds, in each case up to pre-pandemic levels. Recipients may also use this funding to build their internal capacity to successfully implement economic relief programs, with investments in data analysis, targeted outreach, technology infrastructure, and impact evaluations.

3. Serving the hardest-hit communities and families

While the pandemic has affected communities across the country, it has disproportionately impacted low-income families and communities of color and has exacerbated systemic health and economic inequities. Low-income and socially vulnerable communities have experienced the most severe health impacts. For example, counties with high poverty rates also have the highest rates of infections and deaths, with 223 deaths per 100,000 compared to the U.S. average of 175 deaths per 100,000.

Coronavirus State and Local Fiscal Recovery Funds allow for a broad range of uses to address the disproportionate public health and economic impacts of the crisis on the hardest-hit communities, populations, and households. Eligible services include:

- **Addressing health disparities and the social determinants of health**, through funding for community health workers, public benefits navigators, remediation of lead hazards, and community violence intervention programs;
- **Investments in housing and neighborhoods**, such as services to address individuals experiencing homelessness, affordable housing development, housing vouchers, and residential counseling and housing navigation assistance to facilitate moves to neighborhoods with high economic opportunity;
- **Addressing educational disparities** through new or expanded early learning services, providing additional resources to high-poverty school districts, and offering educational services like tutoring or afterschool programs as well as services to address social, emotional, and mental health needs; and,
- **Promoting healthy childhood environments**, including new or expanded high quality childcare, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth.

Governments may use Coronavirus State and Local Fiscal Recovery Funds to support these additional services if they are provided:

- within a Qualified Census Tract (a low-income area as designated by the Department of Housing and Urban Development);
- to families living in Qualified Census Tracts;
- by a Tribal government; or,
- to other populations, households, or geographic areas disproportionately impacted by the pandemic.

4. Replacing lost public sector revenue

State, local, territorial, and Tribal governments that are facing budget shortfalls may use Coronavirus State and Local Fiscal Recovery Funds to avoid cuts to government services. With these additional resources, recipients can continue to provide valuable public services and ensure that fiscal austerity measures do not hamper the broader economic recovery.

Many state, local, territorial, and Tribal governments have experienced significant budget shortfalls, which can yield a devastating impact on their respective communities. Faced with budget shortfalls and pandemic-related uncertainty, state and local governments cut staff in all 50 states. These budget shortfalls and staff cuts are particularly problematic at present, as these entities are on the front lines of battling the COVID-19 pandemic and helping citizens weather the economic downturn.

Recipients may use these funds to replace lost revenue. Treasury's Interim Final Rule establishes a methodology that each recipient can use to calculate its reduction in revenue. Specifically, recipients will compute the extent of their reduction in revenue by comparing their actual revenue to an alternative representing what could have been expected to occur in the absence of the pandemic. Analysis of this expected trend begins with the last full fiscal year prior to the public health emergency and projects forward at either (a) the recipient's average annual revenue growth over the three full fiscal years prior to the public health emergency or (b) 4.1%, the national average state and local revenue growth rate from 2015-18 (the latest available data).

For administrative convenience, Treasury's Interim Final Rule allows recipients to presume that any diminution in actual revenue relative to the expected trend is due to the COVID-19 public health emergency. Upon receiving Coronavirus State and Local Fiscal Recovery Funds, recipients may immediately calculate the reduction in revenue that occurred in 2020 and deploy funds to address any shortfall. Recipients will have the opportunity to re-calculate revenue loss at several points through the program, supporting those entities that experience a lagged impact of the crisis on revenues.

Importantly, once a shortfall in revenue is identified, recipients will have broad latitude to use this funding to support government services, up to this amount of lost revenue.

5. Providing premium pay for essential workers

Coronavirus State and Local Fiscal Recovery Funds provide resources for eligible state, local, territorial, and Tribal governments to recognize the heroic contributions of essential workers. Since the start of the public health emergency, essential workers have put their physical well-being at risk to meet the daily needs of their communities and to provide care for others.

Many of these essential workers have not received compensation for the heightened risks they have faced and continue to face. Recipients may use this funding to provide premium pay directly, or through grants to private employers, to a broad range of essential workers who must be physically present at their jobs including, among others:

- | | |
|---|---|
| ✓ Staff at nursing homes, hospitals, and home-care settings | ✓ Truck drivers, transit staff, and warehouse workers |
| ✓ Workers at farms, food production facilities, grocery stores, and restaurants | ✓ Childcare workers, educators, and school staff |
| ✓ Janitors and sanitation workers | ✓ Social service and human services staff |
| ✓ Public health and safety staff | |

Treasury's Interim Final Rule emphasizes the need for recipients to prioritize premium pay for lower income workers. Premium pay that would increase a worker's total pay above 150% of the greater of the state or county average annual wage requires specific justification for how it responds to the needs of these workers.

In addition, employers are both permitted and encouraged to use Coronavirus State and Local Fiscal Recovery Funds to offer retrospective premium pay, recognizing that many essential workers have not yet received additional compensation for work performed. Staff working for third-party contractors in eligible sectors are also eligible for premium pay.

6. Investing in water and sewer infrastructure

Recipients may use Coronavirus State and Local Fiscal Recovery Funds to invest in necessary improvements to their water and sewer infrastructures, including projects that address the impacts of climate change.

Recipients may use this funding to invest in an array of drinking water infrastructure projects, such as building or upgrading facilities and transmission, distribution, and storage systems, including the replacement of lead service lines.

Recipients may also use this funding to invest in wastewater infrastructure projects, including constructing publicly-owned treatment infrastructure, managing and treating stormwater or subsurface drainage water, facilitating water reuse, and securing publicly-owned treatment works.

To help jurisdictions expedite their execution of these essential investments, Treasury's Interim Final Rule aligns types of eligible projects with the wide range of projects that can be supported by the Environmental Protection Agency's Clean Water State Revolving Fund and Drinking Water State Revolving Fund. Recipients retain substantial flexibility to identify those water and sewer infrastructure investments that are of the highest priority for their own communities.

Treasury's Interim Final Rule also encourages recipients to ensure that water, sewer, and broadband projects use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions.

7. Investing in broadband infrastructure

The pandemic has underscored the importance of access to universal, high-speed, reliable, and affordable broadband coverage. Over the past year, millions of Americans relied on the internet to participate in remote school, healthcare, and work.

Yet, by at least one measure, 30 million Americans live in areas where there is no broadband service or where existing services do not deliver minimally acceptable speeds. For millions of other Americans, the high cost of broadband access may place it out of reach. The American Rescue Plan aims to help remedy these shortfalls, providing recipients with flexibility to use Coronavirus State and Local Fiscal Recovery Funds to invest in broadband infrastructure.

Recognizing the acute need in certain communities, Treasury's Interim Final Rule provides that investments in broadband be made in areas that are currently unserved or underserved—in other words, lacking a wireline connection that reliably delivers minimum speeds of 25 Mbps download and 3 Mbps upload. Recipients are also encouraged to prioritize projects that achieve last-mile connections to households and businesses.

Using these funds, recipients generally should build broadband infrastructure with modern technologies in mind, specifically those projects that deliver services offering reliable 100 Mbps download and 100

Mbps upload speeds, unless impracticable due to topography, geography, or financial cost. In addition, recipients are encouraged to pursue fiber optic investments.

In view of the wide disparities in broadband access, assistance to households to support internet access or digital literacy is an eligible use to respond to the public health and negative economic impacts of the pandemic, as detailed above.

8. Ineligible Uses

Coronavirus State and Local Fiscal Recovery Funds provide substantial resources to help eligible state, local, territorial, and Tribal governments manage the public health and economic consequences of COVID-19. Recipients have considerable flexibility to use these funds to address the diverse needs of their communities.

To ensure that these funds are used for their intended purposes, the American Rescue Plan Act also specifies two ineligible uses of funds:

- **States and territories may not use this funding to directly or indirectly offset a reduction in net tax revenue due to a change in law from March 3, 2021 through the last day of the fiscal year in which the funds provided have been spent.** The American Rescue Plan ensures that funds needed to provide vital services and support public employees, small businesses, and families struggling to make it through the pandemic are not used to fund reductions in net tax revenue. Treasury's Interim Final Rule implements this requirement. If a state or territory cuts taxes, they must demonstrate how they paid for the tax cuts from sources other than Coronavirus State Fiscal Recovery Funds—by enacting policies to raise other sources of revenue, by cutting spending, or through higher revenue due to economic growth. If the funds provided have been used to offset tax cuts, the amount used for this purpose must be paid back to the Treasury.
- **No recipient may use this funding to make a deposit to a pension fund.** Treasury's Interim Final Rule defines a "deposit" as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions for employees whose wages and salaries are an eligible use of funds.

Treasury's Interim Final Rule identifies several other ineligible uses, including funding debt service, legal settlements or judgments, and deposits to rainy day funds or financial reserves. Further, general infrastructure spending is not covered as an eligible use outside of water, sewer, and broadband investments or above the amount allocated under the revenue loss provision. While the program offers broad flexibility to recipients to address local conditions, these restrictions will help ensure that funds are used to augment existing activities and address pressing needs.



TOMÁS J. ARAGÓN, 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.



State of California—Health and Human
Services Agency
**California Department of
Public Health**



October 27, 2021

TO: All Californians

SUBJECT: Beyond the Blueprint for Industry and Business Sectors

Related Materials: Beyond the Blueprint Q&A | Vaccination Record Guidelines & Standards

Updates as of October 27, 2021:

- Removed term date of November 1, 2021.
- Included requirement for all businesses and venue operators to confirm identification for all attendees age 18 and older.

Background:

On June 15, California fully reopened the economy and moved beyond the Blueprint for a Safer Economy. All sectors listed in the Blueprint Activities and Business Tiers Chart returned to usual operations (with the limited exceptions noted below for Mega Events).

California leads the nation in emerging from the latest surge in COVID-19 infections, hospitalizations, and deaths caused by the Delta variant [1]. This is due in large part to the collective efforts of Californians to get vaccinated and wear masks. Vaccination remains the ultimate exit strategy out of the COVID-19 pandemic, but we still have a ways to go. Although infection rates had been decreasing, they seem to be levelling off, more than 25 counties continue to experience high transmission, as classified by the CDC. Hospital capacity remains impacted in some regions. People are still dying of this increasingly preventable disease.

Ongoing vigilance is necessary to protect against COVID-19. This continues to be the case for large, indoor events, which have the potential to cause large, substantial, and severe outbreaks. As we enter the winter season, more Californians and others entering California will be participating in indoor events and traveling across the state, country, and the globe, increasing the risk of spreading COVID-19.

Large events involve several factors that increase the risk of transmission including (a) persons attending often travel from outside the immediate area, from areas with higher levels of transmission, and some types of travel may increase the risk of exposure; (b) events have prolonged duration; (c) crowding is common in large events; (d) even in counties or venues with universal masking requirements, masks are removed for eating and drinking; and

(e) the larger the number of people gathered in crowded settings, the greater the likelihood that contagious persons are present and the more individuals who are exposed with the potential of becoming infected and spreading infections within their families, communities, schools, and workplaces.

The risk of spreading COVID-19 is decreased when all parties are vaccinated. Vaccination or negative COVID-19 test result verification, especially indoors, is an additional, important strategy to reduce transmission in large gatherings, especially where masks are removed for eating, drinking and where activities (like singing, yelling, or cheering) that increase transmission risk are occurring, even when masks are being worn.

In the context of concerning levels of transmission throughout much of the state, country, and worldwide and the ongoing risk of large gatherings, it is important that these mitigation strategies remain in place. Additionally, beginning December 1st, all attendees age 18 and older must provide identification to confirm the individual presenting proof of vaccination or negative test is the attendee entering the facility or venue. This additional measure is important at this time given that the frequency of indoor events will rise during this winter season, and many individuals attending these events may be coming from states and other countries that are experiencing higher rates of COVID transmission. Many events may also include families with children who are unable to receive the vaccine, or those who may be at high-risk for severe illness or death. It is important that we continue to protect our communities by ensuring that all attendees have taken all required measures to protect themselves and those around them.

These restrictions and recommendations will continue to be updated as CDPH continues to assess conditions on an ongoing basis.

	Restrictions Applying to Indoor & Outdoor Settings
Definitions of Mega Events	Crowds greater than 1,000 (indoors) attendees Crowds greater than 10,000 (outdoors) attendees
UPDATE: Vaccine Verification / Negative Testing requirements to confirm identification	Required for Indoor Mega Events Recommended for Outdoor Mega Events Beginning December 1st - All attendees age 18 and older must provide identification to confirm the individual presenting proof of vaccination or negative test is the attendee entering the facility or venue.*
Capacity Limitations	No restrictions
Physical Distancing	No restrictions for attendees, customers, and guests
Masking	Follow current CDPH Guidance for Face Coverings
Travelers	Recommend following CDC recommendations.

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.

Limited Requirements for Mega Events:

Mega Events are characterized by large crowds greater than 1,000 indoor OR 10,000 outdoor attendees. Mega Events may have either assigned or unassigned seating, and may be either general admission or gated, ticketed, and permitted events. Mega Events do not include venues such as shopping malls or museums that are open to public circulation as part of their regular operations, except to the extent that such venues host qualifying 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 among individuals who are unlikely to be together again and the nature of the events.

For Indoor Mega Events (example: conventions/conferences/expos/sporting events and concerts[2]):

In addition to the general public health recommendations:

- Verification of fully vaccinated status* or pre-entry negative test** result is required of all attendees.
 - Indoor venue and event operators may not use self-attestation as a mode of verification.
- All businesses and venue operators must check the identification of all attendees age 18 and over to validate their vaccination record or proof of negative test.
 - Acceptable identification is any document that includes the name of the person and photograph.
- 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.
- Venues should make masks available to attendees upon request.

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.
 - If implemented, venue and event operators are recommended to not use self-attestation as a mode of verification but rather use verification options for providing proof of vaccination in the CDPH Vaccine Record Guidelines & Standards.
- Attendees must follow CDPH Guidance for Face Coverings. Consistent with that guidance, attendees should also wear masks at outdoor events when they enter indoor areas, such as restrooms, restaurants, retail shops, concourses, or concession stands.
- 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 or obtain a negative COVID-19 test prior to attending the event.
- Venues should make masks available to attendees upon request.

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.

[1] CDC - Delta Variant: What We Know About the Science

[2] These requirements continue to be recommended but not mandatory for places of worship meeting the definition of a mega event.

* 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: See current Options for Providing Proof of Vaccination in the CDPH Vaccine Record Guidelines & Standards for acceptable methods of vaccine verification.

** 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: See current CDPH Updated Testing Guidance for acceptable methods of proof of negative COVID-19 test result.

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)



CITY OF PORTERVILLE
UTILITIES
PAST DUE BALANCES

	AS OF 3/31/2020	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	AS OF 7/31/2021	AS OF 8/31/2021	AS OF 9/30/2021	AS OF 10/31/2021	AS OF 11/30/2021	Mar20-Nov21 Difference
WATER	\$155,942	\$571,536	\$527,676	\$463,170	\$470,677	\$503,738	\$481,955	\$543,626	\$602,471	\$559,589	\$618,746	\$462,804
SEWER	171,185	349,334	294,515	283,873	305,374	292,298	282,188	300,471	320,062	331,194	334,051	\$162,866
REFUSE	155,172	316,767	268,798	253,119	273,951	262,133	248,199	267,486	282,828	297,209	295,806	\$140,634
	<u>\$482,299</u>	<u>\$1,237,637</u>	<u>\$1,090,989</u>	<u>\$1,000,161</u>	<u>\$1,050,002</u>	<u>\$1,058,170</u>	<u>\$1,012,342</u>	<u>\$1,111,583</u>	<u>\$1,205,360</u>	<u>\$1,187,992</u>	<u>\$1,248,603</u>	<u>\$766,304</u>
<u>ESTIMATED PENALTIES</u>		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	AS OF 7/31/2021	AS OF 8/31/2021	AS OF 9/30/2021	AS OF 10/31/2021	AS OF 11/30/2021	
WATER		\$150,734	\$143,479	\$136,401	\$138,598	\$145,220	\$132,986	\$147,937	\$145,259	\$145,534	\$163,842	
SEWER		91,957	75,987	75,827	84,055	79,686	73,592	78,818	77,245	83,940	88,486	
REFUSE		84,750	69,309	68,561	75,935	71,125	65,677	70,806	68,894	75,323	78,977	
		<u>\$327,441</u>	<u>\$288,775</u>	<u>\$280,789</u>	<u>\$298,589</u>	<u>\$296,032</u>	<u>\$272,256</u>	<u>\$297,561</u>	<u>\$291,399</u>	<u>\$304,797</u>	<u>\$331,304</u>	
TOTALS		<u>\$1,565,077</u>	<u>\$1,379,764</u>	<u>\$1,280,950</u>	<u>\$1,348,590</u>	<u>\$1,354,201</u>	<u>\$1,284,597</u>	<u>\$1,409,144</u>	<u>\$1,496,759</u>	<u>\$1,492,789</u>	<u>\$1,579,907</u>	

Vaccination Incentive Report

	KIUG Event	Roundup 1	Roundup 2	Roundup 3	Roundup 4	Veteran's Day	Roundup 5	Christmas Parade	Roundup 6	Next Event?	Total Amount per Vendor
	Aug. 19, 2021	Aug. 27, 2021	Sept. 16-18, 2021	Oct. 7-9, 2021	Oct. 28-30, 2021	Nov. 11, 2021	Nov. 18-20, 2021	Dec. 4, 2021	Dec. 9-11, 21		
2.0 Coffee Co.											
Airway Café			\$400	\$4,600			\$1,000	\$1,700	\$800	\$1,500	\$10,000
All Valley Uniforms			\$500	\$4,500							\$5,000
Calico Mermaid						\$700	\$1,100	\$400	\$300	\$2,500	\$5,000
Chaguito's Bakery			\$2,500	\$2,500		\$900	\$600	\$400	\$400	\$2,700	\$5,000
China's Alley			\$1,100	\$3,900					\$4,100	\$5,900	\$20,000
Country Pleasures						\$1,200	\$5,000				\$15,000
Deli Delicious	\$500			\$3,000			\$1,000	\$1,600	\$1,100	\$100	\$5,000
Don Vinos	\$500	\$3,000	\$2,700	\$7,300			\$5,000		\$2,900	\$7,100	\$33,500
El Jacalito		\$2,000	\$3,200	\$6,800	\$5,000		\$10,000		\$7,600	\$2,400	\$37,000
El Nuevo Mexicali (Main Street)	\$500		\$2,200	\$2,800	\$5,000		\$5,000		\$3,000	\$7,000	\$25,500
El Nuevo Mexicali (Prospect)		\$2,000			\$5,000		\$9,600	\$400	\$1,600	\$8,400	\$27,000
El Tapatio	\$500		\$5,000	\$5,000			\$10,000		\$10,000		\$35,500
Earth Angel						\$400	\$400	\$500	\$500	\$3,200	\$5,000
Giovanni's Pizzeria	\$500		\$5,000	\$5,000	\$5,000		\$2,700		\$2,700	\$2,300	\$25,500
Good Times Barbershop			\$5,000	\$5,000		\$500	\$400	\$900	\$200	\$3,000	\$5,000
Habi Sushi					\$5,000		\$5,000		\$9,000	\$1,000	\$30,000
Hair and Nails by Veronica						\$500					\$500
Hergesheimer's Donuts				\$1,000	\$1,500		\$500	\$2,500	\$400	\$1,600	\$7,500
Hue Salon				\$1,000		\$100		\$2,300	\$500	\$900	\$5,000
Java Express		\$2,500	\$4,000	\$5,000	\$10,000		\$7,400	\$2,600			\$25,000
Mom's U Bake				\$5,000	\$5,000		\$1,100	\$3,500	\$400		\$17,500
Nails by Melanie						\$500					\$500
Nanlangka		\$3,000	\$5,000	\$3,500			\$5,000				\$13,000
Pho Sho			\$1,500		\$2,800		\$3,600	\$1,400			\$12,800
Plano Jerky					\$5,000						\$5,000
Poor Richard's Pizza						\$5,000					\$5,000
Porterville Grocery Outlet			\$4,400	\$5,600	\$15,000		\$1,800	\$7,100	\$900	\$200	\$15,000
RJ's Café			\$700	\$4,300	\$5,000		\$20,000		\$47,200	\$12,800	\$105,000
Rosa's Italian Restaurant			\$300	\$4,700	\$5,100		\$1,800	\$3,200			\$15,000
Shop Luvely Boutique						\$200		\$800			\$10,100
Stafford's	\$600	\$400	\$3,000	\$7,000	\$8,600		\$4,000				\$5,000
Subway	\$2,800	\$3,200	\$10,000	\$5,000	\$10,000		\$1,400		\$5,300	\$4,700	\$31,000
Super Burger			\$5,000	\$5,000	\$5,000		\$10,000		\$10,000		\$18,500
Taco Rico					\$5,000		\$7,500		\$6,900	\$3,100	\$25,000
Thai Kitchen			\$1,100	\$3,900	\$5,000			\$2,500	\$3,400		\$32,000
The Anvil		\$2,500	\$1,500	\$3,500	\$10,000				\$1,700	\$8,300	\$27,500
The Hair Station						\$700		\$700	\$800	\$1,700	\$5,000
The Vault	\$1,500		\$3,500	\$6,500	\$10,000		\$1,100		\$7,200	\$2,800	\$41,500
Tony's Pizza				\$5,000	\$5,000		\$10,000		\$5,000		\$15,000
Town & Country Market		\$5,000	\$19,200	\$5,800	\$55,000		\$60,000		\$60,000		\$205,000
Wink Boutique											\$5,000
Total:	\$7,400	\$25,600	\$86,800	\$117,200	\$208,000	\$2,000	\$212,000	\$32,500	\$193,900	\$89,800	\$985,900
Vaccines	74	357	795	1249	2046	126	2157	329	2104		



TOMÁS J. ARAGÓN, M.D., Dr.P.H.
State Public Health Officer & Director

State of California—Health and Human
Services Agency
**California Department of
Public Health**



GAVIN NEWSOM
Governor

December 13, 2021

TO: All Californians

SUBJECT: Guidance for the Use of Face Coverings



Note: This guidance is effective December 15, 2021, and will supersede all prior face coverings guidance.

Related Materials: [Face Coverings Q&A](#) | [Face Coverings Fact Sheet \(PDF\)](#) | [Face Mask Tips and Resources](#) | [Face Shields Q&A \(PDF\)](#) | [Safe Schools for All Hub](#) | [More Home & Community Guidance](#) | [All Guidance](#) | [More Languages](#)

Updates as of December 13, 2021:

- Adds requirement for universal masking indoors statewide December 15, 2021, through January 15, 2022.

Guidance For the Use of Masks

Background

The COVID-19 vaccines remain effective in preventing serious disease, hospitalization, and death from the SARS-CoV-2 virus. Unvaccinated persons are more likely to get infected and spread the virus which is transmitted through the air and concentrates indoors. To ensure that we collectively protect the health and well-being of all Californians; keep schools open for in-person instruction; and allow California's economy to remain open and thrive, the California Department of Public Health (CDPH) **is requiring masks to be worn in all indoor public settings, irrespective of vaccine status, for the next four weeks (December 15, 2021 through January 15, 2022).**

This new measure brings an added layer of mitigation as the Omicron variant, a Variant of Concern as labeled by the World Health Organization, is detected across California, the United States, and the world and is likely to spread more easily than the original SARS-CoV-2 virus and the Delta variant. Additionally, this new measure brings additional protection to individuals, families and communities during the holidays when more travel occurs, and time is spent indoors.

Since Thanksgiving, the statewide seven-day average case rate has increased by 47% and hospitalizations have increased by 14%. While the percentage of Californians fully vaccinated and boosted continues to increase, we continue to have areas of the state where vaccine coverage is low, putting individuals and communities at greater risk for COVID-19. Given the current hospital census, which is at or over capacity, even a moderate surge in cases and hospitalizations could materially impact California's health care delivery system within certain regions of the state. Other states and countries with similar vaccination rates that have relaxed masking requirements are seeing surges in COVID-19 cases and increasing stress in their healthcare systems.

As recently noted in an updated Science Brief[1] by the Centers for Disease Control and Prevention (CDC), at least ten studies have confirmed the benefit of universal masking in community level analyses: in a unified hospital system,[2] a German city,[3] two U.S. states,[4], [5] a panel of 15 U.S. states and Washington, D.C.,[6], [7] as well as both Canada[8] and the U.S.[9], [10], [11] nationally. Each analysis demonstrated that, following directives for universal masking, new infections fell significantly. Two of these studies[12], [13] and an additional analysis of data from 200 countries that included the U.S.[14] also demonstrated reductions in mortality. Another 10-site study showed reductions in hospitalization growth rates following mask mandate implementation.[15]

Implementing a universal masking requirement not only has proven to decrease the rate of infections but is able to slow community transmission. A series of cross-sectional surveys in the U.S. suggested that a 10% increase in self-reported mask wearing tripled the likelihood of slowing community transmission.[16]

The masking requirement in California schools has allowed us to keep schools open when compared to other parts of the country. California accounts for roughly 12% of all U.S. students, but only 1% of COVID-19 related school closures. Nationally during the Delta surge in July and August 2021, jurisdictions without mask requirements in schools experienced larger increases in pediatric case rates, and school outbreaks were 3.5 times more likely than in areas without school mask requirements.[17], [18]

In workplaces, employers are subject to the Cal/OSHA COVID-19 Emergency Temporary Standards (ETS) or in some workplaces the Cal/OSHA Aerosol Transmissible Diseases (ATD) Standard and should consult those regulations for additional applicable requirements.

Masking Requirements

Masks are required for all individuals in all indoor public settings, regardless of vaccination status from December 15, 2021 through January 15, 2022 (surgical masks or higher-level respirators are recommended).

See State Health Officer Order, issued on July 26, 2021, for a full list of high-risk congregate and other healthcare settings where surgical masks are required for unvaccinated workers, and recommendations for respirator use for unvaccinated workers in healthcare and long-term care facilities in situations or settings not covered by Cal OSHA ETS or ATD.

For additional information on types of masks, the most effective masks, and ensuring a well-fitted mask, individuals should refer to CDPH Get the Most out of Masking and see CDPH Masking Guidance Frequently Asked Questions for more information.

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.

[1] Science Brief: Community Use of Masks to Control the Spread of SARS-CoV-2 | CDC

[2] Wang X, Ferro EG, Zhou G, Hashimoto D, Bhatt DL. Association between universal masking in a health care system and SARS-CoV-2 positivity among health care workers. *JAMA*. 2020;324(7):703–704.

[3] Mitze T, Kosfeld R, Rode J, Wälde K. Face masks considerably reduce COVID-19 cases in Germany. *Proc Natl Acad Sci U S A*. 2020;117(51):32293–32301.

[4] Gallaway MS, Rigler J, Robinson S, et al. Trends in COVID-19 incidence after implementation of mitigation measures – Arizona, January 22–August 7, 2020. *MMWR Morb Mortal Wkly Rep*. 2020;69(40):1460–1463.

[5] Van Dyke ME, Rogers TM, Pevzner E, et al. Trends in county-level COVID-19 incidence in counties with and without a mask mandate – Kansas, June 1–August 23, 2020. *MMWR Morb Mortal Wkly Rep*. 2020;69(47):1777–1781.

[6] Lyu W, Wehby GL. Community use of face masks and COVID-19: evidence from a natural experiment of state mandates in the US. *Health Aff (Millwood)*. 2020;39(8):1419–1425.

[7] Hatzius J, Struyven D, Rosenberg I. Face masks and GDP. Updated June 29, 2020. Accessed July 8, 2020.

[8] Karaivanov A, Lu SE, Shigeoka H, Chen C, Pamplona S. Face masks, public policies and slowing the spread of COVID-19: evidence from Canada. *J Health Econ*. 2021;78:102475.

[9] Joo H, Miller GF, Sunshine G, et al. Decline in COVID-19 hospitalization growth rates associated with statewide mask mandates – 10 states, March–October 2020. *MMWR Morb Mortal Wkly Rep*. 2021;70(6):212–216.

[10] Chernozhukov V, Kasahara H, Schrimpf P. Causal impact of masks, policies, behavior on early COVID-19 pandemic in the U.S. *J Econom*. 2021;220(1):23–62.

[11] Guy GP Jr, Lee FC, Sunshine G, et al. Association of state-issued mask mandates and allowing on-premises restaurant dining with county-level COVID-19 case and death growth rates – United States, March 1–December 31, 2020. *MMWR Morb Mortal Wkly Rep*. 2021;70(10):350–354.

[12] Ibid, 6.

[13] Ibid, 7.

[14] Ibid, 11.

[15] Ibid, 9.

[16] Rader B, White LF, Burns MR, et al. Mask-wearing and control of SARS-CoV-2 transmission in the USA: a cross-sectional study. *The Lancet Digital Health*. 2021;3(3):e148–e157.

- [17] Jehn M, McCullough JM, Dale AP, Gue M, Eller B, Cullen T, Scott SE. Association between K–12 school mask policies and school-associated COVID-19 outbreaks — Maricopa and Pima Counties, Arizona, July–August 2021. *MMWR Morb Mortal Wkly Rep.* 2021; 70(39);1372–1373.
- [18] Budzyn SE, Panaggio MJ, Parks SE, Papazian M, Magid J, Eng M, Barrios LC. Pediatric COVID-19 cases in counties with and without school mask requirements — United States, July 1–September 4, 2021. *MMWR Morb Mortal Wkly Rep.* 2021; 70(39);1377–1378.

California Department of Public Health
PO Box, 997377, MS 0500, Sacramento, CA 95899-7377
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RESOLUTION ____-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AFFIRMING ITS PROCLAMATION OF A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY ASSEMBLY BILL 361 ISSUED ON SEPTEMBER 16, 2021, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF ALL LEGISLATIVE BODIES OF THE CITY OF PORTERVILLE FOR THE PERIOD OF THIRTY (30) DAYS PURSUANT TO BROWN ACT PROVISIONS

WHEREAS, the City Council is committed to preserving and nurturing public access and participation in meetings of all City of Porterville legislative bodies; and,

WHEREAS, all meetings of the City's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950-54963), so that any member of the public may attend, participate, and watch the City's legislative bodies conduct their business; and,

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(s), subject to the existence of certain conditions; and,

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and,

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme period to the safety of persons and property within the jurisdictions that are within the City's boundaries, caused by natural, technological, or human-caused disasters; and,

WHEREAS, it is further required that State or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and,

WHEREAS, such conditions now exist in the City, specifically, a State of Emergency has been proclaimed by the Governor of the State of California; and,

WHEREAS, State and local officials continue to promote social distancing measures and City's conference chambers limited capacity would present imminent risk to health and safety of attendees; and,

WHEREAS, the City does hereby reaffirm its proclamation of a local emergency due to the novel coronavirus (COVID-19) that has caused, and will continue to cause, conditions of peril to the safety of persons within the City that are likely to be beyond the control of services, personnel, equipment, and facilities of the City, and desires to reaffirm its local emergency and ratify the proclamation of emergency by the Governor of the State of California; and,

WHEREAS, as a consequence of the local and state emergency, the City does hereby find that the legislative bodies of the City shall conduct their meetings without compliance with paragraph three (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph two (2) of subdivision (c) of section 54953; and,

WHEREAS, the City will give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body; and,

WHEREAS, the legislative body will not take any further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored; and,

WHEREAS, the legislative body will not require public comments to be submitted in advance of the meeting and specifies that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time; and,

WHEREAS, the legislative body will not close the public comment until the public comment period has elapsed or until a reasonable amount of time has elapsed as specified.

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

SECTION 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference; and,

SECTION 2. Reaffirmation of Local Emergency. The City hereby reaffirms that a local emergency now exists through the City, and that State and local officials

continue to promote social distancing measures and City's conference chambers limited capacity would present imminent risk to health and safety of attendees; and,

SECTION 3. Ratification of Governor's Proclamation of a State of Emergency. The City hereby ratifies the Governor of the State of California's Proclamation of March 2, 2020; and,

SECTION 4. Remote Teleconference Meetings. The City Manager and legislative bodies of City of Porterville are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act; and,

SECTION 5. Effective Date of Resolutions. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of January 20, 2022, or such time the Council adopts a subsequent Resolution in accordance with Government Code section 54953 (e)(3) to extend the time during which the legislative bodies of City of Porterville may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED, APPROVED, AND ADOPTED this 21st day of December, 2021.

Adrian Monte Reyes, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____

Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – DECEMBER 21, 2021

SUBJECT: Approval of Administrative Budget and Recognized Obligation Payment Schedule for Fiscal Year 2022-2023

SOURCE: Finance

COMMENT: The Successor Agency to the Porterville Redevelopment Agency (the “Successor Agency”) was formed to administer the enforceable obligations and otherwise unwind the former affairs of the former Porterville Redevelopment Agency (the “Former Agency”), all subject to the review and approval of an Oversight Board. Until June 30, 2018, each successor agency had a local oversight board that served this purpose. As of July 1, 2018, all local oversight boards have been replaced by consolidated county-wide oversight boards as part of the streamlining and wind-down of redevelopment affairs.

Under Section 34171(h), a Recognized Obligation Payment Schedule (a “ROPS”) is "the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each fiscal year as provided in subdivision (o) of Section 34177." Under the mandatory dates in the Dissolution Law, the Successor Agency must submit a copy of the ROPS for fiscal year 2022-23 (the “ROPS 22-23”), after approval from the Oversight Board, to the County Administrative Officer (“CAO”), County Auditor-Controller (“CAC”), State Controller’s Office (“SCO”), and Department of Finance (“DOF”) by February 1, 2022.

In accordance with the Dissolution Act and the additional technical and substantive amendments by the legislature in AB1484 and SB107, the Successor Agency has prepared the ROPS 22-23 covering Enforceable Obligations for the period July 1, 2022 through June 30, 2023 (including the Successor Agency’s Administrative Budget for this same fiscal period). The ROPS 22-23 is being presented to the Countywide Oversight Board for consideration and approval at its meeting on January 14, 2022.

The Successor Agency is limited to making payments reflected on an approved ROPS; therefore, approval of the ROPS by the Successor Agency, Oversight Board and DOF is essential to the continued operation of the Successor Agency and wind-down of the affairs of the Former Agency.

RECOMMENDATION: That the City Council:

1. Adopt the draft Resolution approving the Administrative Budget and the Recognized Obligation Payment Schedule for the

fiscal period July 1, 2022 through June 30, 2023, provided that should any augmentation or modification be required to the ROPS 22-23, the Finance Director shall be authorized to make such augmentation or modification; and
2. Direct Successor Agency staff to submit ROPS 22-23 to the Countywide Oversight Board for approval.

ATTACHMENTS:

1. Draft Resolution
2. Draft Recognized Obligation Payment Schedule 2022-2023
3. Administrative Budget 2022-2023

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

SUCCESSOR AGENCY RESOLUTION NO. 2021 - _____

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE PORTERVILLE
REDEVELOPMENT AGENCY APPROVING THE ADMINISTRATIVE
BUDGET AND THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE
FOR THE PERIOD JULY 1, 2022 THROUGH JUNE 30, 2023

WHEREAS, the Successor Agency to the Porterville Redevelopment Agency (“Successor Agency”) has been established to take certain actions to wind down the affairs of the Porterville Redevelopment agency in accordance with Section 34173 of the Health and Safety Code; and

WHEREAS, pursuant to Sections 34179 and 34180 of the Dissolution Act, certain actions of the Successor Agency are subject to the review and approval by an oversight board; and

WHEREAS, on or after July 1, 2018, the County of Tulare, through the Tulare County Auditor Controller, established the Tulare Countywide Oversight Board (“the Oversight Board”) in compliance with Section 34179(j), which serves as the oversight board to all of the successor agencies existing and operating in Tulare County, including the Successor Agency; and

WHEREAS, pursuant to Section 34171(h) of the Dissolution Act, a “Recognized Obligation Payment Schedule” (“ROPS”), means the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each one-year fiscal period as provided in subdivision (o) of Section 34177 of the Dissolution Act; and

WHEREAS, pursuant to Section 34177 (j) of the Dissolution Act, the Successor Agency is required to prepare and submit to the Oversight Board an “Administrative Budget” for each annual fiscal period corresponding to the each ROPS; and

WHEREAS, pursuant to Section 34177(o) of the Dissolution Act, the Successor Agency must prepare, approve and submit to the Oversight Board for approval its Recognized Obligation Payment Schedule (“ROPS”); and

WHEREAS, the Successor Agency has prepared its Administrative Budget and ROPS for the period covering July 1, 2022 through June 30, 2023 (ROPS 22-23), which is incorporated herein by this reference; and

WHEREAS, the Oversight Board will consider the approval of ROPS 22-23 at its meeting on January 14, 2022; and

WHEREAS, pursuant to HSC Section 34177.7 (o)(1), the Successor Agency shall submit an Oversight Board approved annual ROPS to the California Department of Finance and the County Auditor-Controller by February 1st of each year for approval; and

WHEREAS, pursuant to Section 34177(l)(2)(C) of the Dissolution Act, a copy of the approved ROPS 21-22 shall be submitted to the County Auditor-Controller, the State Controller’s

Office, the State Department of Finance no later than February 1, 2022 and shall be posted on the City's/Successor Agency's website promptly upon approval thereof by the Oversight Board.

NOW, THEREFORE, BE IT RESOLVED, that the Board of the Successor Agency to the Porterville Redevelopment Agency:

1. Approve the Administrative Budget for the period covering July 1, 2022 through June 30, 2023; and

1. Approve ROPS 22-23 and authorize the Successor Agency Executive Director and / or Finance Director to make such augmentation or modification as may be deemed appropriate; and

2. Authorize the Finance Director to transmit ROPS 22-23 to the Oversight Board and upon approval thereof by the Oversight Board, to transmit the approved ROPS 22-23 to the County Auditor-Controller, the State Controller's Office, and the State Department of Finance, and to post the approved ROPS 22-23 on the City's website.

PASSED, APPROVED AND ADOPTED this 21st day of December, 2021.

By: _____
Adrian Monte Reyes, Chair

ATTEST:
John D. Lollis, Agency Secretary

Patrice Hildreth, Chief Deputy Agency Secretary

Porterville
ROPS 2022-23 Annual

<u>Summary</u>		<u>Detail</u>	<u>Cash Balances</u>	<u>Submission</u>
Requested Funding for Obligations		22-23A Total	22-23B Total	ROPS Total
A	Obligations Funded as Follows (B+C+D)	10,000	15,802	25,802
B	Bond Proceeds	0	2,802	2,802
C	Reserve Balance	0	0	0
D	Other Funds	10,000	13,000	23,000
E	Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	245,816	245,816	491,632
F	RPTTF	245,816	245,816	491,632
G	Administrative RPTTF	0	0	0
H	Current Period Obligations (A+E)	255,816	261,618	517,434

Porterville

ROPS 2022-23 Annual

Summary Detail Cash Balances Submission									
Filter								Export to Excel	
Item #	Obligation Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Total Outstanding Obligation	Total Requested Funding	Notes
15	Successor Agency Administration	Admin Costs	01/01/2015	06/30/2040	City of Porterville	Agency Administration cost.	360,000	20,000	
21	Tax Allocation Refunding Bonds, Series 2016A	Refunding Bonds Issued After 6/27/12	12/01/2016	06/01/2040	U.S. Bank National Association	Issuance of tax allocation refunding bonds to refund the 2008 bonds	5,747,919	321,919	
22	Taxable Tax Allocation Refunding Bonds, Series 2016B	Refunding Bonds Issued After 6/27/12	12/01/2016	06/01/2040	U.S. Bank National Association	Issuance of taxable tax allocation refunding bonds to refund the 2008 bonds	3,017,556	169,713	
23	Trustee Fees	Fees	12/01/2016	06/30/2040	U.S. Bank National Association	Trustee fees in relation to the Series 2016A and 2016B bonds	54,000	2,802	
24	Continuing Disclosure Services and Dissemination Agent Fees	Fees	12/01/2016	06/30/2040	Willdan Financial Services	Professional fees in connection with continuing disclosure services and dissemination of information required by the Indenture of Trust	54,000	3,000	
25	Arbitrage Fees	Fees	12/01/2016	06/30/2040	Arbitrage Compliance Specialists, Inc.	Professional fees for the calculation of arbitrage in relation to the Series 2016A bonds	15,000	-	
27	ROPS 20-21 shortfall	RPTTF Shortfall	07/01/2019	06/30/2021	City of Porterville Successor Agency	Prior years' excess RPTTF were obligated on both ROPS 19-20 and ROPS 20-21.	-	-	

Porterville
ROPS 2022-23 Annual

[Summary](#) [Detail](#) [Cash Balances](#) [Submission](#)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see [Cash Balance Tips](#).

[Export to Excel](#)

Note: Cash Balances data is auto-saved.

July 1, 2019 through June 30, 2020

(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H
		Fund Sources				RPTTF	Comments
		Bond Proceeds		Reserve Balance	Other Funds		
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, Grants, Interest, etc.	Non-Admin and Admin	
	ROPS 19-20 Cash Balances (07/01/19 - 06/30/20)						
1	Beginning Available Cash Balance (Actual 07/01/19) RPTTF amount should exclude "A" period distribution amount	91,347	0	58,671	295,725		
2	Revenue/Income (Actual 06/30/20) RPTTF amount should tie to the ROPS 19-20 total distribution from the County Auditor-Controller	2,441		0	8,218	461,698	
3	Expenditures for ROPS 19-20 Enforceable Obligations (Actual 06/30/20)	28,438		51,553	58,125	453,273	
4	Retention of Available Cash Balance (Actual 06/30/20) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	62,548		7,118	217,770		
5	ROPS 19-20 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 19-20 PPA form submitted to the CAC	No entry required				8,425	
6	Ending Actual Available Cash Balance (06/30/20) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$ 2,802	\$ 0	\$ 0	\$ 28,048	\$ 0	

**PORTERVILLE SUCCESSOR AGENCY
ANNUAL ADMINISTRATIVE BUDGET
2022 - 2023**

OBJECT	ACCOUNT DESCRIPTION	BUDGET
PERSONAL SERVICES		
-01	SALARIES, REGULAR	\$ 9,000
-02	SALARIES, PART TIME	\$ -
-03	SALARIES, OVERTIME	\$ -
-09	BENEFITS	<u>\$ 4,400</u>
	SUB-TOTAL	\$ 13,400
MATERIALS, SUPPLIES & SERVICES		
-21	ADVERTISING	\$ 150
-22	PRINTING	\$ 150
-23	PROFESSIONAL SERVICES	\$ 6,000
-41	MEETING EXPENSE	\$ 150
-46	POSTAGE	<u>\$ 150</u>
	SUB -TOTAL	\$ 6,600
	TOTAL	<u><u>\$ 20,000</u></u>