



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
JANUARY 18, 2022, 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 January 18, 2022

Please use the following link below to join the webinar:

<https://us06web.zoom.us/j/83940494469?pwd=TCsrTWlFbnVieWJucEZyVmpRTnVzZz09>

Or via Telephone: **1-669-900-6833** Webinar ID: **839 4049 4469** Passcode: **686621**

Call to Order

Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 302-480-001, 302-130-028, and 302-130-015. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Rick Perigo Roadsiding. Under Negotiation: Terms and Price.

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

3 - Government Code Section 54956.95 – Liability Claim: Claimant: Christopher J. Kyle. Agency claimed against: City of Porterville.

4 - Government Code Section 54956.95 – Liability Claim: Claimants: Alfonso Godoy and Alma Pineda Ibarra. Agency claimed against: City of Porterville.

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

6 - Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Five (5) cases in which facts are not yet known to potential plaintiff.

7 - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Two (2) cases.

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

Pledge of Allegiance Led by Mayor Reyes

Invocation

PRESENTATIONS

Employees of the Month

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.

- Tulare County Regional Transit Agency (TCRTA) Subcommittee - January 3, 2022
- Eastern Tule Groundwater Sustainability Agency - January 6, 2022
- Internal City Audit Committee - January 6, 2022
- Tulare County Regional Transit Agency - January 10, 2022
- Tulare County Water Commission - January 10, 2022
- Cal Cities South San Joaquin Valley Division Policy Committee - January 13, 2022

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 - January 6, 2022
 2. Library & Literacy Commission - January 11, 2022
 3. Arts Commission
 4. Animal Control Commission
 5. Youth Commission - January 12, 2022
 6. Transactions and Use Tax Oversight Committee (TUTOC)
- II. Staff Informational Reports
- Water Conservation Phase IV Status Update - December 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 Playground Equipment Through Community Development Block Grant Park Improvement Funds**
Re: Consideration to authorize the purchase of playground equipment for Murry Park, through Community Development Block Grant Park Improvement Funds from Ross Recreation not to exceed \$55,640.78.
2. **Fire Department Vehicle Purchase**
Re: Consideration to authorize staff to negotiate for the purchase of two vehicles up to a cost of \$80,000 per vehicle.
3. **Authorization to Distribute Request for Proposals for Fair Housing Education Services**
Re: Consideration of approval to distribute a joint RFP with the City of Hanford for fair housing education services.
4. **Authorization to Distribute Request for Proposals for Permanent Local Housing Allocation Year 2 Funding**
Re: Consideration to authorize to Distribute Request for Proposals for Permanent Local Housing Allocation (PLHA) Year 2 Funding
5. **Authorization to Distribute a Request for Qualifications for Design Services - Remodel/Addition of Fire Stations**
Re: Consideration to authorize staff to distribute a Design Services Request for Qualifications for the remodel of the City's three existing fire stations.
6. **Authorization to Contract for GIS Imagery Base Mapping**
Re: Authorization to enter into a 3-year term Agreement with Nearmap for imagery GIS integration at a cost not to exceed \$ 32,175.
7. **Acceptance of Project - Temporary Library**
Re: Consideration to accept the project as completed by TMJ Construction, Inc., which consisted of the remodel of the existing tenant space located at 50 W. Olive Avenue, Unit B.
8. **Authorization to Apply for Clean California Local Grant Program (CCLGP) Funds**

Re: Considering authorization to apply for grant funds for improvements to the Rails to Trails between Henderson and Walnut Avenues.

9. Authorization of Technology Infrastructure for the Temporary Library Facility

Re: Consideration of authorization to purchase computers and peripheral technological equipment as well as install associated infrastructure through the San Joaquin Valley Library System (SJVLS) for the temporary library facility located at 50 West Olive, Suite B.

10. Prop 68 Rural Recreation and Tourism Program Resolution

Re: Consideration to adopt the draft Resolution approving the application for Proposition 68 Rural Recreation and Tourism Program Funds.

11. Approval of Resolution to Execute the Airport Rescue Grant Agreement for the Porterville Municipal Airport

Re: Consideration to approve the draft Resolution authorizing the Finance Director to execute the American Rescue Grant Agreement for the Porterville Municipal Airport for a \$32,000 grant to prevent, prepare for and respond to the coronavirus pandemic.

12. Status Report - Developer Impact Fees

Re: Consideration to accept the Status Report on Developer Impact Fees for the fiscal year ended June 30, 2021.

13. City Council Member Requested Agenda Item - Consideration and Review of the City's Fireworks Ordinance

Re: Consider Mayor Reyes' request to consider and review the City's Fireworks Ordinance.

14. Status and Review of Local Emergency: Drought

Re: Considering approval of the continuance of the Declaration of Local Emergency.

PUBLIC HEARINGS:

15. Consideration of Revised City Council District Electoral Boundaries as Required by California Elections Code Section 21621 - Public Hearing No. 2

Re: Receiving public comment concerning the redrawing of boundaries of Council Member districts.

SCHEDULED MATTERS

16. Consideration of Sphere of Influence Amendment

Re: Consideration to adopt the draft Resolution for the addendum to the Mitigated Negative Declaration of Environmental Impact; adopt the draft Resolution making application to Tulare LAFCO for consideration of a UDB/SOI amendment, and direct staff to process SOI amendment through Tulare LAFCO.

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

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

ORAL COMMUNICATIONS

OTHER MATTERS

CLOSED SESSION

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

ADJOURNMENT - to the meeting of February 1, 2022

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 – JANUARY 18, 2022

SUBJECT: Water Conservation Phase IV Status Update - December 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 III to Phase IV of the City's Water Conservation Plan 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 December 2021 show that a total of ten (10) notices of violation were issued for water wasting, and eight Administrative Citations were issued.

Water production for December 2021 shows a five percent (5%) decrease from the 5-year average. The monthly production for December 2021 was 182 million gallons, which is a ten percent (10%) decrease in comparison to the monthly production for December 2013 of 194 million gallons. Residential consumption for December 2021 was 66.12 gallons per capita per day (GPCD).

Compliance with individual water supplier conservation requirements is based on cumulative savings. Cumulative tracking means that conservation savings

will be added together from one month to the next and compared to the amount of water used during the same months in 2013. City Staff will be evaluating conservation totals in two formats: 1) Calculate the cumulative conservation totals for production as compared to production in 2013; and 2) Calculate cumulative conservation totals in relation to GPCD, in efforts to evaluate population growth impacts on production as compared to 2013. The cumulative total of production for the City of Porterville's conservation efforts will reflect June 2015 through December 2021. Porterville's cumulative total production conservation through December 2021 is 19.92%. The cumulative total of GPCD for the City of Porterville's conservation efforts will reflect June 2015 through December 2021. Porterville's cumulative total GPCD conservation through December 2021 is 24.5%.

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 keeps 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 in 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 ten percent (10%) decrease from December 2020 to December 2021.

RECOMMENDATION: Information Only

ATTACHMENTS:

1. Monthly Production Status December 2021
2. Monthly Production Status GPCD December 2021
3. Drought Response Phase IV Flyer

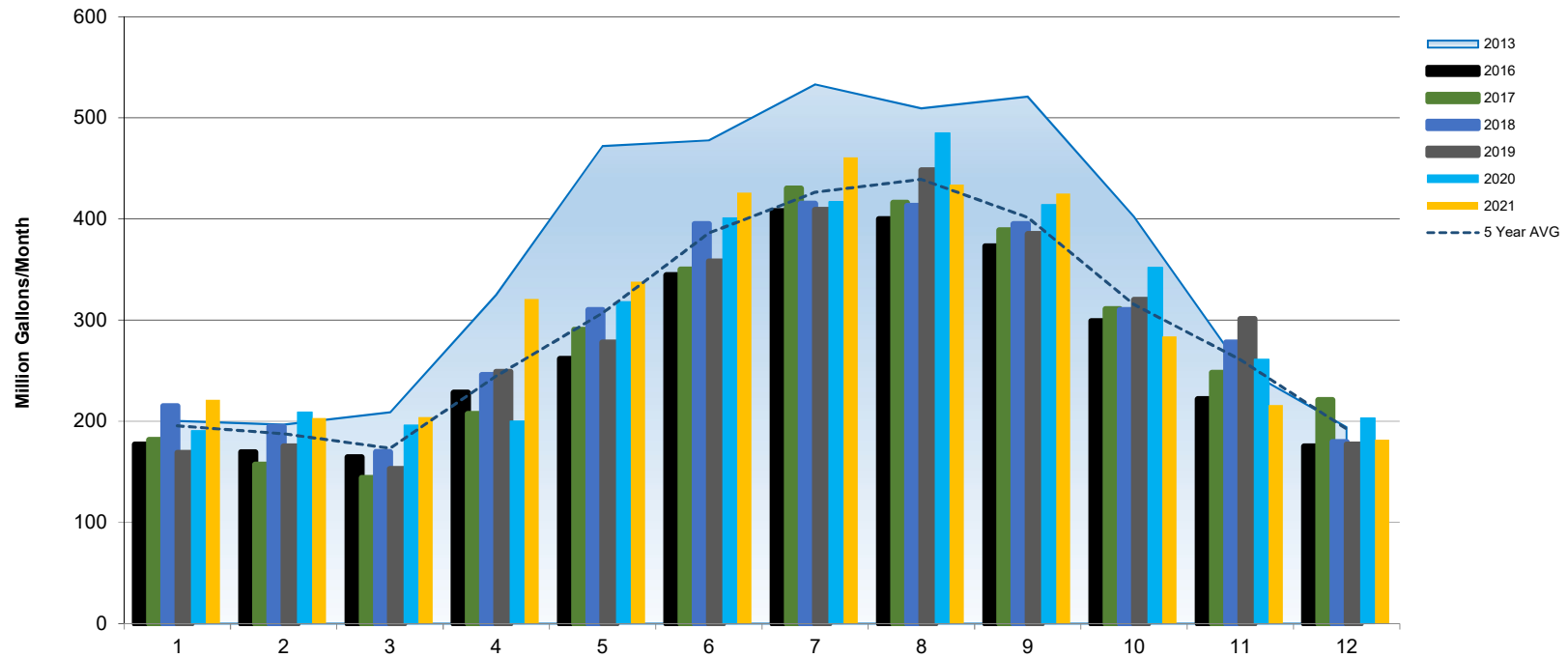
Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

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

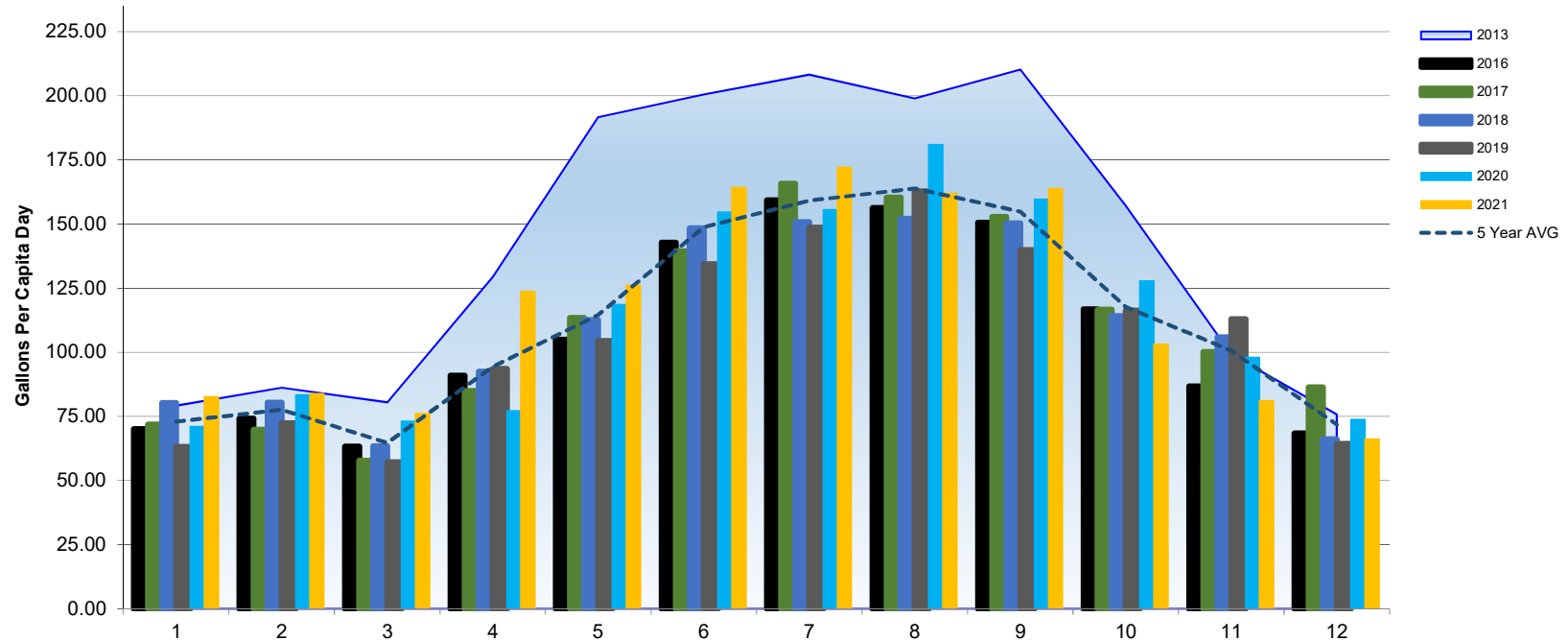


Production Cumulative Total 19.9%

	2016	2017	2018	2019	2020	2021
1	-12%	-9%	1%	-16%	-5%	11%
2	-14%	-20%	-7%	-11%	6%	3%
3	-21%	-31%	-13%	-27%	-6%	-2%
4	-30%	-36%	-29%	-23%	-38%	-1%
5	-45%	-38%	-39%	-41%	-33%	-28%
6	-28%	-27%	-26%	-25%	-16%	-11%
7	-24%	-19%	-25%	-23%	-22%	-14%
8	-21%	-18%	-24%	-12%	-5%	-15%
9	-28%	-25%	-29%	-26%	-21%	-18%
10	-26%	-23%	-27%	-20%	-13%	-29%
11	-13%	-2%	7%	19%	3%	-15%
12	-10%	14%	-13%	-9%	5%	-6%

Percent Comparison to 2013 Production

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



GPCD

Cumulative Total 24.5%

	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%	-13%

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 – JANUARY 18, 2022

SUBJECT: Authorization to Purchase Playground Equipment Through Community Development Block Grant Park Improvement Funds

SOURCE: Parks and Leisure Services

COMMENT: The Parks and Leisure Services Department purchases park amenities through Community Development Block Grant (CDBG) Park Improvement Funds on an annual basis as funding permits. For fiscal year 2021/22, there are enough funds to purchase a piece of playground equipment. A stipulation of the funding source is that the project must take place within an eligible census tract. Eligible City parks include Murry Park, Zalud Park and Fallen Heroes Park. The equipment is recommended to be installed just south of the existing lower playground in Murry Park along North Corona Drive. The equipment would be installed within an existing empty concrete framed area and is presently not used for any purpose.

The proposed piece of playground equipment would be a new type unlike any others within City parks called a global motion spinning climber. This freestanding rotating climber packs in plenty of exciting activities- climbing, turning and running. It provides two levels of climbing, both on the outside and inside. The built-in progressive resistance mechanism provides kids with a rousing ride, but always maintains a reasonable maximum speed. Also, the height of the lower deck is appropriate for wheelchair transfer, offering inclusive fun.

Three vendors that the City has purchased playground equipment from in the past provided quotes. The vendors submitted quotes based on what they carried in the climber type line that would fit in the designated project space. The vendors and quotes were:

Ross Recreation: \$50,582.53
Pacific Play Systems: \$109,500.00
Park Planet: \$139,609.28

At its meeting on January 6, 2022, the Parks and Leisure Services Commission recommended the new playground equipment be purchased and installed at Murry Park with CDBG Park Improvement Funds.

RECOMMENDATION: That the City Council authorize the purchase of playground equipment for Murry Park, including installation, through Community Development Block Grant Park Improvement Funds

from Ross Recreation not to exceed \$55,640.78, which includes ten percent (10%) contingency should any unforeseen circumstances arise during installation.

ATTACHMENTS: 1. Global Motion Spinning Climber Quotes

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

SM
landscape
structures®

Global Motion®



Opportunity Name Murry Park Global Motion
Quote Name Murry Park Global Motion
Quote Number 00037109
Quote Date 1/12/2022
Quote Exp Date 3/12/2022
Est Lead Time 6-8 weeks

Bill To Name City of Porterville
Bill To 291 N. Main Street
Porterville, California 93257
United States

Ship To Name Murry Park
Ship To 97 N Park St
Porterville, California 93257
United States

Quantity	Product	Product Description	Sales Price	Total Price
1.00	Demolition	Demolition of existing concrete block in center of proposed play area. Seal and cap existing water line.	\$2,000.00	\$2,000.00
1.00	218915A	Global Motion® Spinning Climber, Direct Bury, Colors TBD Installation of Landscape Structures Global Motion® by a manufacturer certified installer. * Project DIR # needed for State Prevailing Wage projects. * Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred.	\$32,730.00	\$32,730.00
1.00	Installation	* Installation quoted includes standard manufacturer provided footing details; if different footing details are provided by the owner/specifier, a change order will be required. * Installation quoted includes installing footings through native soil or 95% compacted base rock. If installing through concrete, asphalt or through less compacted or permeable base or drain rock, or in other conditions, please provide additional details and a change order may be required.	\$10,070.00	\$10,070.00

Total Quote Amounts

County/ City Tax	Tulare County/ Porterville	Materials Amount	\$32,730.00
Tax Rate	9.2500%	Tax Amount	\$3,027.53
		Labor Amount	\$12,070.00
		Freight Amount	\$2,755.00
		Total	\$50,582.53

Notes to Customer

Thank you for the opportunity to quote your upcoming project. PLEASE NOTE: quote does not include payment and performance bonds, engineering calculations, security, storage, permits, inspection, or safety surfacing unless otherwise noted.

Deposits may be required before order can be placed depending on customer credit terms. Your purchase is subject to the terms and conditions of this quote, approval of this quote agrees to those terms.

If ordering after the expiration date, please add 4-5% to materials for anticipated price increase.

Ross Recreation will provide labor using a subcontractor for all installation and labor quoted. Neither Ross Recreation nor our subcontractors are signatory to any unions, however compliance with prevailing wage rate requirements will occur. If union enrollment is required by our subcontractor for completion of this project, Ross Recreation will require a change order to cover the costs of a per project enrollment and additional wage/benefit requirements.

Prepared By Casey Hilbert
Email caseyh@rossrec.com



Opportunity Name Murry Park Global Motion
Quote Name Murry Park Global Motion
Quote Number 00037109
Quote Date 1/12/2022
Quote Exp Date 3/12/2022
Est Lead Time 6-8 weeks

Bill To Name City of Porterville
Bill To 291 N. Main Street
Porterville, California 93257
United States

Ship To Name Murry Park
Ship To 97 N Park St
Porterville, California 93257
United States

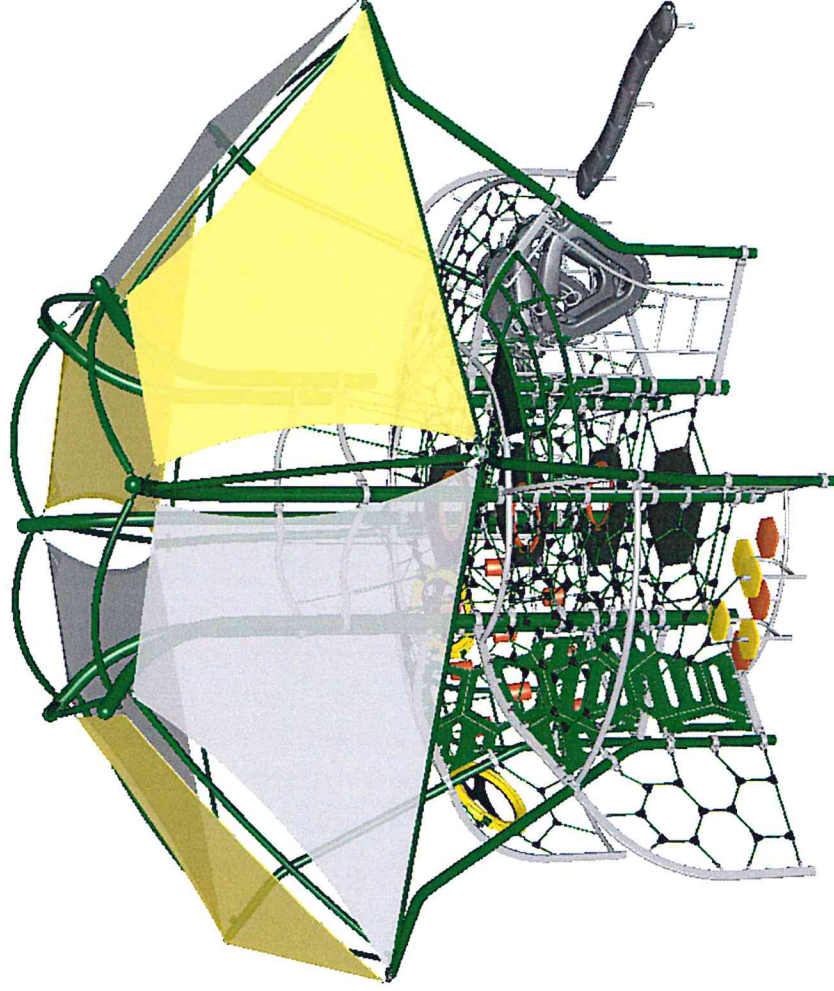
Signature _____
Name _____
Title _____
Date _____

Prepared By Casey Hilbert
Email caseyh@rossrec.com

MURRY PARK
NE VIEW

FOR KIDS
AGES
5-12

R5



STRUCTURE#: NF5A28A8A

PROJECT#: PPT21CDE40A

DATE: 3/1/2021 | DRAWN BY: Connor



Park Planet

a Division of Park Associates Inc
415 Elm Street
Red Bluff California 96080
(530) 244-6116

QUOTE

Quoted To:

City of Porterville

291 N Main St

Porterville, CA 93257

Contact: Donnie Moore

Phone: (559) 782-7536 / Email: dmoore@ci.porterville.ca.us

Quote #:

Q21-3601

Date:

December 20, 2021

Project:

Murry Park

City:

Porterville

Sales Rep - Email:

Kasanna Coulter -
kasanna@parkplanet.com

Terms:

Net 10days / Install

#	Description	Vendor	Item No	Qty	Rate	Amount
1	Custom Round 5 Steel Play System..SN: NF5A28A8A	PlayCraft	PR-R5	1	73,170.00	73,170.00
2	5-12 Age Appropriate Sign (Roto)	PlayCraft	A2-1306	1	333.00	333.00
3	Wood Fiber - Chinese Camp Mill	Park Planet	Wood Fiber - CC	100	17.00	1,700.00
4	PlayCraft Freight w/ Liftgate & Pallet Jack **PlayCraft shipping pallet dimensions can reach upwards of 4'W x 8'H x 18'L. Offloading is the CUSTOMERS responsibility and is NOT included in shipping costs. Please discuss offloading options with an Park Planet representative PRIOR to placing an order.	PlayCraft	PCF	1	4,000.00	4,000.00
5	Bettendorf Freight	Bettendorf Enterprises	BDF	2	1,580.00	3,160.00
6	Lead Times: Equipment on this quote has a current lead time of 18-20 weeks. Please discuss the timeline of your project and possible storage needs with your Park Planet rep before ordering.					

Installation by Park Associates Inc. CA - Lic# 959805 DIR# PW-LR-1000423561 Prevailing Wage

7	Installation assumes normal digging conditions with standard bobcat & auger. Bobcat & concrete truck access required.					
8	IF APPLICABLE: 1. Park Planet installers are not signatory to any unions and will not sign any PLA for the installation of the playground or special playground surfacing. The following supply and/or installation estimates do not include signing a PLA or paying any union labor or fees. All of the labor quoted herein will need to be excluded from a PLA agreement and union labor requirement waived by the purchasing agency, owner or District. 2. Skilled & Trained Workforce – If this project is a Lease Lease-Back, or Design-Build Project, or a contract that triggers the Skilled and Trained Workforce requirements for a Public Works project, please contact Park Planet immediately. The Following estimate for equipment and/or labor does NOT include such compliance. Park Planet and their subcontractors will NOT comply with Skilled and Trained Workforce labor and reporting. Park Planet's portion of work (and our subcontractor's work) will need to fall within an exception or waiver to the Skilled and Trained Workforce requirements or our estimate will not be valid.					
9	Installation of Park Planet Structure NF5A28A8A	Park Associates Inc.	INST-CA	1	28,190.00	28,190.00
10	Demo and Dispose of concrete block in the middle of the play box	Park Associates Inc.	INST-CA	1	4,460.00	4,460.00

#	Description	Vendor	Item No	Qty	Rate	Amount
11	Remove and Dispose of sand/spoils in play box to a depth of 12"	Park Associates Inc.	INST-CA	1	8,555.00	8,555.00
12	Installation of wood fiber surfacing, 100CY	Park Associates Inc.	INST-CA	1	4,745.00	4,745.00
13	Offload and store equipment at installer's yard, transport to job site once construction begins	Park Associates Inc.	INST-CA	1	2,525.00	2,525.00
14	Installation of temporary fencing around work area while project is under construction	Park Associates Inc.	INST-CA	1	1,815.00	1,815.00
15	Exclusions: Site preparation not specifically stated. Site is assumed flat and suitable for construction. Drainage Consideration Inspections or applicable permits and fees Removal of obstacles to reach construction site. Site security including security fencing. *Additional fees may apply if Bonding or Special Insurance required* **Location and Marking of utility, plumbing and irrigation lines is the responsibility of the customer. Park Planet is not responsible for repairing unmarked underground utilities and pipes. ** By signing below, you acknowledge and agree to our Contract; Exclusions, Conditions & Payment Terms, which are to be included in, and supersede any additional contracts or sub-contract agreements made separately based on this "Estimate". Unless otherwise specified above we Exclude Responsibility for: material delivery &/or offloading equipment, storing of equipment, removal of packaging accumulated by equipment supplied by others, project security, landscape & hardscape repair based on access route to site, delays or returns due to layout conflicts, locating underground utilities; utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples. Conditions: Grades; stable, compacted, & workable (rough grade to be taken + or - one tenth of one inch), adequate access to work site provided for workmen, materials, tools & equipment. Quote assumes all labor to be completed without interruption.					

QUOTE GOOD FOR 30 DAYS

Sub Total 132,653.00

CA-Tulare-Porterville (9.25%) 6,956.28

Total \$139,609.28

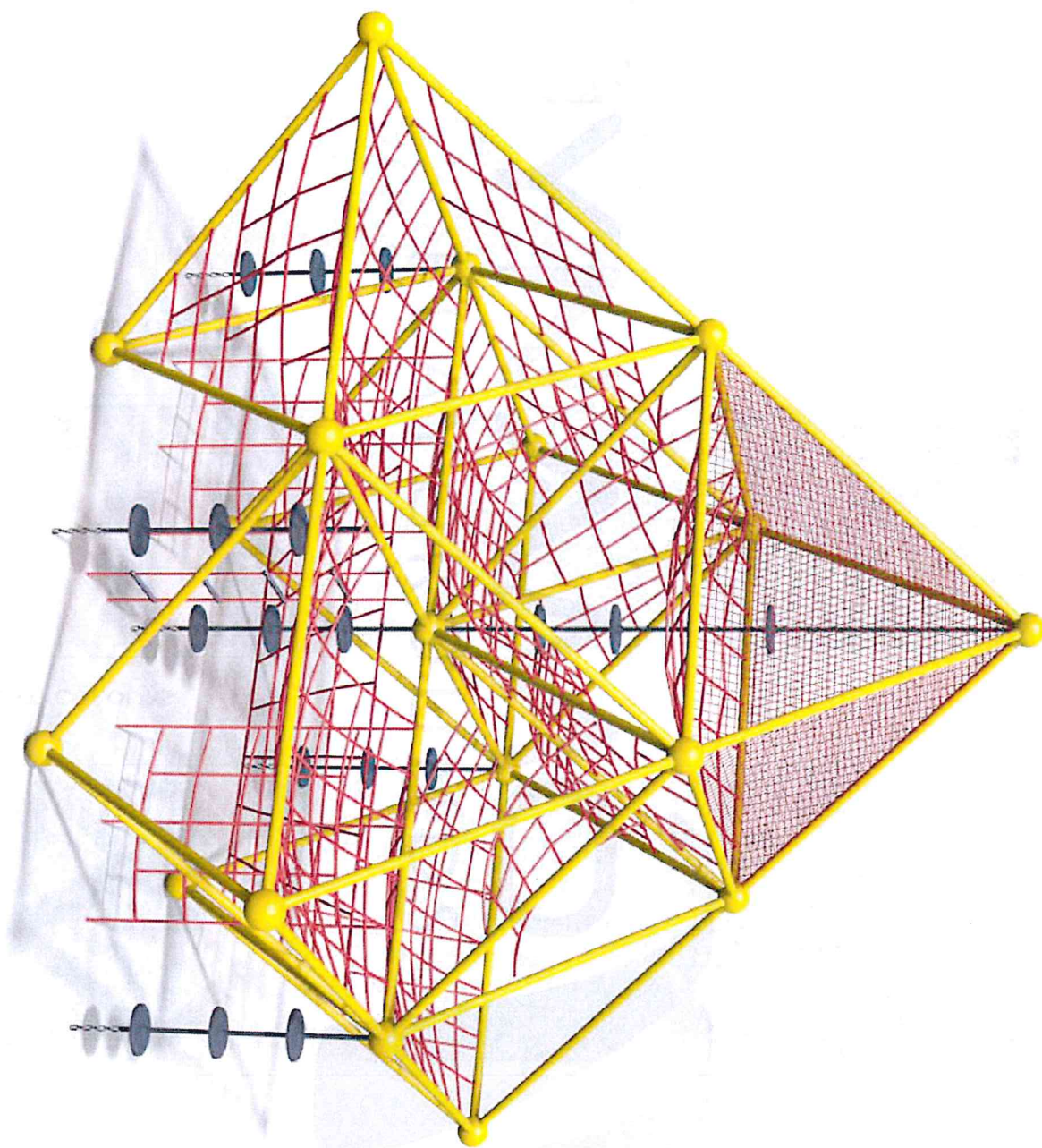
ORDER / DELIVERY INFORMATION:

A PURCHASE ORDER OR SIGNED CHANGE ORDER MUST BE RECEIVED BEFORE ADDITIONAL EQUIPMENT, INSTALLATION, OR SERVICES CAN PROCEED.

Authorized Signature: _____ Date: _____

**Purchasing agent who is authorized to enter into binding agreement for quoted entity.

**By signing this quote, I have read and agree to the quote Terms & Conditions listed below, on the following 2 pages.



CONTRACT



www.pacificplayinc.com

CONTRACT				 www.pacificplayinc.com		
Customer	Contractor	Project	Murry Park			
City of Porterville 291 N Main St, Porterville, CA 93257	Pacific Play Systems, Inc. Contractor Lic. # 957776 Class A/B/C61/D34/D12 Phone (760) 599-7355	Date	1/3/2022			
		Terms	Net 30			
		Valid for	30 Days			
		Est. No.	2021-1322			
Description				Qty	Rate	Total
Project Name: Murry Park- Option 2 Scope of Work: Provide, equipment, materials and services as outlined per below:						
DX-815, Meteor Large w/ planear nets, 5-12 age-group				1	52,165.00	52,165.00T
Play Soft Engineered Wood Fibers (EWF), materials cost per cubic yard				67	48.00	3,216.00T
Installation of playground equipment with in-ground concrete footings, **Important note: Site visit will be required prior to the issuance of the contract.				1	32,950.00	32,950.00
Blown-in installation of EWF, cost per cubic yard				67	47.50	3,182.50
Demo and haul away concrete circle shape, approx. 5'x40"				1	370.00	370.00
Sub-total						91,883.50
OMNIA discount					-9,200.00	-9,200.00
Freight & delivery costs, playground equipment				1	7,459.68	7,459.68
Freight & delivery costs, engineered wood fibers, cost per cubic yard				67	41.00	2,747.00
6' high temporary chain link fencing				1	2,500.00	2,500.00
Project administration, OMNIA fees, overhead costs, mobilization, equipment rental, insurance costs, general conditions, etc.				1	9,500.00	9,500.00
Additional Services (Cost is extra): 1. To add storage container, if required, add \$1,250 to cost per month. Initial here to accept _____. 2. Payment and Performance Bond, if required, add \$2,200 to cost. Initial here to accept _____. 3. To add supply and install one 5'x5' ADA concrete ramp, add \$ 6,000 to cost. Initial here to accept _____. **Important note: Site visit will be required prior to the issuance of the contract.						
PAYMENT TERMS: Net 30						
Attached Exhibit A (Terms and Conditions) shall be made a part of this Contract.				Total		

CONTRACT



www.pacificplayinc.com

Customer		Contractor	Project	Murry Park		
City of Porterville 291 N Main St, Porterville, CA 93257		Pacific Play Systems, Inc.	Date	1/3/2022		
		Contractor Lic. # 957776	Terms	Net 30		
		Class A/B/C61/D34/D12	Valid for	30 Days		
		Phone (760) 599-7355	Est. No.	2021-1322		
Description				Qty Rate Total		
Required Statement for California Projects: Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a latent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826. This Contract is executed between Pacific Play Systems, Inc., a California corporation and Customer (also referred to as Owner), identified in the Customer section of this Contract. Either Customer or Pacific Play Systems, Inc. may be referred to as Party, together as Parties. The purpose of this Contract is for Pacific Play Systems, Inc. to provide Customer with equipment, materials and/or services as outlined in the Scope of Work section of this Contract in exchange for the sum of money as outlined in this Contract. By signing below, both Parties acknowledge that they are entering into a legally binding Contract, which includes Exhibit A. Customer acknowledges the receipt and review of Exhibit A (Terms and Conditions) which shall be made a part of this Contract and enforceable to the full extent allowed by law. ACCEPTED BY CUSTOMER: Customer's Name: _____ Date accepted: _____ Signature: _____ Signed By: _____ ACCEPTED BY PACIFIC PLAY SYSTEMS, INC.: Federal Tax I.D. #: 27-4620108 - DIR No. 1000012253 Date accepted: _____ California Contractors License #957776, Classifications: A, B, C61-D12, C61-D34 Signature: _____ Signed By: _____ CA Sales Tax, Tulare						
Attached Exhibit A (Terms and Conditions) shall be made a part of this Contract.				Total \$109,500.00		



CITY COUNCIL AGENDA – JANUARY 18, 2022

SUBJECT: Fire Department Vehicle Purchase

SOURCE: Fire

COMMENT: The vehicles currently in use by the Fire Chief and the Fire Marshal (who also serves as the Fire Investigation Unit Supervisor) have both been fully depreciated and are in need of replacement; both vehicles are over twelve (12) years old and can no longer meet the needs for emergency response. At this time, the Fire Department needs to replace these vehicles and funds are available through Measure I.

In light of the nationwide shortage of new vehicles due to supply chain issues, staff has been challenged to find vendors willing to commit to a contracted estimate for command vehicles. As a result, staff cannot rely on an opportunity to purchase vehicles through the State of California vehicle procurement process. This will likely result in increased costs associated with the vehicles. For example, the MSRP for a 2022 Chevy Tahoe is \$71,020.

Staff is requesting that the City Council authorize staff to negotiate for the purchase of these vehicles up to a cost of \$80,000 per vehicle, which is based on the Manufacturer's Suggested Retail Price plus tax, license, and applicable fees, as well as up to \$30,000 per vehicle for all the necessary equipment, including emergency lights, radios, and other tools required to place the vehicles into service. The vehicles will be negotiated either separately or as a unit through a process requesting quotes from not less than three vendors. Due to the unique purchasing parameters requested, staff is further requesting a ten percent (10%) contingency for the total purchase, at a total price not to exceed \$121,000 per vehicle.

RECOMMENDATION: That the City Council:

1. Authorize staff to negotiate for the purchase of two vehicles up to a cost of \$80,000 per vehicle, which is based on the Manufacturer's Suggested Retail Price plus tax, license, and applicable fees;
2. Authorize staff to negotiate up to \$30,000 per vehicle for all the necessary equipment, including emergency lights, radios, and other tools required to place the vehicles into service. The vehicles will be negotiated either separately or as a unit through a process requesting quotes from not less than three vendors.

3. Due to the unique purchasing parameters requested, staff is further requesting a ten percent (10%) contingency for the total purchase, at a total price not to exceed \$121,000 per vehicle.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Bryan Cogburn, Deputy Fire Chief

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JANUARY 18, 2022

SUBJECT: Authorization to Distribute Request for Proposals for Fair Housing Education Services

SOURCE: Community Development

COMMENT: As an Entitlement City for U.S. Department of Housing and Urban Development (HUD), Community Development Block Grant (CDBG) the City prepares a five-year Consolidated Plan and annually prepares an Action plan for the use of CDBG funds. The City is tasked with furthering housing goals, which include conducting education and outreach activities to encourage compliance with federal and state fair housing law. The City Council adopted the 2021/22 Action Plan on April 20, 2021, which included an allocation of \$15,000 to contract for Fair Housing Education Services, a public service activity, in an effort to further housing goals.

At this time, staff is requesting authorization to distribute a Request for Proposal (RFP) for the CDBG Program, for fair housing education services. The CDBG program proposes to (1) Provide culturally appropriate outreach and fair housing education opportunities for the varying needs of families and individuals within the City of Porterville and (2) Provide landlords and property managers with education in fair housing law and practice to reduce the incidence of housing discrimination.

The selected subrecipient will need to demonstrate institutional, managerial and financial capability to plan, manage and complete the program as described in the RFP.

The RFP will request fixed costs for the tasks listed in the Scope of Work within the RFP.

Additionally, staff is requesting authorization to issue this RFP jointly with the City of Hanford, where they will allocate an additional \$19,000 of their CDBG funding, bringing the total available for the RFP to \$34,000. There is a limited number of Fair Housing Agencies in the area. This approach would make the RFP more attractive and streamlined.

RECOMMENDATION: That the City Council authorize staff to distribute a joint Request for Proposal for \$34,000 for Fair Housing Education Services, which includes \$15,000 from the City of Porterville's 2021/22 CDBG allocation and \$19,000 to be provided by the City of Hanford.

ATTACHMENTS: 1. Request for Proposals for Fair Housing Education Services

Appropriated/Funded:

Review By:

Department Director:

Jason Ridenour, Community Development Director

Final Approver: John Lollis, City Manager



REQUEST FOR PROPOSALS FOR FAIR HOUSING EDUCATION SERVICES

RFP No. 21/22 - SR1924

The Cities of Hanford and Porterville ("Collaborative Partners") are jointly soliciting proposals from qualified organizations for the development, implementation, and administration of a Fair Housing Education Program starting March 2022. The program includes Fair Housing education and outreach as described in this RFP. This program shall be funded through Community Development Block Grant (CDBG) funds and is required to be operated in compliance with all pertinent federal regulations, including but not limited to, 24 CFR Part 570 and OMB Circular A-122 and A-133.

Submittal:

One PDF file must be received by:
5:00 p.m., Friday, February 4, 2022
Via the Public Purchase Website:
www.publicpurchase.com, or
housing@ci.porterville.ca.us

Document Title:

RFP No. 21/22 - SR1924 Fair Housing Education Services

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the Cities and will not be returned.

INQUIRIES:

Proposal forms may be inspected and electronically downloaded at no cost, at the Public Purchase website, www.publicpurchase.com. No copies of said documents will be provided by the City. All addenda and correspondence during the bid process will be handled electronically through the Public Purchase website. **Questions regarding this project are due no later than 4:00 p.m. Wednesday, February 2, 2022.**

REQUEST FOR PROPOSALS FAIR HOUSING EDUCATION SERVICES INFORMATION

Background

The Cities of Hanford and Porterville are entitlement communities and participating jurisdictions under the United States Department of Housing and Urban Development's (HUD's) Community Development Block Grant (CDBG) Program.

As HUD-funded grant recipients, each City is obligated under various laws not to discriminate in housing or services directly or indirectly on the basis of race, color, religion, sex, national origin, age, familial status, sexual orientation, gender identity, or disability. A strong commitment to affirmatively further fair housing is a requirement for participating in HUD's many housing and community development programs. The Fair Housing Act specifies that federal grantees shall administer programs and activities relating to housing and urban development in a manner that affirmatively furthers the policies outlined in Section 808(e)5.

The Housing and Community Development Act of 1974, as amended, is the dominant statute for the Community Development Block Grant (CDBG) program. It requires that each federal grantee certify to HUD's satisfaction that (1) the awarded grant will be carried out and administered according to the Fair Housing Act, and (2) the grantee will work diligently to affirmatively further fair housing. This certification to HUD may be implemented through the Consolidated Plan process. Under the Consolidated Plan, HUD-funded recipients are required to: (1) examine and attempt to alleviate housing discrimination within their jurisdiction; (2) promote fair housing choice for all persons; (3) provide opportunities for all persons to reside in any given housing development, regardless of race, color, religion, sex, disability, sexual orientation, gender identity, familial status, or national origin; (4) promote housing that is accessible to and usable by persons with disabilities; (5) and comply with the nondiscrimination requirements of the Fair Housing Act.

Overview

The Cities of Hanford and Porterville ("Collaborative Partners") are jointly soliciting proposals from qualified organizations for the development, implementation, and administration of a Fair Housing Education Program starting March 2022. The program shall include Fair Housing education and outreach. This program shall be funded through Community Development Block Grant (CDBG) funds and is required to be operated in compliance with all pertinent federal regulations, including but not limited to, 24 CFR Part 570 and OMB Circular A-122 and A-133.

Purpose

The purpose of this proposal is to select and contract with a qualified organization to provide fair housing education services to the Cities of Hanford, Porterville and their residents. This coordinated RFP provides a streamlined process for the Collaborative Partners to review applications and award funding to the organization that best satisfies the conditions of this

RFP. The City of Porterville is issuing this RFP as it is serving as the lead entity to the Collaborative Partners.

Collaborative Partners and Funding Availability

- **City of Hanford**

Hanford is a commercial and cultural center in the south-central San Joaquin Valley and the county seat of Kings County, California. Incorporated in 1891, Hanford has steadily flourished into a community of more than 56,000 citizens. Hanford is proud of its small-town charm and rich history, and offers its residents a high quality of living along with larger-city amenities. The anticipated funding for Fair Housing education services is \$19,000 for FY21/22.

Contact: Sandra Lerma, Housing Administrative Analyst
slerma@cityofhanfordca.com, (559) 585-4766
www.ci.hanford.ca.us

- **City of Porterville**

Incorporated in 1902, the City of Porterville is located on the Tule River at the base of the western foothills of the Sierra Nevada, and has an approximate population of 59,571. The City's Community Development Department administers the CDBG Program. The anticipated funding for Fair Housing education services is \$15,000 for FY 2021/22. The maximum proposal request may not exceed \$15,000 for a one-year period.

Contact: Luisa Zavala, Administrative Analyst
lzavala@ci.porterville.ca.us, (559) 782-7460
www.ci.porterville.ca.us

Contract Period

The initial term of the contract shall be from March 2022 and ending on June 30, 2024, contingent on funding. Extensions may be granted for additional years by the Cities contingent upon satisfactory performance by the contractor and availability of funding. This program will be funded with Community Development Block Grant (CDBG) funds and as such is required to be operated in compliance with all pertinent federal regulations, including but not limited to, 24 CFR Part 570 and OMB Circular A-122 and A-133.

Eligibility Information

Open to all agencies; non-profit and for-profit. Applicant must demonstrate a thorough knowledge of fair housing laws and regulations, as well as experience in implementing fair housing programs.

The Cities hereby affirmatively ensure that Minority Business Enterprises and Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, disability, gender, or religion in any consideration leading to the award of contract.

The right is reserved by the Cities of Hanford and Porterville to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted, and to award the contract, according to the proposal which best serves the interest of the Cities.

Insurance Requirements

Insurance must be procured prior to the execution of a contract. The selected agency will need to comply with each Collaborative Partner's insurance requirements. The insurance policies must be maintained for the duration of the contract.

- **City of Hanford & City of Porterville –**

The selected agency will be required to carry and provide certificates of insurance for general and automobile liability insurance as follows:

- General Liability (bodily injury and property damage)*
- Professional Liability (errors and omissions)*
- Automobile Liability*
- Workers Compensation - Statutory Limits

*All must provide a combined single limit (CSL) of not less than \$1 million per occurrence.

Payment for Services

Each City will pay the Fair Housing Provider, per their individual contract and/or agreement, an amount to be mutually agreed upon between the Fair Housing Provider and the City. Provider shall bill each City at the address set forth in each City's contract, for services rendered under this Scope of Work.

Scope of Work

The following scope of work provides an outline of services that are expected to be offered as part of the Fair Housing Education Services. The consultant may modify the desired scope of work presented below only if, based on their professional expertise and knowledge, they can provide an approach that will effectively address the goals of this project; however, the consultant shall identify and explain any modifications to the requested scope.

Task 1 - Fair Housing Education

- a. Develop and present virtual seminars (English & Spanish) on fair housing law and issues for landlords, tenants, brokers, realtors and lenders. To include a minimum of the following:
 - a. (2) Community presentations
 - b. (2) Landlord trainings

This effort shall include education and promotion of available housing vouchers.

- b. Provide training to City staff/electeds regarding fair housing issues, laws, reasonable accommodation, resources, AFFH and current events (annually, which may be held virtually.)
- c. Provide City staff with information and analysis of existing and proposed state and federal fair housing legislation, as needed and requested.
- d. Provide one-to-one education sessions for Porterville and Hanford residents for a minimum of 6 hrs/mo.

Task 2 - Fair Housing Outreach

- a. Develop, produce, and provide for distribution to the public, fair housing brochures and/or pamphlets regarding fair housing law and regulatory issues. These materials shall be available in both English and Spanish.
- b. Seek media exposure through print, radio, television, social media, and the internet.
- c. Participate in community events to distribute fair housing information (minimum of one event annually per City).

TASK 3 - Reporting and Recordkeeping

- a. The Contractor will be required to prepare and submit monthly financial reports, program progress, evaluations and other reports, as required by 24 CFR 570.507, OMB Circular A-110, HUD, and/or the Cities. Provide the Cities of Hanford and Porterville with monthly reports (attached to invoice) containing, at a minimum, the income level, race, and ethnicity of the clients served, along with services provided, if one-one service is provided. Reports on activities in Task 1 (Education), Task 2 (Outreach), and 3 (Reporting and Recordkeeping) must be provided monthly with Invoice. CDBG funds will be used to cover the contract, so proposers must be familiar with CDBG and other federal-funding requirements for reporting and billing purposes.
- b. Maintain records for at least five years after the close of the project/contract with each City. After this period, the agency and subcontractor shall dispose of records via shredding or similar technique.
- c. Financial Reports/Reimbursement Claims & Performance Reports Due Dates:
 - Due the 15th day of each month for the previous month- if activity took place

NOTE: This is a cost reimbursement program and no funds will be provided up-front. Back-up documentation will be required for all costs submitted for reimbursement. Only those items in the approved budget, or an approved amendment, will be eligible for reimbursement.

Submission of Questions

All questions should be directed via email to Luisa Zavala, City of Porterville, at lzavala@ci.porterville.ca.us no later than Wednesday, February 2, by 4:00 p.m.

Addenda

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

Proposal Submittal

Proposals shall be submitted to the City of Porterville, via the Public Purchase website, by 5:00 pm on Friday, February 4, 2022. To be considered, providers must submit a complete response to this RFP using the format required on the Public Purchase website <https://www.publicpurchase.com> or via email to housing@ci.porterville.ca.us.

Proposal Content and Format

Proposals should meet the stated requirements and propose the best methods to accomplish the work within the stated budget. The organization of proposals should follow the general outline below:

1. Transmittal Letter and Signature
The transmittal letter should include the name, title, address, e-mail address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the proposer and who may be contacted during the period of proposal evaluation. The letter should include a brief overview of the consulting firm(s), including location, size and expertise. The letter shall also contain a statement to the effect that the proposal is a firm offer for a 90-day period. Only one transmittal letter need be prepared to accompany all copies of the proposal.
2. Title Page
Indicate RFP subject, name of proposer's firm, local address, and telephone number, name of contact person, e-mail address, and date of proposal.
3. Table of Contents
Include a listing of the major sections in the proposal along with the associated page numbers.
4. Understanding of the Project
The proposal should include a brief narrative introducing the proposer's understanding of the project requirements. The contents of this section are to be determined by the particular respondent but should demonstrate understanding of the unique characteristics of this project and the requirements of the project in the scope of work contained in the RFP.

5. Scope of Services

The scope of work for Fair Housing Education Services will, at a minimum, contain the following work tasks: Fair Housing Education, Fair Housing Outreach, and Reporting and Recordkeeping.

The scope of work for Fair Housing Education Services will support the policies and goals of the Analysis of Impediments, Consolidated Plan, and Action Plan, and any other relevant plans.

6. Schedule of Tasks

The proposal shall contain a detailed schedule identifying major tasks and a timeframe for each task.

7. Project Management

Prospective consultants shall designate by name the project manager to be employed. The selected consultant shall not cause substitution of the project manager without prior approval by the Cities.

8. Project Personnel

The prospective consultant shall describe the qualifications of all professional personnel who will be assigned to the project, including a summary of similar work or studies performed, a resume for each professional, a statement indicating how many hours each professional will be assigned to the contract, and what tasks each professional will perform. The contractor shall not cause members of the project team to be substituted without prior approval of the Cities.

9. Project Costs

The prospective consultant shall prepare a detailed cost proposal for the work to be performed as described in the Scope of Work. The cost proposal shall itemize all items that will be charged to each City. Costs shall be segregated to show actual costs, including hours, rates, classifications, administrative and overhead rates, and direct and indirect expenses. If subcontractors are to be used, the prospective consultant must indicate any markup that the prospective consultant plans to take on subcontractors. The same breakdown of subcontract costs shall be provided as is required for contractor costs above.

Note: The applicant must be aware the request/program is contingent upon receivable funds from HUD.

Proposal Evaluation

Proposals submitted by each consultant who meets the proposal requirements will be evaluated separately by a proposal review panel made up of City staff to determine the necessity for verbal interviews in the first phase of the proposal evaluations. The evaluation will be based on information provided in response to the RFP and information provided by former clients for whom work of a similar scope has been done. Evaluation considerations include the following:

- *Qualifications of Project Team.* The qualifications of consultant firm and each team member and sub consultant.
- *Experience.* The relevant and current experience of each member of the team, detailing the team member's involvement with the projects described and the outcomes (i.e., meet timeline, adoption, etc.).
- *Quality of Work Plan.* The approach to be taken by the Consultant, including the scope of services and deliverables.
- *Comprehensiveness.* Ability to provide comprehensive, clear, and concise answers to the information requested by the RFP.
- *Schedule.* Proposal of an effective timeline allotting reasonable time ranges per task and demonstration of ability to meet project schedule.
- *Knowledge.* Demonstrated knowledge of federal, state, and local laws, rules, and regulations.
- *Past Performance.* Work previously performed for similar governmental agencies.

The Cities of Hanford and Porterville reserve the right to select a consultant based solely on the written proposals and not convene verbal interviews. If verbal interviews are needed, the top consulting firms will be invited to make a formal presentation to a selection committee in the second phase of the proposal evaluations.

Modifications or Withdrawal of Proposals

Any proposal received prior to the date and time specified above may be withdrawn or modified by written request of the consultant. All verbal modifications of these conditions or provisions are void as ineffective for proposal evaluation purposes.

Rejection of Proposals

Failure to meet the requirements of the RFP will be cause for rejection of the proposal. The Cities of Hanford and Porterville may reject any proposal if it is conditional, incomplete, contains irregularities, or has inordinately high costs. The Cities reserve the right to reject any and all proposals without cause and may waive an immaterial deviation in a proposal. Waiver of an immaterial deviation shall in no way modify the RFP's documents or excise the proposer from full compliance with the contract requirements, if the proposer is awarded the contract. ***Note: The applicant must be aware the program is contingent upon receivable funds from HUD.***

EXHIBIT A
Consultant Services Budget and Staffing Plan

See RFP – Scope of work for details of budget items below.

ESTIMATED BUDGET

Line Item	Budgeted Amount
Salaries	\$
Fringe	\$
Office Space (program only)	\$
Payroll Processing	\$
Communications	\$
Reproduction/Printing	\$
Supplies and Materials	\$
Mileage	\$
Audit	\$
Insurance	\$
Other (Specify)	\$
Indirect Costs (Specify)	\$
TOTAL:	\$

*Provide a staffing plan for accomplishing the tasks listed in the Scope of Work section of the RFP and indicated in the Estimated Budget above.

STAFFING PLAN

Job Title	Duties	Estimated no. of Hours	Hourly Rate

EXHIBIT B
Proposal Evaluation Criteria

Consultant/Firm Name: _____

Each proposal will be evaluated on the basis of the following criteria and assigned a numerical score. A minimum of 75 is required for applicants to be placed on the list for further consideration.

Evaluation Criteria	Points Possible
Fair Housing Experience	25
• Years of experience with fair housing education similar to the services outlined in the Scope of Work	
Qualifications	25
• Educational or professional levels of management and supervisors. • Training requirements for staff answering inquiries. • Ability to work collaboratively with landlords, property managers, diverse racial and cultural groups and other community stakeholders.	
Diversity	25
• Strength of plan to reach diverse racial and cultural groups to provide fair housing information and education. • Ability to assist persons with limited English proficiency.	
Outreach	25
• Strength of plan for outreach and community engagement. • Coordination with organizations serving low-income and minority populations in Porterville & Hanford. • Number of staff hours committed to working onsite in the communities of Hanford and Porterville	
Total Points Possible	100
Bonus Points: Local Agency	15
Proposal Score	

Rating Committee: _____ Date: _____

EXHIBIT C
Subrecipient Agreement Sample

DRAFT

**SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF PORTERVILLE, CALIFORNIA**

AND

—
**FOR
2021-2022**

**THE CITY OF PORTERVILLE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FAIR HOUSING EDUCATION SERVICES**

TABLE OF CONTENTS

FAIR HOUSING EDUCATION SERVICES	1
ARTICLE 1- PROJECT.....	5
SECTION 1: SCOPE OF SERVICES	5
A. Activities	5
1. General Statement.....	5
2. Program Delivery	6
3. Administration	7
B. National Objectives	7
C. Goals and Performance Measures/Milestones	7
D. Staffing.....	7
E. Performance Monitoring	7
F. Special Conditions	8
SECTION 2: PROJECT DESCRIPTION	8
SECTION 3: TERM OF AGREEMENT.....	8
SECTION 4: PROGRAM REPORTING.....	8
ARTICLE 2- FINANCIAL MANAGEMENT	9
SECTION 1: PAYMENTS AND BUDGET	9
A. General Statement	9
B. Payments	9
C. Budget: Program Year 2021-2022	9
D. Termination:	10
E. Closeout.....	10
SECTION 2: DOCUMENTATION OF COSTS AND OTHER FINANCIAL REPORTING	11
SECTION 3: REIMBURSEMENT.....	12
SECTION 4: PROGRAM INCOME	12
SECTION 5: INDIRECT COSTS	12
SECTION 1: NOTICES.....	13
A. General Compliance	13
B. “Independent Contractor”.....	14
C. Hold Harmless.....	14
D. Workers’ Compensation	14
E. Insurance & Bonding	14
1. Insurance	14
2. Minimum Scope and Limits of Insurance.....	15
a. Commercial General Liability (CGL).....	15
b. Automobile Liability	15
c. Workers’ Compensation	15
d. Professional Liability (Errors and Omissions)	15
3. Deductibles and Self-Insured Retentions.....	15
4. Other Insurance Provisions	15
a. General Liability and Automobile Liability Coverages.....	15
5. Acceptability of Insurers	16
6. Verification of Coverage	16

7.	Waiver of Subrogation	16
8.	Special Risks or Circumstances	16
9.	Subcontractors.....	17
F.	Licensing	17
G.	Amendments	17
H.	Failure to Perform	17
I.	Suspension or Termination.....	17
J.	Ownership of Documents	18
SECTION 3: ADMINISTRATIVE REQUIREMENTS.....		18
A.	Financial Management	18
1.	Accounting Standards	19
2.	Cost Principles.....	19
B.	Documentation and Record Keeping.....	19
1.	Records to be Maintained	19
2.	Retention	19
3.	Client Data	19
4.	Disclosure.....	19
5.	Audits & Inspections	20
C.	Citizen Participation.....	20
D.	Procurement.....	20
1.	Compliance:	20
2.	Standards	20
E.	Travel	20
F.	Use and Reversion of Assets.....	20
SECTION 4: RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT		21
SECTION 5: PERSONNEL & PARTICIPANT CONDITIONS.....		21
A.	Civil Rights	21
1.	General Compliance.....	21
2.	Nondiscrimination	22
3.	Land Covenants.....	23
4.	Section 504	23
5.	Architectural Barriers Act/Americans with Disabilities Act	23
6.	Notice of Non-Discrimination	23
B.	Affirmative Action.....	23
1.	Approved Plan.....	23
2.	Women- and Minority-Owned Businesses (W/MBE)	24
3.	Access to Records	24
4.	Notifications.....	24
5.	Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement	24
6.	Subcontract Provisions	24
C.	Employment Restrictions.....	24
1.	Prohibited Activity	25
2.	Labor Standards	25
3.	Drug-Free Workplace.....	25
4.	"Section 3" Clause.....	26
a.	Compliance	26
b.	Notifications.....	27
c.	Subcontracts	27
D.	Conduct	27
1.	Assignability	27

2.	Subcontracts	27
a.	Approvals	27
b.	Monitoring	27
c.	Content	27
d.	Selection Process	27
3.	Hatch Act	28
4.	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions.	28
a.	The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.....	28
b.	Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.....	28
c.	The contractor further agrees by signing this contract that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.	28
5.	Confidentiality	28
6.	Conflict of Interest	28
7.	Lobbying.....	29
8.	Grantee Recognition	29
9.	Copyright	29
10.	Religious Activities	30
11.	Other Program Requirements	30
SECTION 6: ENVIRONMENTAL.....		30
A.	Air and Water	31
B.	Flood Disaster Protection	31
C.	Lead-Based Paint	31
D.	Historic Preservation	31
SECTION 7: SEVERABILITY.....		31
SECTION 8: SECTION HEADINGS AND SUBHEADINGS.....		32
SECTION 9: WAIVER		32
SECTION 10: SUCCESSORS		32
SECTION 11: ENTIRE AGREEMENT.....		32
SECTION 12: NO THIRD-PARTY BENEFICIARIES.....		32
SECTION 13: ATTORNEYS FEES		32
SECTION 14: GOVERNING LAW AND JURISDICTION		32

**SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF PORTERVILLE, CALIFORNIA
AND**

**—
FOR
THE CITY OF PORTERVILLE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THIS AGREEMENT, entered this **1st Day of __, 2022**, by and between the CITY OF PORTERVILLE (herein called the “Grantee” and/or “City”) and ____, (herein called the “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the U.S. Department of Housing and Urban Development (HUD) under its Community Development Block Grant Program, hereinafter “CDBG”, under Title 1 of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the City is a recipient of CDBG funding for fiscal year 2021-2022 for use in funding eligible activities furthering established national objectives to benefit its low and moderate income residents as defined in the Act; and

WHEREAS, the City desires to use a portion of CDBG funds to utilize the services of the Subrecipient to educate consumers and providers regarding fair housing rights and responsibilities, hereinafter “Fair Housing Education Services”, more specifically described in Section 1 of this Agreement; and

WHEREAS, the Subrecipient represents that it has the necessary experience and expertise in providing fair housing education and outreach in a manner satisfactory to Grantee to implement the Fair Housing Education Program; and

WHEREAS, The program year 2021-2022 Annual Action Plan- CDBG allocation, approved by City Council on April 21, 2021, was \$15,000; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

WHEREAS, the Subrecipient is willing to render such social services, as hereinafter defined, on the following terms and conditions; and

NOW, THEREFORE, it is agreed between the parties hereto that:

ARTICLE 1- PROJECT

SECTION 1: SCOPE OF SERVICES

A. Activities

1. General Statement: The Subrecipient will be responsible for the development, implementation, and administration of a Fair Housing Education Program. The Subrecipient

will be responsible for administering a Community Development Block Grant (CDBG) program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

2. Program Delivery:

Subrecipient shall provide the following fair housing education services consistent with all applicable laws, rules and regulations:

Task 1 - Fair Housing Education

- a. Develop and present virtual seminars (English & Spanish) on fair housing law and issues for landlords, tenants, brokers, realtors and lenders. To include a minimum of the following:
 - a. (2) Community presentation
 - b. (2) Landlord training

This effort shall include education and promotion of available housing vouchers.

- b. Provide training to City staff/electeds regarding fair housing issues, laws, reasonable accommodation, resources, AFFH and current events (annually, which may be held virtually.)
- c. Provide City staff with information and analysis of existing and proposed state and federal fair housing legislation, as needed and requested.
- d. Provide one-to-one education sessions for Porterville and Hanford residents for a min of 6 hrs/mo.

Task 2 - Fair Housing Outreach

- a. Develop, produce, and provide for distribution to the public, fair housing brochures and/or pamphlets regarding fair housing law and regulatory issues. These materials shall be available in both English and Spanish.
- b. Seek media exposure through print, radio, television, social media, and the internet.
- c. Participate in community events to distribute fair housing information (minimum of one event annually per City).

TASK 3 - Reporting and Recordkeeping

- a. The Contractor will be required to prepare and submit monthly financial reports, program progress, evaluations and other reports, as required by 24 CFR 570.507, OMB Circular A-110, HUD, and/or the Cities. Provide the Cities of Hanford and Porterville with monthly reports (attached to invoice) containing, at a minimum, the income level, race, and ethnicity of the clients served, along with services provided, if one-one service is provided. Reports on activities in Task 1 (Education), Task 2 (Outreach), and 3 (Reporting and Recordkeeping) must be provided monthly with Invoice. CDBG funds will be used to cover

the contract, so proposers must be familiar with CDBG and other federal-funding requirements for reporting and billing purposes.

- b. Maintain records for at least five years after the close of the project/contract with each City. After this period, the agency and subcontractor shall dispose of records via shredding or similar technique.
- c. Financial Reports/Reimbursement Claims & Performance Reports Due Dates:
 - Due the 15th day of each month for the previous month- if activity took place

Subrecipient shall submit required documentation, which identifies income category qualifications, ethnicity, race, fair housing education services provided, and any other pertinent information, which HUD may require for the "Public Service," before funds can be disbursed. See Attachment "A".

3. Administration: Not applicable.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low/moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity/activities carried out under this Agreement will meet the National Objective of **570.208 will benefit low to moderate income persons.**

C. Goals and Performance Measures/Milestones

The levels of accomplishment may include such measures as persons or households assisted with fair housing education services and should also include time frames for performance.

The Subrecipient agrees to provide the levels of program services described in Section 2: Program Delivery above.

Units of service shall be considered: The number of people who are provided fair housing education services. (See Attachment A for data fields to be collected)

D. Staffing

The Subrecipient will dedicate the following staffing to the Project:

Project Oversight:

Financial Management:

Implementation:

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee Agreement, suspension or termination procedures will be initiated.

F. Special Conditions

N/A

SECTION 2: PROJECT DESCRIPTION

Type of Project: Public Service
Project Location: Porterville, CA
Service Area: City of Porterville
Matrix Code: 05 Public Services
Basic Eligibility Citation: 24 CFR 570.201(e): Public Service
Amount Funded: PY 2021-2022 \$15,000

SECTION 3: TERM OF AGREEMENT

The initial term of the contract shall be from March 2022 and ending on June 30, 2024, contingent on funding. Extensions may be granted for additional years by the Cities contingent upon satisfactory performance by the contractor and availability of funding. This program will be funded with Community Development Block Grant (CDBG) funds and as such is required to be operated in compliance with all pertinent federal regulations, including but not limited to, 24 CFR Part 570 and OMB Circular A-122 and A-133.

SECTION 4: PROGRAM REPORTING

The Subrecipient shall submit such invoices and reports as are required by the City to meet its local obligations and its obligations to HUD. The City will prescribe the report format, as well as the time and location for submission of such reports. Required reports include, but are not limited to the following:

- Monthly invoices and/or reports which shall include the progress made, such as number and type of service provided, or justification for lack of progress, in providing the services specified in Article 1, Section 1: Scope of Services, of this Agreement.
- Monthly invoices and/or reports shall include the demographic and income information regarding person assisted by the Subrecipient through this Agreement. **Monthly invoices and reports are due by the 15th of every month if activity took place.**
- Closeout reports including a final performance report, inventory of all clients assisted with fair housing education services by CDBG funds, and final financial report, upon termination or completion of the services specified in this Agreement.

ARTICLE 2- FINANCIAL MANAGEMENT

SECTION 1: PAYMENTS AND BUDGET

A. General Statement

The City shall reimburse the Subrecipient its allowable costs for the services identified in this Agreement not to exceed the annual allocation referenced under Section 2 upon presentation of properly executed reimbursement forms as provided by and approved by the City.

Allowable costs shall mean those necessary and proper costs identified in the Subrecipient's application and budget and approved by the City unless any or all such costs are disallowed by HUD. Such reimbursement shall constitute full and complete payment by the City under this Agreement.

Any reimbursement made under this Agreement must comply with the applicable requirements of 24 CFR Part 85, or as amended 2 CFR 200. The Subrecipient may not request disbursement of funds under this Agreement until the funds are needed for payment of allowable costs.

B. Payments

Disbursement Requests must be mailed to:

City of Porterville

Luisa Zavala, Administrative Analyst

City of Porterville

291 N. Main St.

Porterville, CA 93257

E-mail: lzavala@ci.porterville.ca.us

City of Hanford

Sandra Lerma, Administrative Analyst

City of Hanford

317 N. Douty St.

Hanford, CA 93230

Email: slerma@cityofhanfordca.com

Payment shall be made upon receipt of completed reimbursement requests.

Reimbursement payments shall be made to:

Payments may be contingent upon certification of the Subrecipients financial management system in accordance with the standards specified in 2 CFR 200.

Drawdowns for the payment of allowable costs shall be made against the line item budgets specified in Paragraph C, below, and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph C and in accordance with performance.

C. Budget: Program Year 2021-2022

Eligible costs related to Public Services expenses, direct expenses, including, but not limited to:

<u>Line Item</u>	<u>Amount</u>
Salaries	
Fringe	
Office Space (program only)	
Payroll Processing	
Communications	
Reproduction/Printing	
Supplies and Materials	
Mileage	
Audit	
Insurance	
Other (Specify):	
Indirect Costs (Specify):	
	TOTAL _____

Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient. Any indirect costs charged must be consistent with the conditions of Article 2, Section 5 of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

D. Termination:

This Agreement may be terminated by the City immediately and without notice for cause or by City without cause upon **thirty (30) days'** written notice of termination to Subrecipient. Upon termination, Subrecipient shall be entitled to compensation for Services performed up to the effective date of termination, unless this Agreement is terminated for cause, in which case, City may withhold compensation due Subrecipient in order to reimburse City for any losses, damages or expenses caused by Subrecipients default under this Agreement.

E. Closeout

Upon termination of this Agreement, in whole or in part for any reason including completion of the project, the following provisions may apply:

- Upon written request by the Subrecipient, the City shall make or arrange for payments to the Subrecipient of allowable reimbursable costs not covered by previous payments;
- Disposition of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee);

- The Subrecipient shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a program audit by the City or its designee; and
- Closeout of funds will not occur unless all requirements of 24 CFR 570.509, and 2 CFR 200.343, are met and all outstanding issues with the Subrecipient have been resolved to the satisfaction of the City.

The Subrecipients obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

SECTION 2: DOCUMENTATION OF COSTS AND OTHER FINANCIAL REPORTING

All costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible, and upon reasonable notice, the City and HUD shall have the right to audit the records of the Subrecipient as they relate to the Agreement and the activities and services described herein.

The Subrecipient shall also:

- Maintain an effective system of internal fiscal control and accountability for all CDBG funds and property acquired or improved with CDBG funds, and make sure the same are used solely for authorized purposes.
- Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in the Subrecipients accounting records.
- Maintain payroll, financial, and expense reimbursement records for a period of five (5) years after receipt of final payment under this Agreement.
- Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of the City or HUD at any time during normal business hours and as often as necessary.
- Inform the City concerning any funds allocated to the Subrecipient, that the Subrecipient anticipates will not be expended during the term of this Agreement, and permit the reassignment of the same by the City to other Subrecipients.
- Repay the City any funds in its possession at the time of the termination of this Agreement that may be due to the City or HUD.

- Maintain complete records concerning the receipt and use of all program income. Program income shall be reported on a monthly basis on forms provided by the City.

SECTION 3: REIMBURSEMENT

The City shall reimburse the Subrecipient only for actual incurred costs upon presentation of properly executed reimbursement forms as provided and approved by the City. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

In the event that the City or HUD determines that any funds were expended by the Subrecipient for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the City or HUD may order repayment of the same. The Subrecipient shall remit the disallowed amount to the City within thirty (30) days of written notice of the disallowance.

The Subrecipient agrees that funds determined by the City to be surplus upon completion of the Agreement will be subject to cancellation by the City.

The Subrecipient agrees that upon expiration of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of the expiration and any accounts receivable attributable to the use of CDBG funds.

The City shall be relieved of any obligation for payments if funds allocated to the City cease to be available for any cause other than misfeasance of the City itself.

The City reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this agreement.

SECTION 4: PROGRAM INCOME

The Subrecipient shall report monthly on all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income only during the term of this Agreement and only for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the completion of the Agreement. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

SECTION 5: INDIRECT COSTS

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipients share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

ARTICLE 3- GENERAL CONDITIONS AND REQUIREMENTS

SECTION 1: NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Grantee/City

City of Porterville
291 N. Main St.
Porterville, CA 93257
(559) 782-7460
lzavala@ci.porterville.ca.us

Subrecipient

SECTION 2: GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart J and subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

The Subrecipient shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions of the HCD Act and all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to:

- 24 CFR Part 570;
- 2 CFR 200;
- 24 CFR 570.502 (a), (b);
- OMB Circular A-128, "Audits of State and Local Governments";
- The Davis-Bacon Fair Labor Standards Act;
- The Contract Work Hours and Safety Standards Act of 1962;
- Copeland "Anti-Kickback" Act of 1934;
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA);
- Title VI of the Civil Rights Act of 1964; (Public Law 88-352 implemented in 24 CFR Part 1)

- Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Sections 104(b) and 109 of the Housing and Community Development Act of 1974;
- Section 3 of the Housing and Urban Development Act of 1968;
- Equal employment opportunity and minority business enterprise regulations established in 24 CFR part 570.904;
- Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086);
- Section 504 of the Rehabilitation Act of 1973 Uniform Federal Accessibility Standards;
- The Architectural Barriers Act of 1968;
- The Americans With Disabilities Act (ADA) of 1990;
- The Age Discrimination Act of 1975, as amended;
- National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended;
- Lead Based paint regulations established in 24 CFR Parts 35, 570.608, and 24 CFR 982.401;
- Asbestos guidelines established in CPD Notice 90-44;
- HUD Environmental Criteria and Standards (24 CFR Part 51);
- The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39;
- Historic Preservation Act of 1966, as amended, and related laws and Executive Orders;
- Executive Order 11988, Floodplain Management, 1977 (42 FR 26951 et seq.); and
- Flood Disaster Protection Act of 1973.

B. "Independent Contractor"

Nothing contained in this Agreement is intended, or shall be construed in any manner to create or establish the relationship of employer/employee between the Grantee and the Subrecipient. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

To the extent permitted by law, the Subrecipient agrees to hold harmless, defend and indemnify the City and its appointed and elected officers and employees from and against any and all liability, loss, costs, damage and expense, including costs and attorney fees in defense thereof because of any actions, claims, lawsuits, damages, charges and judgments whatsoever that arise out of the Subrecipients performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

1. Insurance: The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from

or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

2. Minimum Scope and Limits of Insurance: Coverage shall be at least as broad as:
 - a. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 0001 1207 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - b. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - c. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - d. Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than \$1,000,000 per occurrence and \$1,000,000 aggregate.

Contractor's insurance policies shall be "occurrence" policies and not "claims-made" coverage.

Contractor may maintain an Umbrella policy in conjunction with the insurance policies referenced above. In such case, Contractor shall be deemed to have satisfied the insurance requirements of this contract as long as: (i) the coverage limits of the Umbrella policy and of the underlying liability policy(ies), when combined, satisfy each of the per occurrence and aggregate requirements identified in this subsection A.; and (ii) coverage under the Umbrella policy is as broad as and includes all incidents and events covered by the underlying insurance that it supplements.

3. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Alternatively, the City may require the Contractor to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses within the retention.
4. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
 - a. General Liability and Automobile Liability Coverages:

- The City and its officers, officials, employees, and volunteers are to be covered as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations; products used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
 - For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City and/or its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall be non-contributory.
 - Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.
 - The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.
 6. Verification of Coverage: Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
 7. Waiver of Subrogation: Contractor hereby grants to City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. Contractor agrees to obtain endorsements necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.
 8. Special Risks or Circumstances: Entity reserves the right to modify the insurance requirements contained in this contract, including, without limitation, coverage limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. Subcontractors: Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

F. Licensing

The Subrecipient agrees to comply with and obtain at its own expense, if necessary, all applicable Federal, State, City or Municipal standards for licensing, certifications and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

In the event of an investigation or suspension regarding any Subrecipient licenses related to the services for which the City is providing funding under this Agreement, the City may terminate this Agreement and withhold further Agreement funds. In addition, monies already received under this Agreement may be owed back to the City.

G. Amendments

The parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies or available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Failure to Perform

In the event of a failure by the Subrecipient to comply with any terms or conditions of this Agreement or to provide in any manner activities or other performance as agreed herein, the City reserves the right to temporarily withhold all or any part of payment pending correction of the deficiency, suspend all or part of the Agreement, or prohibit the Subrecipient from incurring additional obligation of funds until the City is satisfied that corrective action has been taken or completed. The option to withhold funds is in addition to, and not in lieu of the City's right to suspend or terminate this Agreement. The City may consider performance under this Agreement when considering future awards.

I. Suspension or Termination

The Grantee may pursue such remedies as are available to it in accordance with 2 CFR 200.338 200.339, including but not limited to suspension or termination of this Agreement, if the Subrecipient materially fails to comply with any terms or conditions of this Agreement, which include, but are not limited to, the following:

- Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
- Ineffective or improper use of funds provided under this Agreement;
- Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect; or
- Failure to take satisfactory corrective action as directed by the City.

In accordance with 2 CFR 100.339, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If, in the case of a partial termination, however, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

In the event that funding from the Federal government is withdrawn, reduced or limited in any way after the effective date of this Agreement but prior to its normal completion, the City may summarily terminate this Agreement as to the funds reduced or limited, notwithstanding any other termination provisions of this Agreement.

Termination under this Section shall be effective upon receipt of written notice.

In the case of a suspension or termination, monies already received under this Agreement may be owed back to the City and the City may also declare the Subrecipient ineligible for further participation in the CDBG program.

J. Ownership of Documents

All documents and other writings and electronic disks containing drawings prepared by and for Subrecipient, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City, and the City shall have the sole right to use such materials in its discretion without further compensation to Subrecipient or to any other party. Subrecipient shall, at Subrecipients expense, provide such reports, plans, studies, documents and other writings to City upon written request.

However, the City's use of completed documents for other projects and/or the use of uncompleted documents without the written authorization of Subrecipient, will be at the City's sole risk.

SECTION 3: ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards: The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles: The Subrecipient shall administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained: The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not be limited to:
 - Records providing a full description of each activity undertaken;
 - Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - Records required to determine the eligibility of activities;
 - Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - Financial records as required by 24 CFR 570.502, and 2 CFR 200.333; and
 - Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
2. Retention: The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.
3. Client Data: The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, demographic information and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.
4. Disclosure: The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipients responsibilities with respect to services provided under this Agreement, is prohibited by California law, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Audits & Inspections: All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, HUD, and the Comptroller General of the United States or any of their authorized representatives at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and 2 CFR 200.

C. Citizen Participation

The Subrecipient will have processes in place (satisfaction surveys, Board representation, grievance procedures, etc.) which receive, document and utilize the input from low-income persons potentially benefiting or affected by the program or project covered under this Agreement.

D. Procurement

1. Compliance: The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.
2. Standards: Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.217 through 200.326.

E. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

F. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200.311 and 313, and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- Real property under the Subrecipients control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the

CDBG National Objectives pursuant to 24 CFR 570.208 until ten (10) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period [or such longer period of time as the Grantee deems appropriate].

- In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (1) transferred to the Grantee for the CDBG program or (2) retained after compensating the Grantee in an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

SECTION 4: RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (1) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (2) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (3) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Grantee may, however, preempt the optional policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

Displacement of persons (including families, individuals, businesses, non-profit organizations and farms) as a result of activities assisted with CDBG funds is generally discouraged.

SECTION 5: PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. General Compliance: The Subrecipient agrees to comply with all civil rights laws, including but not limited to FHA, Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

- Subcontractor agrees to gather and maintain such information as HUD deems necessary with respect to the racial and ethnic, gender of the head-of-household and disability characteristics of the applicants and participants to federally funded programs;
 - (c) Subcontractor agrees to administer their programs and activities in such a way as to not limit access on the basis of race, color, or national origin. Access to such programs by persons who have Limited English Proficiency (LEP) is protected, on the basis of national origin. LEP services in Spanish shall be provided when requested; and
 - (d) Subcontractor agrees to include a non-discrimination notice in informational, advertising and marketing materials for federally funded programs and ensure services comply with Section 504 noticing requirements.
2. Nondiscrimination: The Subrecipient agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable, which stipulates that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to agreement.

Additionally, the Subrecipient shall not, on the grounds of race, color, sex/gender, sexual orientation, familial status, religion, national origin, creed, ancestry, marital status, age or disability or handicap:

- Deny a qualified individual any facilities, financial aid, services or other benefits provided under this Agreement;
- Provide any facilities, financial aid, services or other benefits which are different, or are provided in a different manner, from those provided to others under this Agreement;
- Subject an individual to segregated or separate treatment in any facility, or in any matter if process related to receipt of any service or benefit under this Agreement;
- Restrict an individual's access to or enjoyment of any advantage or privilege enjoyed by others in connection with any service or benefit under this Agreement;
- Treat anyone differently from others in determining if they satisfy any admission, enrollment, eligibility, membership or other requirement or condition which the individual must meet to be provided a service or a benefit under this Agreement; and
- Deny anyone an opportunity to participate in any program or activity as an employee which is different from that afforded others under this agreement.

If assignment and/or subcontracting has been authorized in writing, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The Subrecipient shall take such actions

as may be required to ensure full compliance with the provisions, including sanction for noncompliance.

3. Land Covenants: This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
4. Section 504: The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement. Any concerns regarding this provision should be directed to the City's ADA Coordinator, at Patrice Hildreth, (559) 782-7466.
5. Architectural Barriers Act/Americans with Disabilities Act: The Subrecipient shall meet the requirements, where applicable, of the Architectural Barriers Act and the Americans with Disabilities Act, as set forth in 24 CFR 570.614. A building or facility designed, constructed, or altered with funds allocated or reallocated under CDBG program after December 11, 1995 and that meets the definition of a "residential structure" as defined in 24 CFR Part 40.2 or the definition of a "building" as defined in 41 CFR Part 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 USC 4151-4157) and shall comply with the Uniform Federal Accessibility Standards. The Americans with Disabilities Act ("ADA") (42 USC 12131; 47 USC 155, 210, 218, and 255) requires that the design and construction of facilities for first occupancy after January 26, 1993 must include measures to make them readily accessible and usable by individuals with disabilities. The ADA further requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.
6. Notice of Non-Discrimination: Neither Grantee or Subrecipient shall not discriminate based on race, color, national origin, religion, sex, or disability in the award or implementation of this Agreement.

B. Affirmative Action

1. Approved Plan: The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program, in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

2. **Women- and Minority-Owned Businesses (W/MBE):** The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
3. **Access to Records:** The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
4. **Notifications:** The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipients commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. **Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement:** The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer.

The Subrecipient shall comply with Executive Order 11246 as amended by Executive Order 12086 and the regulations issued pursuant thereto (41 CFR Chapter 60), and will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

6. **Subcontract Provisions:** The Subrecipient will include the provisions of Section 5. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. **Prohibited Activity:** The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
2. **Labor Standards:** The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. **Drug-Free Workplace:** The Subrecipient will or will continue to provide a drug-free workplace by:
 - Maintaining a Zero Tolerance Drug Policy;
 - Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipients workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace;
 - Establishing an ongoing drug-free awareness program to inform employees about:
 - The dangers of drug abuse in the workplace;
 - The Subrecipients policy of maintaining a drug-free workplace;
 - Any available drug counseling, rehabilitation, and employee assistance programs; and

- The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

4. "Section 3" Clause

- a. Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued thereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, Subrecipient and any of the Subrecipients subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Subrecipient and any of the Subrecipients subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. The Subrecipient further agrees to award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or

the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- b. Notifications: The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c. Subcontracts: The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

- 1. Assignability: The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to the Agreement.
- 2. Subcontracts
 - a. Approvals: The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such subcontract.
 - b. Monitoring: The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - c. Content: The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - d. Selection Process: The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis

in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act: The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions.
 - a. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - b. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.
 - c. The contractor further agrees by signing this contract that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. Confidentiality: All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Subrecipient in connection with the performance of this Agreement shall be held confidential by Subrecipient. Such materials shall not, without the prior written consent of City, be used by Subrecipient for any purposes other than the performance of the Services under this Agreement, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services under this Agreement. Nothing furnished to Subrecipient which is otherwise known to Subrecipient or is generally known, or has become known, to the related industry shall be deemed confidential. Subrecipient shall not use City's name, insignia, photographs, or the project for which Subrecipients Services are rendered, or any publicity pertaining to the Subrecipients Services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent by City.
6. Conflict of Interest: The Subrecipient agrees to abide by the provisions of 2 CFR 200.318 and 570.611, which include, but are not limited to the following:
 - The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
 - No employee, officer, or agent of the Subrecipient shall participate in the selection, the award or the administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

- No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

7. Lobbying: The Subrecipient hereby certifies that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8. Grantee Recognition: The Subrecipient shall ensure recognition of the role of the City in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

9. Copyright: If this Agreement results in any copyrightable material or inventions, the Grantee reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce,

publish or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

10. Religious Activities: The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

In addition to, and not in substitution for, other provisions of this Agreement regarding the provisions of services utilizing CDBG funds the Subrecipient agrees that, in connection with such services:

- It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and
- It will provide no mandatory religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such services.

11. Other Program Requirements: The Subrecipient shall carry out each activity in compliance with all Federal laws and regulations described in 24 CFR 570 Subpart K, regardless if the law is specifically stated in this Agreement, except that:

- The Subrecipient does not assume the City's environmental responsibilities described in Section 570.604; and
- The Subrecipient does not assume the City's responsibility for initiating the review process under 24 CFR Part 52, Executive Order 12372.

SECTION 6: ENVIRONMENTAL

CDBG regulations require the preparation of a project Environmental Review Record (ERR) and environmental clearance before funds are expended or costs incurred. The overall governing legislation is the National Environmental Policy Act (NEPA).

City staff will complete the ERR. The time required for completion of the ERR can vary from a week to a few months. If the initial Environmental Assessment determines that an Environmental Impact Statement (EIS) or a Biological Assessment (BA) is necessary, the Subrecipient will be required to make appropriate budget modifications to assure the costs of the EIS or BA are paid for from project funds. After completing the ERR, the City may publish a notice of a Finding of No Significant Environmental Impact (FONSI) in a local newspaper declaring the intent to request release of project funds from HUD. After the release of the funds by HUD, the City will send the Subrecipient a written notice to begin the project. Subrecipients shall not implement any project activities or incur any project costs until receipt of the notice to proceed.

The City must also determine whether the project meets other applicable statutory and regulatory requirements which include by are not limited to the following:

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 7: SEVERABILITY

It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be invalid, illegal or in conflict with any law, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 8: SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 9: WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 10: SUCCESSORS

This Agreement shall be binding upon each of the parties, their assigns, purchasers, trustees, and successors.

SECTION 11: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

SECTION 12: NO THIRD-PARTY BENEFICIARIES

Except as expressly provided otherwise, this Agreement is intended to be solely for the benefit of the parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause or action or other right.

SECTION 13: ATTORNEYS FEES

If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior or Municipal Court, whichever is applicable, in the County of Tulare, State of California for any proceeding arising hereunder.

SECTION 14: GOVERNING LAW AND JURISDICTION

This Agreement shall be construed in accordance with the laws of the State of California. In the event of any dispute over the Agreement's terms and conditions, the exclusive venue and jurisdiction for

any litigation arising there under shall be in the Superior Court of Tulare County, California, and, if necessary for exclusive federal questions, the United States District Court for the Eastern District of California.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Grantee:

Subrecipient:

City of Porterville, California

By _____
John D. Lollis, City Manager

By _____
Name, Title

ATTEST:

By _____
Patrice Hildreth, Chief Deputy City Clerk

Grantee:

City of Hanford, California

By _____
Mario Cifuentes II, City Manager

ATTEST:

By _____
Natalie Corral, City Clerk

ATTACHMENT



CITY COUNCIL AGENDA – JANUARY 18, 2022

SUBJECT: Authorization to Distribute Request for Proposals for Permanent Local Housing Allocation Year 2 Funding

SOURCE: Community Development

COMMENT: As presented to the City Council at its meeting on May 19, 2020, the California Department of Housing and Community Development (HCD) announced the availability of approximately \$195 million in funding for the Permanent Local Housing Allocation (PLHA) program Notice of Funding Allocation (NOFA). This NOFA is funded from monies deposited in the Building Homes and Jobs Trust Fund (Fund) in calendar year 2019.

At its meeting on July 21, 2020, the Council adopted the Five-Year PLHA Plan and approved the submission of the 2020 PLHA application after holding a public comment period and a Public Hearing that concluded on the same date. The plan allocates PLHA funding over the next five years, which is estimated to be approximately \$2,056,524.

On February 26, 2021, the City received the executed agreement for the Five-Year PLHA plan and Year 1 funding in the amount of \$342,754. The RFP for Year 1 funding was awarded on March 16, 2021, with contingency for an amended 5-year plan to be approved by HCD.

On December 10, 2021, the City was notified by HCD that the City's amendment to the Five-Year plan and application for second year funding was approved and the City will be receiving \$532,745, which is the available funding for the second year totaling \$875,499.

At this time, staff is requesting authorization to distribute a Request for Proposals (RFP) for the PLHA Program, for the second year of the Five-Year PLHA Plan. The PLHA program proposes to (1) Provide operating costs for navigation centers; (2) Provide operating costs for emergency shelters and/or bridge housing programs; and (3) Support Permanent Housing Programs by providing operating costs for permanent supportive housing programs.

The selected subrecipient will need to be qualified, licensed and insured Affordable Housing Developers and Nonprofit organizations, which can demonstrate institutional, managerial and financial capability to plan, manage and complete the program as described in the RFP.

The RFP will request fixed costs for the above mentioned tasks and then a

comprehensive fee schedule for all personnel, equipment and indirect costs related to additional services that may be required.

RECOMMENDATION: That the City Council authorize staff to distribute a Request for Proposal for \$532,745 for the second year of the five-year Permanent Local Housing Allocation Plan.

ATTACHMENTS: 1. Executed Agreement
 2. Draft Request for Proposals

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Community Development Director

Final Approver: John Lollis, City Manager

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev 04/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 9 PAGES

AGREEMENT NUMBER

20-PLHA-15103

AMENDMENT NUMBER

1

Purchasing Authority
Number

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

STATE AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR NAME

City of Porterville

2. The term of this Agreement is:

START DATE

02/24/2021

THROUGH END DATE

6/30/2030

3. The maximum amount of this Agreement after this Amendment is:

\$875,499.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

This amendment is to add May 3, 2021 NOFA funds to contract.

Exhibit A, Authority, Purpose and Scope of Work, is hereby deleted in its entirety and replaced with new Exhibit A, Authority, Purpose and Scope of Work, Am. 1 (Rev. 08/2021) attached hereto and made a part hereof.

Exhibit E, Program-Specific Provisions and Special Conditions, is hereby deleted in its entirety and replaced with new Exhibit E, Program-Specific Provisions and Special Conditions, Am. 1 (Rev. 08/2021) attached hereto and made a part hereof.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

City of Porterville

CONTRACTOR BUSINESS ADDRESS

291 N Main Street

CITY

Porterville

STATE

CA

ZIP

93257

PRINTED NAME OF PERSON SIGNING

Adrian Monte Reyes

TITLE

Mayor

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

11/29/2021

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Ave., Suite 130

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Shaun Singh

TITLE

Contracts Manager, Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

12/10/2021

CALIFORNIA DEPARTMENT OF GENERAL SERVICE APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

Pursuant to Part 2 Chapter 2.5 of Division 31 of the Health and Safety Code (commencing with Section 50470) Statutes of 2017 (SB 2, Atkins), which created the Building Homes and Jobs Trust Fund and the Permanent Local Housing Allocation (“PLHA”) Program (“Program”), this Standard Agreement along with all its exhibits (the “Agreement”) is entered under the authority of and in furtherance of the Program. Pursuant to Health and Safety Code, Section 50470 (b), the California Department of Housing and Community Development (referred to herein as “HCD” or “Department”) has issued a Notice of Funding Availability (the “NOFA”), dated February 26, 2020, to govern administration of the fund and carry out the Program.

2. Purpose

In accordance with the authority cited above, an application was made to the State (the “Application”) for assistance from the Program for the purpose of making funding available to eligible local governments in California for housing related projects and programs that assist in addressing the unmet housing needs of their local communities. By entering into this Agreement and thereby accepting the award of the PLHA grant funds (the “Grant”), the Contractor (sometimes referred to herein as the “Applicant”) agrees to comply with the terms and conditions of the NOFA, this Agreement, the representations contained in the Application, and the requirements of the authorities cited above.

3. Definitions

Capitalized terms not otherwise defined herein shall have the meaning of the definitions set forth in Health and Safety Code Section 50470 and Section 101 of the Guidelines.

4. Scope of Work

- A. The scope of work (“Work”) for this Agreement shall consist of one or more of the following eligible uses:
 - 1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary Operating subsidies.

EXHIBIT A

- 2) The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory dwelling units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for a term of no less than thirty days.
- 3) Matching portions of funds placed into local or regional housing trust funds.
- 4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.
- 5) Capitalized Reserves for Services connected to the preservation and creation of new Permanent supportive housing.
- 6) Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
 - a) This Activity may include subawards to Administrative Entities as defined in HSC Section 50490(a)(1-3) that were awarded California Emergency Solutions and Housing (CESH) program or Homeless Emergency Aid Program (HEAP) funds for rental assistance to continue assistance to these households.
 - b) Applicants must provide rapid rehousing, rental assistance, navigation centers, emergency shelter, and transitional housing activities in a manner consistent with the Housing First practices described in 25 CCR, Section 8409, subdivision (b)(1)-(6) and in compliance with WIC Section 8255(b)(8). An Applicant allocated funds for the new construction, rehabilitation, and preservation of Permanent supportive housing shall incorporate the core components of Housing First, as provided in WIC Section 8255, subdivision (b).
- 7) Accessibility modifications in Lower-income Owner-occupied housing.

EXHIBIT A

- 8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.
 - 9) Homeownership opportunities, including, but not limited to, down payment assistance.
 - 10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more Affordable housing Projects, or matching funds invested by a county in an Affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an Affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low interest deferred loan to the Affordable housing Project.
- B. A Local government that receives an allocation shall use no more than five percent of the allocation for costs related to the administration of the Activity(ies) for which the allocation was made. Staff and overhead costs directly related to carrying out the eligible activities described in Section 301 are “activity costs” and not subject to the cap on “administrative costs.” A Local government may share any funds available for administrative costs with entities that are administering its allocation.
- C. Two or more local governments that receive PLHA allocations may expend those moneys on an eligible jointly funded project as provided in Section 50470 (b)(2)(B)(ii)(IV). An eligible jointly funded project must be an eligible Activity pursuant to Section 301(a) and be located within the boundaries of one of the Local governments.
- D. Entitlement Local governments may use the flow of PLHA funds to incentivize private lender loans and to guarantee payments for some or all public agency bond financings for activities consistent with the uses identified in Section 301 “Eligible Activities”. This loan guarantee Activity must be identified and fully explained in the Applicant’s “Plan”.

EXHIBIT A

5. Department Contract Coordinator

The Department's Contract Coordinator for this Agreement is the Division of Financial Assistance, Grant Management Section PLHA Manager or their designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class to the Department Contract Coordinator at the following address:

California Department of Housing and Community Development
Attention: Permanent Local Housing Allocation (PLHA)
Grant Management Section, Suite 400
2020 West El Camino Avenue, CA 95833
P. O. Box 952050
Sacramento, CA 94252-2050

6. Contractor Contract Coordinator

The Contractor's contract coordinator for this Agreement is the Authorized Representative listed below. Unless otherwise informed, any notice, report, or other communication required by this Agreement may be mailed by first class mail, or sent through a commercial courier to the Authorized Representative at the following address:

Authorized Representative Name:	Adrian Monte Reyes
Authorized Representative Title:	City Mayor of Porterville
Agency Name:	City of Porterville
Address:	291 North Main Street Porterville, CA 93257
Phone No.:	(559) 782-7466
Email Address:	montereyes@portervilleca.gov

7. Effective Date, Term of Agreement, and Deadlines

- A. This Agreement is effective upon approval by the Department, which is the date executed by all parties (such date, the "Effective Date").
- B. This Agreement shall terminate on June 30, 2030.

EXHIBIT A

- C. Except for predevelopment expenses for construction projects funded by PLHA and costs to develop and prepare the Plan and the PLHA application, no costs incurred more than one year prior to commitment by the Local government may be paid from PLHA funds. Reimbursement of expenses to prepare the Plan and the PLHA application are subject to the cap on administrative fees.
- D. Any Grant funds which have not been expended by the expenditure deadline shall be disencumbered and revert to the Department. The expenditure deadline is fifty-eight months from the date of the budget appropriation for each year of funds included in this Agreement.

EXHIBIT E

PROGRAM-SPECIFIC PROVISIONS AND SPECIAL CONDITIONS

1. Program-Specific Provisions

The following are project-specific terms and conditions (referred to as enumerated provision(s) for ease of reference in prior exhibits) and shall inform the references made to project-specific information not contained in those prior exhibits.

Budget Detail:

Contractor has been awarded the following grant activity amounts for 2019: **\$342,754**

Contractor has been awarded the following grant activity amounts for 2020: **\$532,745**

Estimated five-year allocation may not exceed: **\$2,056,524**

Payees:

A. The authorized Payee(s) is/are as specified below:

Name: City of Porterville

Amount of 2019 and 2020: \$875,499

Plan:

Provide a description of how allocated funds will be used for the proposed activity.

A. Priority 1: Navigation Center

- 1) Operating costs for a Navigation Center: PLHA funds would be used for operation costs associated with a new or existing Navigation Center. The Navigation Center would serve as a central location for people who are experiencing homelessness to connect to services to help them obtain housing or overcome barriers in obtaining housing.

EXHIBIT E

B. Priority 2: Emergency Shelter

- 1) Operating costs for an Emergency Shelter: PLHA funds would be used for operating costs needed to run an emergency shelter. This will assist in ensuring that low barrier beds for people who have been identified by the local Continuum of Care on Homelessness, the Kings/Tulare Homeless Alliance (KTHA) continue to be available. KTHA currently uses a vulnerability index to prioritize housing for people experiencing homelessness. Additionally, using a coordinated entry system, KTHA, is able to make referrals from one database, in order to have a streamlined application and referral system between agencies who serve people experiencing homelessness.
- 2) The City would consider Operating costs for a bridge housing beds, leading to permanent housing: The City plans on working with eligible non-profits who provide bridge housing programs to help cover some gaps in operational financing, allowing them to continue providing housing to program participants that are currently working on permanent housing solutions.

C. Priority 3: Permanent Housing

- 1) The City would consider Operating costs for Permanent Supportive Housing (PSH) Programs: The City plans on working with eligible nonprofits and/or affordable housing developers who provide services to existing PSH programs to help cover some gaps in operational financing/or provide required match for funding, allowing them to continue providing housing to program participants that are currently receiving PSH housing vouchers. This would include increasing the percentage of PLHA funds in years 4 and 5 to include operating expenses for Multi-family housing with units dedicated to people experiencing homelessness. This will assist in ensuring that PSH units created for people experiencing homelessness, have the necessary case management to provide PSH units with a connection to supportive services.

EXHIBIT E

Funding Allocation Year	2019	2019	2019
Type of Activity	Emergency Shelters	Navigation Centers	Permanent
Percentage of Funds Allocated for each Activity	60%	25%	10%
Area Median Income Level Served	30%	30%	30%
Administrative Cost	5%		

Funding Allocation Year	2020	2020	2020
Type of Activity	Emergency Shelters	Navigation Centers	Permanent
Percentage of Funds Allocated for each Activity	60%	25%	10%
Area Median Income Level Served	30%	30%	30%
Administrative Cost	5%		

EXHIBIT E

Funding Allocation Year	2021	2021	2021
Type of Activity	Emergency Shelters	Navigation Centers	Permanent
Percentage of Funds Allocated for each Activity	50%	25%	20%
Area Median Income Level Served	30%	30%	30%
Administrative Cost	5%		

Funding Allocation Year	2022	2022	2022
Type of Activity	Emergency Shelters	Navigation Centers	Permanent
Percentage of Funds Allocated for each Activity	50%	25%	20%
Area Median Income Level Served	30%	30%	30%
Administrative Cost	5%		

Funding Allocation Year	2023	2023
Type of Activity	Navigation Centers	Permanent
Percentage of Funds Allocated for each Activity	75%	20%
Area Median Income Level Served	30%	30%
Administrative Cost	5%	

2. Special Conditions

The following Special Conditions are applicable to this Standard Agreement:

None.

CITY OF PORTERVILLE, STATE OF CALIFORNIA
REQUEST FOR PROPOSAL
PERMANENT LOCAL HOUSING ALLOCATION (PLHA)
SECOND YEAR FUNDING OF 2019-2023 FIVE YEAR PLAN
RFP # No. 21/22-SR1923

The City of Porterville is seeking qualified nonprofit organizations and affordable housing developers to propose use of PLHA funds for projects that benefit individuals or families that are experiencing homelessness as described in eligible activities in this RFP

All proposals must be submitted in PDF format electronically to the City of Porterville, via the Public Purchase website, www.publicpurchase.com, or via email to housing@ci.porterville.ca.us and titled "RFP # No. 21/22-SR1923 Permanent Local Housing Allocation (PLHA) Second Year Funding of 2019-2023 Five Year Plan". Proposals must be received by **Friday, March 4, 2022, by 4:00 pm**. The City assumes no liability for proposals not received by the time set forth above. Proposal forms may be inspected and electronically downloaded at no cost, at the Public Purchase website, www.publicpurchase.com. No copies of said documents will be provided by the City. All addenda and correspondence during the bid process will be handled electronically through the Public Purchase website. Questions regarding this project are due no later than **Wednesday, March 2, 2022**.

The City hereby affirmatively ensures that Minority Business Enterprises and Disadvantaged Business Enterprise (DBE) will be afforded full opportunity to submit proposals in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, handicap, gender, religion or sexual orientation in any consideration leading to the award of contract.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity leading to the award of contract.

The right is reserved by the City of Porterville to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted and to award the contract according to the proposal which best serves the interests of said City.

/s/Maria Bemis, Finance Director

Publication Dates:



CITY OF PORTERVILLE

REQUEST FOR PROPOSALS FOR PERMANENT LOCAL HOUSING
ALLOCATION (PLHA) SECOND YEAR FUNDING OF 2019-2023 FIVE
YEAR PLAN
RFP # No. 21/22-SR1923

The City of Porterville is seeking qualified nonprofit organizations and affordable housing developers to propose use of PLHA funds for projects that benefit individuals or families that are experiencing homelessness as described in eligible activities in this RFP.

Submittal:

One PDF file must be received by:
4:00 p.m., Friday, March 4, 2022
Via the Public Purchase Website:
www.publicpurchase.com, or
housing@ci.porterville.ca.us

Document Title:

RFP No. 21/22-SR1923 Permanent Local Housing Allocation (PLHA)
Second Year Funding of 2019-2023 Five Year Plan

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the City of Porterville and will not be returned.

INQUIRIES:

Proposal forms may be inspected and electronically downloaded at no cost, at the Public Purchase website, **www.publicpurchase.com**. No copies of said documents will be provided by the City. All addenda and correspondence during the bid process will be handled electronically through the Public Purchase website. **Questions regarding this project are due no later than Wednesday, March 2, 2022.**

REQUEST FOR PROPOSALS (RFP) FOR FIVE YEAR PLHA PLAN

I. PROPOSED PROJECT

PROJECT TITLE: PLHA Five Year Plan (2019-2023) - Year 2 Funding

GRANTOR: California Department of Housing and Community Development (HCD)

PROPOSAL DUE DATE: March 4, 2022

AMOUNT AVAILABLE: Second year up to \$532,745 for single or multiple projects, with the possibility of additional funds to be available estimated at \$2,056,524 for the five year plan.

Category Breakdown	2020
Administration	\$ 26,637.25
Navigation Center	\$ 133,186.25
Emergency Housing & Bridge Housing	\$ 319,647.00
Permanent – <i>Permanent Supportive Housing Operations</i>	\$ 53,274.50
	\$ 532,745.00

ADMINISTRATIVE ALLOWANCE: None. Activity Delivery time is allowed.

TIME PERIOD FOR CONTRACT: One-year grant term for operating or supportive service projects. Funding in 5yr Plan will be announced when received.

IMPORTANT DOCUMENTS:

- Notice of Funding Announcement: Applicants must ensure that program design meets the 2019 HCD NOFA located at: <https://www.hcd.ca.gov/grants-funding/active-funding/plha.shtml>
- Permanent Local Housing Allocation Final Guidelines: <https://www.hcd.ca.gov/grants-funding/active-funding/docs/PLHA-Final-Guidelines-11-19.pdf>
- City of Porterville Permanent Local Housing Allocation Five-Year Plan (2019-2023): [https://www.ci.porterville.ca.us/departments/community_development/community_development_block_grant_program\(cdbg\)/index.php](https://www.ci.porterville.ca.us/departments/community_development/community_development_block_grant_program(cdbg)/index.php)

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

Funding for the NOFA was provided pursuant to Senate Bill (SB) 2 (Chapter 364, Statutes of 2017). SB 2 established the Fund and authorizes the Department to allocate 70 percent of moneys collected and deposited in the Fund, beginning in calendar year 2019, to Local governments for eligible housing and homelessness activities. The intent of the bill is to provide a permanent, ongoing source of funding to Local

governments for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities.

The City of Porterville, as an Entitlement Local government, applied and received 2020 formula allocation of PLHA funds in the amount of \$532,745. The approximate PLHA five-year formula allocation amount is \$2,056,524. PLHA funds must be used to carry out one or more of the eligible activities.

The City of Porterville plans to use PLHA funds for three (3) priorities, distributed over three (3) possible activities that assist persons who are experiencing homelessness or at risk of homelessness. *§301(a)(6) Assisting persons who are experiencing or At-risk of homelessness, including, but not limited to, providing rapid re-housing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.*

The eligible activities in the City's five-year plan include:

1. Provide operating costs for navigation centers
2. Provide operating costs for emergency shelters and/or bridge housing programs.
3. Support Permanent Housing Programs:
 - a. Provide operating costs for permanent supportive housing programs.

II. ELIGIBLE APPLICANTS

Affordable Housing Developers and Nonprofit organizations are eligible to apply that can demonstrate institutional, managerial and financial capability to plan, manage and complete the program as described.

III. LOCAL CRITERIA

The recipient or sub-recipient must participate with local priority systems that are in place to include the following; HMIS for data collection, Coordinated Entry System (CES), and project must be financially feasible. Additionally, the activities funded must take place in the city limits of Porterville.

IV. ELIGIBLE ACTIVITIES

The applicant may apply for funding for one or more of the eligible activities.

OPERATING COSTS FOR NAVIGATION CENTERS

PLHA funds can be used for operation costs associated with a new or existing Navigation Center. The Navigation Center would serve as a central location for people who are experiencing homelessness to connect to services to help them obtain housing or overcome barriers in obtaining housing.

OPERATING COSTS FOR EMERGENCY SHELTERS AND/OR BRIDGE HOUSING PROGRAMS.

PLHA funds can be used for operating costs needed to run an emergency shelter and/or operating costs for a bridge housing beds, leading to permanent housing. This will assist in ensuring that low barrier beds for people who have been identified by the local Continuum of Care on Homelessness, the Kings/Tulare Homeless Alliance (KTHA) continue to be available.

PERMANENT HOUSING PROGRAMS: OPERATING COSTS FOR PERMANENT SUPPORTIVE HOUSING PROGRAMS (PSH)

Permanent housing is community-based housing, the purpose of which is to provide housing without a designated length of stay. PLHA funds may be used for operating costs. PSH can only provide assistance to individuals with disabilities and families in which one adult or child has a disability. Supportive services

designed to meet the needs of the program participants must be made available to the program participants. Placement or retention in housing must not be conditional upon participation in such services.

PSH Targets Chronically Homeless Individuals

To be eligible, proposed PSH projects must target chronically homeless individuals, as defined by HUD.

PSH is Low-barrier and Follows HUD Housing First Approach

To be eligible, proposed PSH projects must be low-barrier and follow the HUD Housing First Approach.

V. GENERAL ELIGIBILITY CRITERIA

Applicants must meet the minimum general eligibility criteria described below:

- Activities must take place in the City limits of Porterville
- Organizations must not discriminate on the basis of ethnicity, race, color, creed, religion, gender, national origin, age, disability, marital status, sexual orientation, gender identity, or Veteran's discharge status.
- Applicants must agree to use the CoC's CES as the sole referral source for each program component. The CES is the central access and referral point for all homeless individuals seeking housing in City of Porterville. This system will identify the most appropriate housing options while also prioritizing the most vulnerable individuals for placement into permanent housing. The system will then maintain a steady flow of referrals to all available housing options. To ensure these individuals have appropriate access to the program components, a project may need to modify its entrance criteria or use reasonable accommodation to admit tenants who would otherwise not be able to apply. By agreeing to use the coordinated entry system as the sole referral source, applicants agree to make reasonable accommodation to accept the referrals.
- Applicants must agree to operate projects under the "Housing First" model, meaning prospective tenants are not required to agree to participate in services prior to entering the housing nor can service participation be a requirement of tenancy. Tenants can be required to adhere to a standard market lease, and their tenancy should be supported by eviction prevention strategies, including the engagement of services as appropriate.
- Multiple organizations may apply as a collaborative or joint venture; however, a lead entity must be designated.
- Organizations must be able to demonstrate capacity to start operations within 90 days of contract award.
- Organizations must have adequate financial capacity to perform proposed operations on a reimbursement basis
- Organizations must submit reports and invoices in a timely manner.

VI. APPLICATION SUBMISSION REQUIREMENTS

APPLICATION PROCESS

Applications from this Request for Proposals (RFP) from Qualified Agencies will be accepted beginning Monday, January 24, 2022 through Friday, March 4, 2022. Agencies funded as a result of this RFP are expected to execute contracts with the City of Porterville by May 2, 2022 and begin program operations no later than 60 days from contract execution.

Respondents shall submit a complete RFP application, (including all attachments), to:

All proposals must be submitted in PDF format electronically to the City of Porterville, via the Public Purchase website, www.publicpurchase.com, or via email to housing@ci.porterville.ca.us and titled "RFP

No. 21/22-SR192 Permanent Local Housing Allocation (PLHA) Second Year Funding of 2019-2023 Five Year Plan”.

The City will review and evaluate each qualification and proposal submission. The City reserves the right to obtain clarification or request additional information, including an interview. If an interview is required, they will be scheduled for March 7, 2022 to March 11, 2022. Proposals will be evaluated and ranked according to the following criteria:

Criteria	Points
Understanding of the project and scope of services	40
Experience in the disciplines directly relevant to the project and scope of services	30
Proposed budget and fee structure	30

Following an evaluation of the proposals, it is expected that the selected agency(ies) will be recommended to the City Council for approval. If approved by the City Council, a subrecipient agreement will be executed between the City of Porterville and the selected agency(ies).

The City of Porterville, as a unit of local government, reserves the right to reject any and/or all proposals, reserve the right to waive any formalities or irregularities in the proposal or evaluation process, and reserve the right to award contract(s) in the best interest of the City of Porterville. In addition, the City will not reimburse costs associated with the preparation or presentation of the proposals.

APPLICATION FORMAT

The submitted proposals should contain the following components:

- Applicant Information Form (Attachment A)
- Project Narrative
 - Program Description and Design
 - Management of Program
 - Fiscal Management
 - Diversity and Multicultural Competency
- Estimated Spending Plan and Revenue Summary Form (Attachment B)

APPLICANT INFORMATION FORM

See form in Attachment A.

PROJECT NARRATIVE

1. Program Description and Design (Limit your response to 3 pages)
 - a. Program Description
 - i. Provide a short, one or two sentence explanation of the purpose of this program and what the funds will be used on.
 - ii. Explain why the program is needed.
 - b. Provide a detailed description of your entire proposal as below:
 - i. Describe the scope of the project, including the number of households that will be served annually, the program services and financial assistance that will be offered to address housing and supportive service needs. Detail the program activities under this service model and how each one will help to achieve one or more of the eligible activities listed in the City of Porterville’s PLHA Five-Year Plan.

- ii. Describe annual outcomes the project expects to accomplish throughout the grant period.
 - iii. Describe how program services and/or other resources within your agency will be used to quickly reduce housing barriers and quickly engage participants in successfully maintaining housing stability.
 - iv. Describe how your project will achieve geographic dispersion and client choice in offering housing placements throughout the City of Porterville.
 - v. Describe the project timeline for program start-up, hiring staff, and achieving fully operational status.
 - vi. If the applicant is partnering with another organization to provide housing and/or services to project participants, list the names of the partners and provide information on the specific roles and responsibilities of each.
 - vii. Describe how you intend to measure program effectiveness in terms of outcomes to be achieved.
- c. Participants
Describe your agency's experience in the past two years providing services to persons who are experiencing homelessness or at risk of homelessness.
 - i. Describe how you determined the number of clients to be served with the funding requested in this application.
 - ii. Describe the population(s) you intend to serve. Explain how the target population is identified, qualified and monitored. How will the project link populations to units of non-time limited housing?
- d. Personnel
 - i. Describe the overall staffing plan to accomplish activities in the proposed program, including project leadership, reporting responsibilities, and daily program operations.
- e. Collaboration/Coordination
Describe any formal or informal coordination, partnerships, or collaborations with other organizations proposed in this application.
 - i. Will the proposed program use subrecipients and/or subcontractors? If yes, please list each partner agency, describe their role as either a subrecipient or contractor, describe what services and the frequency of services that will be offered by the partner agency, and provide a brief description of the partner agency's experience providing homelessness services.
 - ii. Describe the organization's ability to collect data electronically and your agency's plan to participate in HMIS and/or Coordinated Entry.
- 2. Fiscal Management (Limit your response to one page)
 - a. Please outline the organization's initial program budget, including the availability of other revenue sources. Complete the Estimated Spending Plan and Revenue Summary Form (Attachment B). If the sections do not apply to your program type or you are not requesting funds please enter \$0 or N/A. Do not leave sections blank.
 - b. As part of the organization's initial program budget, please identify all personnel who will provide direct or indirect support of the organization's proposed services. Include each position title, the number of staff positions within each position title, and the number of Full Time Equivalents (FTEs) within each position title category. Identify additional fund source(s) that pays for each staff member's salary. These positions should be the same as those listed in the Personnel section of the proposal.
 - c. Describe how the organization will assure the proper use and safeguarding of public funds and experience using government funds. Does your organization have policies and

- procedures regarding the financial operations of the organization? Have recent reviews or audits of the organization by a certified public accountant or other financial professional identified any weaknesses in the organization's financial internal controls? If so, please provide the written report identifying the weaknesses and describe how the organization has responded to correct weaknesses.
- d. Describe the organizations overall financial condition and the applicant's ability to fund potential cost overruns or other costs not anticipated in the project budget.
 - e. Provide copies of the last single audit and 990 filed
3. Diversity and Multicultural Competency (Limit your response to one page)
- Cultural Competency is defined as:
- Having a defined set of values and principles, and demonstrating behaviors, attitudes, policies and structures that enable the organization to work effectively in cross-cultural situations; and
 - Having the capacity to 1.) value diversity, 2.) conduct self-assessment, 3.) manage the dynamics of difference, 4.) acquire institutional knowledge, and 5.) adapt to diversity and the cultural contexts of the communities being served; and
 - Incorporating the above in all aspects of policy making, administration, practice, service delivery and involving consumers and key stakeholders.
- a. Explain your agency's philosophy and the specific efforts that are in place to assure that this project will be culturally competent and linguistically accessible for the population that will be served. Be sure to include the following information in your response:
 - i. Based on your understanding of the target population and subpopulation(s), describe how your project will be culturally relevant, sensitive, and linguistically accessible for the individuals or households that will be served, including efforts related to staffing, outreach and service design (i.e., how the project will help reduce barriers to housing and services for individuals of color and those households for whom English is not the primary language);
 - ii. Describe how the ethno-cultural backgrounds of your project staff and agency board reflect that of the identified population to be served and/or how your agency is working to broaden staff and board diversity and knowledge around cultural competency; and
 - iii. Describe any means or efforts that are in place to assess the cultural competency of your organization and make changes accordingly.

ESTIMATED SPENDING PLAN AND REVENUE SUMMARY FORM

See Attachment B.

VII. RESPONSIVENESS

All proposals will be reviewed to determine compliance with administrative requirements and instructions specified in this RFP. The Applicant is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive. The City of Porterville also reserves the right at its sole discretion to waive minor administrative irregularities.

ATTACHMENTS

A – Applicant Information Form

1. Project title:
2. Project location:
3. Number of households served on a given day: ____ Number of households served annually:
4. Number of individuals served on a given day: ____ Number of Individuals served annually:
5. a. This project is specifically designed to serve the following population: (Please be very specific and check only those that apply) ☐ Homeless single adults ☐ Homeless families with children ☐ Homeless young adults (ages 18 - 25) 5. b. This project is specifically designed to serve the following subpopulation: (Please check all that apply) ☐ Homeless households living on the streets ☐ Homeless households living in shelters ☐ Homeless households living in transitional housing ☐ Persons who are chronically homeless ☐ Persons with serious mental illness ☐ Persons with significant drug/alcohol addictions ☐ Persons with chronic medical condition(s) ☐ Persons exiting the foster care system ☐ Persons exiting criminal justice facilities ☐ Persons exiting mental health or psychiatric inpatient facilities ☐ Persons exiting residential chemical dependency treatment facilities
6. DUNS Number:
7. Federal Tax ID Number:
8. Contact Information for Project Applicant: Lead Applicant Agency: _____ Agency Mailing Address: _____

Total Annual Agency Operating Budget (for all activities of the applicant agency from all sources):

	Executive Director	Program Manager	HMIS Data Manager	Finance/Bookkeeper
Name				
Title				
Address (if different mailing then above)				
Phone				
FAX				
Email				

9. Applicant Type

- ☐ Nonprofit organization
☐ Affordable Housing Developer

10. Provide the caption, cause number, Court, Counsel, and general summary of any litigation pending or judgment rendered within the past three (3) years against the applicant, as applicable.

11. Indicate the extent, if any, to which the firm, association or corporation or any person in a controlling capacity or any position involving the administration of federal, state or local funds; is currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any agency; has been suspended, debarred, voluntarily excluded or determined ineligible by any agency within the past three (3) years; does have a proposed debarment pending; has been indicted, convicted or has a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or misconduct with the past three (3) years.

B- Estimated Spending Plan and Revenue Summary Form

EXPENSES				REVENUES				
Payroll and Personnel Expenses				HUD Grants	Program Income	Other Revenue	Total Revenue	Difference (Rev. - Exp)
Salary and Wages	FTE's	Salary	Total Expenses					
Supervision								
Case Managers								
Navigators								
Support Staff								
Fringe Benefits (provide detail)								
FICA								
Workmans Comp								
Insurance								
Retirement								
Other								
Costs related to the provision of services								
Space costs								
Utilities								
Telephone/Communications								
Postage/delivery								
Office Expenses								
Local Travel								
Equipment and Furniture								
Supplies and materials								
Sub-total Personnel Costs								
Other Than Personnel Costs								
Rental Assistance Expenses								
Unit Type	FMR	# of units	Annual cost					
0-BR								
1-BR								
2-BR								
3-BR								
4-BR								
5-BR								
Rental Assistance Total								
Other Financial Assistance								
Assistance Type	FTE's	Salary	Total Expenses					
Rental application fees								
Utilities and Utility Deposits								
Moving Costs								
Security Deposits								
Other:								
Other:								
Other:								
Other:								
Sub-total Other Financial Assistance								
Sub-total expenses								

NOTE: Administrative Costs are not allowed, please make sure those costs are not included in your request.

TOTAL FUNDING REQUESTED



CITY COUNCIL AGENDA – JANUARY 18, 2022

SUBJECT: Authorization to Distribute a Request for Qualifications for Design Services - Remodel/Addition of Fire Stations

SOURCE: Engineering and Project Management

COMMENT: The City has three existing fire stations; Station 71 located at 40 W. Cleveland Avenue, Station 72 located at 500 N. Newcomb Street, and Station 73 located at 980 S. Jaye Street (part of the Public Safety Building). All three stations are in need of remodel work and/or additions to accommodate increased staffing and storage of new equipment. Staff has coordinated with the Acting Fire Chief to define a remodeling scope for each station, including but not limited to:

Station 71 design work will include remodel work throughout, with major changes focusing on the dormitory areas and minor structural changes to the bay doors, as well as upgrades to the bay exhaust system and building fire sprinklers.

Station 72 design work will include remodel work throughout the interior and an addition to both the main structure as well as the equipment bays and upgrades to the bay exhaust system and building fire sprinklers.

Station 73 design work will include minor remodel work in sections of the interior and an addition to the equipment bays.

With the concepts in place, staff proceeded with the preparation of a Request for Qualifications for design services. The architectural and/or engineering firms interested in the project shall submit a statement of qualifications that will be reviewed and rated by a selection panel. The highest ranking firms, typically two to three firms, may or may not be asked to participate in an interview panel and ranked again.

Staff will then present the results of the ranking to the City Council for approval and to direct staff to negotiate a fee with the highest ranking firm or the firm determined by Council. The chosen firm will meet with staff to fine tune the scope and deliver a fee. If the fee is acceptable, staff will then seek Council's approval to execute a Service Agreement so that the firm can commence with the needed design work for each of the fire stations.

RECOMMENDATION: That City Council authorize staff to distribute a Design Services Request for Qualifications for the remodel of the City's three existing fire stations.

- ATTACHMENTS:
1. Request for Qualifications: Fire Stations Design Services
 2. Locator Map: FIRE STATION 71
 3. Locator Map: FIRE STATION 72
 4. Locator Map: FIRE STATION 73

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager



REQUEST FOR QUALIFICATIONS

Design Services – Remodel/Additions to Existing Fire Stations
January 2022

PREPARED BY:
ENGINEERING & PROJECT MANAGEMENT DEPARTMENT
on behalf of the FIRE DEPARTMENT
January 2022

I INTRODUCTION AND OBJECTIVES:

The City of Porterville (hereinafter referred to as "CITY") is requesting statements of qualifications (SOQs) from qualified architectural and/or engineering firms for the purpose of developing plans and specifications for the needed remodels and/or additions to each of the City's existing Fire Stations.

This document identifies the general project scope and procedures for Consultant involvement in this process. Responding consultants must have relevant experience and the ability to provide the requisite professional services.

II EXAMINATION OF PROPOSAL DOCUMENTS:

By submitting a proposal, each CONSULTANT represents that it has thoroughly examined and become familiar with the work required under this RFQ and that it is capable of performing quality work to achieve the objectives of CITY.

III ADDENDA/CLARIFICATIONS:

Any CITY changes to this RFQ will be made via written addendum. No verbal modification shall be binding.

IV PROPOSAL REQUIREMENTS:

Proposals for this project will be accepted at this office until 4:00 p.m., on Tuesday, February 22, 2022. Three (3) copies of the proposal shall be submitted in a sealed envelope, plainly marked "Statement of Qualifications for Fire Stations Design Services." Cost proposals shall not be submitted until requested by the CITY. Proposals shall be addressed to:

Javier Sanchez, Director
Engineering & Project Management Department
City of Porterville
291 N. Main Street
Porterville, CA 93257

The City reserves the right to reject any and all proposals, which do not meet the requirements of this RFQ and/or any portion of the requirements of this project.

V PRE-CONTRACTUAL EXPENSES:

Pre-contractual expenses are defined as expenses incurred by the CONSULTANT in:

1) preparing and reproducing its proposal in response to this RFQ; 2) submitting its proposal to CITY; 3) negotiating with CITY any matter related to this RFQ and CONSULTANT's proposal; 4) other matters prior to the date of award of a Contract.

CITY shall not be liable for any pre-contractual expenses incurred by CONSULTANT in the preparation of proposals. Pre-contractual expenses shall not be included in the cost proposal.

VI EXCEPTIONS/DEVIATIONS:

Any exceptions to the requirements of this RFQ must be included in the CONSULTANT's proposal. Such exceptions must be included as a separate element of the proposal entitled "Exceptions and Deviations."

VII CONSULTANT REPRESENTATIVE:

The CONSULTANT shall assign a responsible representative and an alternate, both of whom shall be identified in the proposal. The CONSULTANT's representative shall remain in responsible charge for the duration of the project. Should the CONSULTANT's primary representative be unable to continue with the project, the CONSULTANT's alternate representative shall become the primary representative. No personnel changes will be acceptable without prior approval by CITY. CITY reserves the right to reject any changes in personnel at any time during the course of this project. CITY also reserves the right to terminate the contract if, in the opinion of CITY, substantial changes in project management may jeopardize the successful completion of this project to the satisfaction of CITY.

VIII LOCAL AGENCY REPRESENTATIVE:

Sarah Weaver, Project Manager, shall be the Contract Administrator and contact person for all communications with CITY.

IX INSURANCE REQUIREMENTS:

The CONSULTANT shall maintain and provide current copies to CITY of the following minimum insurance coverage for the duration of this project:

- Full liability under Worker's Compensation laws of the State of California
- General comprehensive liability (*bodily injury and property damage*)*
- Professional liability insurance (*errors and omissions*)*
- Automotive liability Insurance*

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

X INDEMNIFICATION:

The CONSULTANT shall indemnify, defend, and hold harmless CITY, its elected and appointed officers, employees agents from and against any and all claims, including attorney's fees and reasonable expenses for litigation or settlement, for any loss, damages, bodily injuries, and loss of property caused by negligent acts, omissions, or willful misconduct by the successful CONSULTANT and its subconsultants arising out of performance requirements of the Contract.

XI SUBCONTRACTING:

Only those firms identified in the Contract as subcontractors or subconsultants shall be allowed to perform work for this project. Any amendments to this requirement shall be made in writing by prime CONSULTANT to CITY. CITY has the right to reject any requested amendments at any time during the course of this project.

XII FEDERAL, STATE, AND LOCAL LAWS:

The CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, ordinances, and statutes. In accordance with federal-aid funded projects, Disadvantaged Business Enterprise (DBE) requirements must be met. The DBE participation goal percentage will be established on a project-by-project basis.

XIII PROPOSAL EVALUATION CRITERIA:

Evaluation criteria used to select the CONSULTANT shall include, but not be limited to, the following:

- A. Firm(s) experience with similar projects;
- B. Firm(s) key personnel qualifications/certifications and experience, especially the project manager and individuals performing services;
- C. Firm(s) understanding of the project requirements;
- D. Firm(s) ability to provide the required services in a timely and cost-effective manner to meet the required schedule;
- E. Firm(s) policy in providing Equal Employment Opportunity; and
- F. Firm(s) approach to provide the best product for CITY.

The attached CITY'S Consultant Selection Rating Form shall be used to rate each firm.

XIV CONSULTANT SELECTION AND INTERVIEWS:

CITY selection committee, consisting of the Contract Administrator and at least two additional staff members familiar with the project requirements, will review all proposals and rank CONSULTANTS according to their demonstrated competence and professional qualifications as assessed by their response to this RFQ and the evaluation criteria contained in the CITY'S Consultant Selection Rating Form. The highest ranked CONSULTANT(s) may be invited for oral interviews with CITY team. Interviews, if deemed necessary by CITY, are tentatively scheduled for March 2022. Each participating firm will be contacted via telephone for verification of interview date and time. Failure to be available at the time of a scheduled interview shall be considered non-responsive and shall be cause for elimination from any further consideration. CITY reserves the right to begin negotiations and enter into a Contract without interviews or further discussion.

XV COST PROPOSAL:

The cost proposal shall not be submitted until requested by the CITY. Negotiations with the top-ranked candidate(s) may begin immediately. If an agreement cannot be reached within ten (10) working days, CITY may begin negotiations with the next selected candidate(s) and proceed. If necessary, this process will continue until either an agreement is reached or CITY elects to re-advertise for new proposals. CITY reserves the right to reject any and all proposals prior to award of a Contract. All cost proposals not opened shall be returned to their respective firms.

XVI CONTRACTS/AGREEMENTS:

The successful CONSULTANTS shall enter into upcoming Contracts with CITY that are based on the contents of this RFQ, the CONSULTANT's proposal, and CITY Contract. Where two or more CONSULTANTS desire to submit a single proposal (joint venture), only one CONSULTANT shall be listed as prime CONSULTANT. All others shall be listed as subconsultants. The chosen CONSULTANTS is expected to be presented at the City Council meeting scheduled for Tuesday, April 19, 2022. Issuance of this RFQ and receipt of proposals does not commit CITY to award a Contract. CITY reserves the right to postpone award of a Contract for its own convenience, accept or reject any or all proposals received in response to this RFQ, and cancel any or all portions of this RFQ and resulting Contract.

XVII COMPENSATION:

- A. All items of work required for completion of the project/s to result from this RFQ shall be paid for following the cost proposal format specified in each task order request. Costs for any and all items not specifically listed, but required to complete the work for projects (including all exceptions and deviations stated included in CONSULTANT's proposal), shall be included as part of the total cost proposed. No additional compensation shall be paid for such items. No additional compensation shall be given for any reproduction costs, except those in excess of the requirements stated in this RFQ. Only a change in scope or any significant task addition or increase shall receive consideration for additional compensation.
- B. If the CONSULTANT feels that any work it has been directed to perform is beyond the scope of the Contract and constitutes extra work, it shall notify CITY in writing within ten (10) days. CITY will review such notice and, if justified, authorize additional compensation to the CONSULTANT on a fair and equitable basis.
- C. Monthly progress payments will be made to the CONSULTANT only upon submittal of invoices to CITY. Said invoice shall indicate the percentage completion of each task, as well as the overall percentage completion of the entire project. In addition, an updated schedule showing tasks and their degree of completion shall be provided.

XVIII OWNERSHIP OF REPORTS AND DOCUMENTS:

Originals of all documents, letters, drawings, design calculations, estimates, specifications, and other documents and data produced under the terms of the Contract shall become the property of CITY. CITY shall retain all rights in copyright. Copies may be made and retained by the CONSULTANT for its records, but shall not be furnished to others without the written consent of CITY for a period of three (3) years from the date of acceptance, by CITY, of all requirements of this project.

XIX PROPOSAL FORMAT AND CONTENT:

Proposals shall be brief and include a concise address of the following information:

A. Firm Experience:

1. A brief list of similar projects completed in the last five (5) years, indicate the specific relationship if other than principal and each firm's responsibilities. Descriptions of pertinent experience should include a summary of work performed, adherence to schedules, the duration of each project, and the name, title, and phone number of clients that may be contacted for reference.
2. Other information that might aid CITY in ascertaining proposing firm's qualifications.

B. Consultant Team:

Name of prime consulting firm, subconsultant(s), names of principals, associates, project manager, and key personnel, their proposed level and areas of responsibility, and their qualifications/certifications in those areas. The CONSULTANT's Project Manager and key personnel will be an important factor considered by CITY.

1. Any changes to personnel assigned to this project shall be made in writing to CITY. CITY reserves the right to reject any proposal with modified personnel.
2. If subconsultants are used, names of subconsultant's key personnel for the project, their professional experience, qualifications/certifications, and training, which are applicable to this project, and the scope of services that will be provided by each subconsultant.
3. The office location from which the CONSULTANT(s) shall operate along with telephone and/or cell number of the project manager.

C. Proposal Format:

1. Proposals shall contain no more than twenty (20) pages, excluding cover sheet, table of contents, index sheets, and resumes, double-sided, font size no less than 10 pt., and single or double-spaced. Cover letters will be counted as part of the twenty sheets. The City encourages the use of recycled materials.
2. Proposals should include, but not be limited to, the following:
 - a. Page numbering;
 - b. Table of Contents, if applicable;
 - c. Section dividers with tabs, if applicable;
 - d. Identification of offering firms, including name, address, and telephone number of each firm;
 - e. Prime CONSULTANT organizational chart, which includes subconsultant(s) with names and titles of personnel to be used for this project;
 - f. Acknowledgment of receipt of RFQ addenda, if any;
 - g. Concise, complete response addressing each of the items, 'a' through 'p', as shown in the City's "Consultant Selection Rating Form"; and
 - h. Exceptions to or deviations from the requirements of this RFQ, separating technical exceptions from contractual exceptions. Any alternative approach proposed by the CONSULTANT shall be thoroughly explained and shall meet the objectives of CITY.

**CITY OF PORTERVILLE
REQUEST FOR QUALIFICATIONS (RFQ) FOR DESIGN SERVICES FOR FIRE DEPARTMENT
PROJECTS**

The City of Porterville seeks “Statement of Qualifications” (SOQ) from qualified architectural and engineering firms for the purpose of developing plans and specifications for the remodels and/or additions needed at each of the City’s existing Fire Stations.

This document identifies the general project scope and procedures for Consultant involvement in this process. Responding consultants must have relevant experience and the ability to provide the requisite professional services.

SCOPE OF DESIGN SERVICES:

The consultant will respond directly to the Engineering and Project Management Director or their designee on the project. The selected consultant will perform, but not be limited to the following tasks:

1. Meet with City staff to ascertain the full scope of design work and determine the level and amount of information and drawings available to the consultant to assist in the preparation of the formal “scope of service”. Said scope shall be prepared and transmitted to the City for review and concurrence. The consultant shall include their “fee” for all work described in the scope of services and, if acceptable to the City, the scope of services and associated fee shall form the basis for the Consulting Services agreement. A brief description of some of the work needed is listed below.
 - a. Station 71 design work will include remodel work throughout with major changes focusing on the dormitory areas and minor structural changes to the bay doors as well as the bay exhaust system and building fire sprinklers.
 - b. Station 72 design work will include remodel work throughout the interior and an addition to both the main structure as well as the equipment bays. The bay exhaust system and building fire sprinklers will need to be replaced.
 - c. Station 73 design work will include minor remodel work in sections of the interior and an addition to the equipment bays.
2. Compile background data necessary and perform services required to prepare plans, specifications, contract documents, special provisions, and special details needed for a complete and thorough project.
3. Prepare an Engineer’s Estimate of Probable Cost Report.
4. Review shop drawings and respond in writing on the acceptability of shop drawing submittals.

5. Provide clarifications and answer questions as needed during the construction bid process.
6. Coordinate early consultation and ongoing meetings with City staff and staff at other agencies.
7. Provide other consulting services as available through the selected firm.

DESIRABLE QUALIFICATIONS OF THE CONSULTANT:

The City is seeking a qualified consultant to provide plans, specifications, and related documentation for specific work to be done at each of the City's three existing fire stations. The desired consultant shall have the following qualifications:

1. Experience in design and construction support of similar facilities or other experience relevant to this type of project.
2. The Consultant's proven ability to expeditiously and accurately produce the required product in a concise and useable format.
3. The "design team" should be comprised of professionals with the requisite design expertise to prepare complete "construction ready" plans, specifications, shop drawing review, and construction assistance.
4. The "design team" should include the proper mix of professionals (architectural, engineering, fire sprinkler, and cost estimation).

LOCAL AGENCY RESPONSIBILITIES:

The CONSULTANT will report to the CITY's Contract Administrator. The CONSULTANT shall not proceed with any work until the CITY provides the Notice to Proceed to the CONSULTANT.

The CITY's Contract Administrator will directly handle the project management and monitoring of the CONSULTANT's work to ensure it is complete, accurate, and consistent with the terms and conditions of the CONSULTANT contract. The Contract Administrator and designees will also inspect, review, and discuss project progress, comply with Federal, State and Local policies and regulations, and other requirements to further the prosecution of the contract work with the least delay.

The CITY's Contract Administrator shall be responsible for the following:

- Serve as the CITY's primary contact person for the CONSULTANT
- Monitor the CONSULTANT's progress and provide direction

- Review billings and determines whether costs billed are reasonable in relation to the work performed during billing period
- Approve the CONSULTANT's progress payments
- Identify other CITY personnel for CONSULTANT to contact, if needed

All records and documentation produced by the CONSULTANT become property of the CITY.

CONSULTANT SELECTION RATING FORM				
Project Name: Project Number:	Date: 	Evaluation Factor	Rating Factor	FIRM
			Numerical Range & Weighting Based on Importance of Factor	FIRM
			Score	Score
a. Capability to perform all or most aspects of the project.		0-10		
b. Recent experience in projects comparable to the proposed project.		0-10		
c. Firm's reputation for professional integrity and competence.		0-5		
d. Key personnel's professional background and caliber.		0-7		
e. Adequate qualified personnel available for assignment to the project.		0-5		
f. Recent experience in specialized areas of expertise associated with the project.		0-5		
g. Demonstrated ability to meet schedules or deadlines.		0-10		
h. Demonstrated ability to complete projects without having major cost escalations or overruns.		0-7		
i. Qualifications and experience of outside consultants regularly engaged by the consultant under consideration.		0-10		
j. Quality of project previously undertaken.		0-10		
k. Familiarity with and proximity to the geographic location of the project.		0-5		
l. Capability of a branch office, which will do the work to perform independently of the home office, or conversely, its capability to obtain necessary support from the home office.		0-3		
m. Demonstration of an understanding of the project's potential problems and the City's special concerns.		0-5		
n. Degree of interest shown in undertaking the project.		0-3		
o. Evidence that consultant is an equal opportunity employer.		0-2		
p. Proximity of firm's office to project.		0-3		
TOTAL SCORE:				
RANKING:				

Highest Possible Score = 100

SERVICE AGREEMENT

DATE:

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and (*insert name*), hereinafter referred to as "CONSULTANT".

RECITALS: CITY has undertaken a project on which it is seeking assistance from CONSULTANT. Said project which will hereinafter be referred to as "project" is described as follows:

Project Name:

Description of Project: In general, Consultant to provide (plans and specifications) (services) for the (proposed project). Details are summarized in the Scope of Services as Attachment "A".

IN CONSIDERATION OF MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER set forth the parties hereto do contract and agree as follows:

SECTION 1. CONTRACT SERVICES:

CONSULTANT hereby agrees to provide the following services and materials, in a timely manner as described:.

SECTION 2. PAYMENT:

In consideration for said services and materials, CITY shall pay CONSULTANT on a time and materials basis (and/or not to exceed _____ Dollars (\$ _____)).

TIME OF PAYMENT: Progress payment requests shall be submitted by the 25th of each month. CONSULTANT should receive payment within 45 days of the date the bill is received.

SECTION 3. COMPLETION DATE:

The services to be performed by CONSULTANT will be commenced upon execution of this agreement and all "work directives" shall be completed by (*date*). In the case of ongoing testing and results protocol, the CONSULTANT shall submit results as required to CITY, State and/or Federal governing agencies.

SECTION 4. FAMILIARITY WITH PROJECT:

CONSULTANT certifies and agrees that it is fully familiar with all of the details of the project required to perform its services. CONSULTANT agrees it will not rely upon any opinions and representations of CITY unless CITY is the only available source of said information.

SECTION 5. INDEPENDENT CONTRACTOR:

It is expressly understood that CONSULTANT is entering into this contract and will provide all services and materials required hereunder as an independent contractor and not as an employee of CITY. CONSULTANT specifically warrants that it will have in full force and effect, valid insurance covering:

- (i) Full liability under worker's compensation laws of the State of California; and
- (ii) Bodily injury and property damage insurance in the amount not less than One Million Dollars (\$2,000,000) per occurrence; and
- (iii) Errors and Omissions insurance of One Million Dollars (\$2,000,000) minimum per occurrence, if deductible for Errors and Omissions insurance is Fifty Thousand Dollars (\$50,000) or more, the City may require a Surety Bond for the deductible; and
- (iv) Automotive liability in the amount not less than One Million Dollars (\$2,000,000) per occurrence; fully protecting CITY, its elected and appointed officers, employees, agents and assigns, against all claims arising from the negligence of CONSULTANT and any

injuries to third parties, including employees of CITY and CONSULTANT. ***To the fullest extent permitted by law, CONSULTANT agrees to hold harmless, release and indemnify the CITY against any liability for damages, including but not limited to liabilities for personal injury or death or for loss or damage to property, caused by the negligence of CONSULTANT or any of its employees or agents, or CONSULTANT'S negligent activities related to the terms and conditions of or implementation of this Agreement. "Consultant has no obligation to pay for any of the City's defense related cost prior to a final determination of liability, but will reimburse the City for those costs, and Consultant has no obligation to pay any amount that exceeds Consultant's finally determined percentage of liability based upon the comparative fault of Consultant."***

SECTION 6. WORKMANSHIP AND MATERIALS:

Every part of the work herein described shall be executed in a professional manner with competent, experienced personnel. Finished or unfinished material prepared under the agreement, prepared by CONSULTANT, shall become property of CITY. CONSULTANT hereby warrants that any materials prepared under this agreement shall be fit for the intended use contemplated by the parties.

SECTION 7. ASSIGNMENT OF CONTRACT:

It is acknowledged by the parties that CITY has entered into this contract with the express understanding that CONSULTANT will perform all work. CONSULTANT shall not, without the written consent of CITY, assign, transfer or sublet any portion or part of this work, nor assign any payments to others.

SECTION 8. AFFIRMATIVE ACTION.

CONSULTANT will not discriminate against any employee, or applicant for employment as required by applicable Federal and State law.

SECTION 9. CONFLICT OF INTEREST CODE:

CONSULTANT agrees to comply with the regulations of CITY'S "Conflict of Interest Code." Said code is in accordance with the requirements of the Political Reform Act of 1974.

CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of service required hereunder. The term "conflict" shall include, as a minimum, the definition of a "conflict of interest" under the California Fair Political Practices Act and the City of Porterville Conflict of Interest Code, as that term is applied to consultants.

SECTION 10. TERMINATION:

Either party for just cause may terminate this contract by giving seven (7) days written notice to the other party. Upon termination by CITY, CITY shall be relieved of any obligation to pay for work not completed including profit and overhead. CONSULTANT may be entitled to just and equitable compensation for satisfactory work completed, except CITY can withhold damages incurred as a result of the termination.

SECTION 11. ENTIRE CONTRACT:

It is understood and agreed that this Service Agreement represents the entire Agreement between the parties. Should it be necessary to institute legal proceedings to enforce any and all of the covenants

and conditions of this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs.

SECTION 12. DISPUTES; VENUE:

If either party initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that this Agreement is entered into and is to be performed in Tulare County, California. CONSULTANT hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

IN WITNESS WHEREOF, the parties have executed this Service Agreement on the date and year first above written.

CITY OF PORTERVILLE

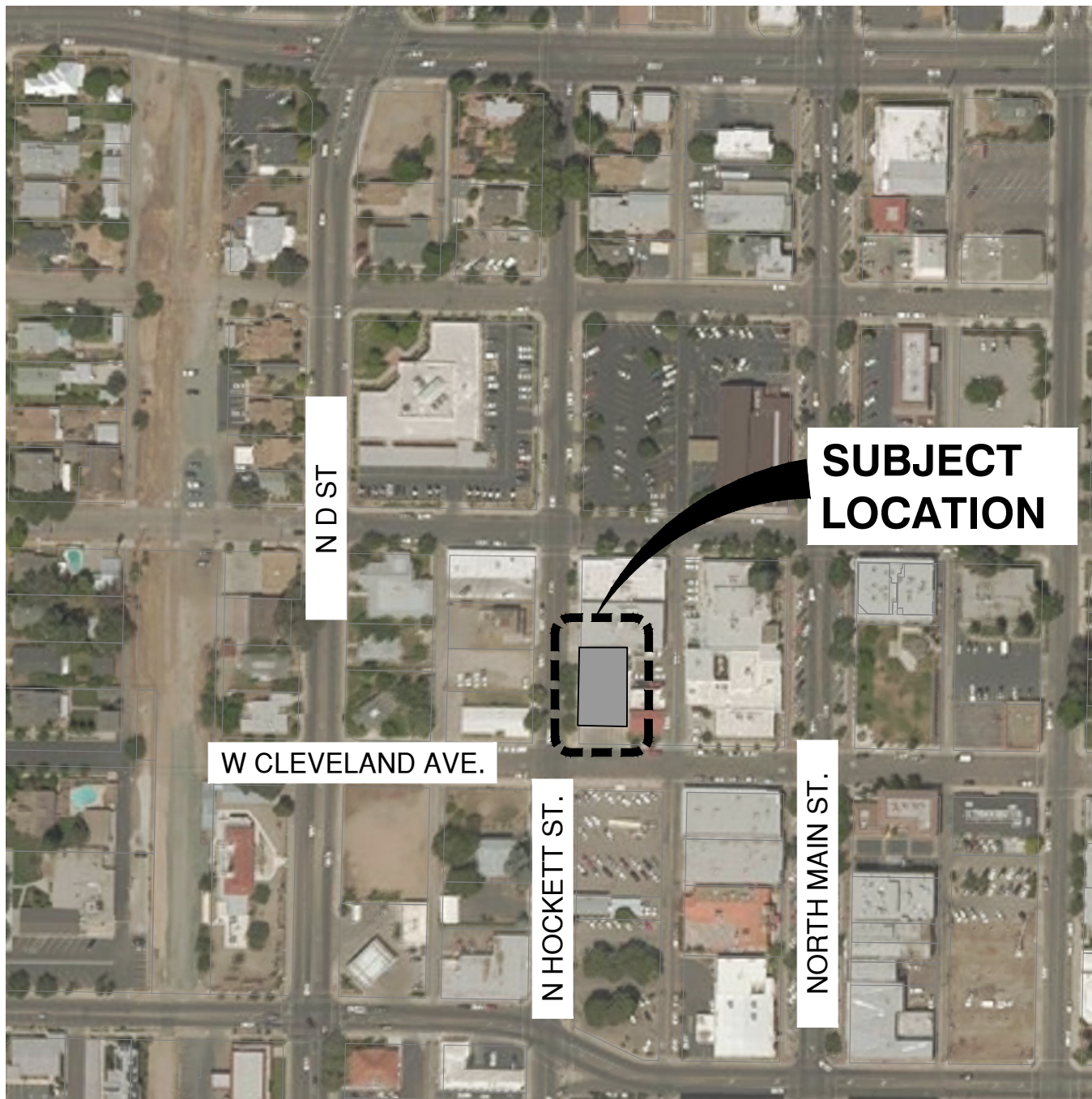
CONSULTANT

By_____

By_____

Date_____

Date_____



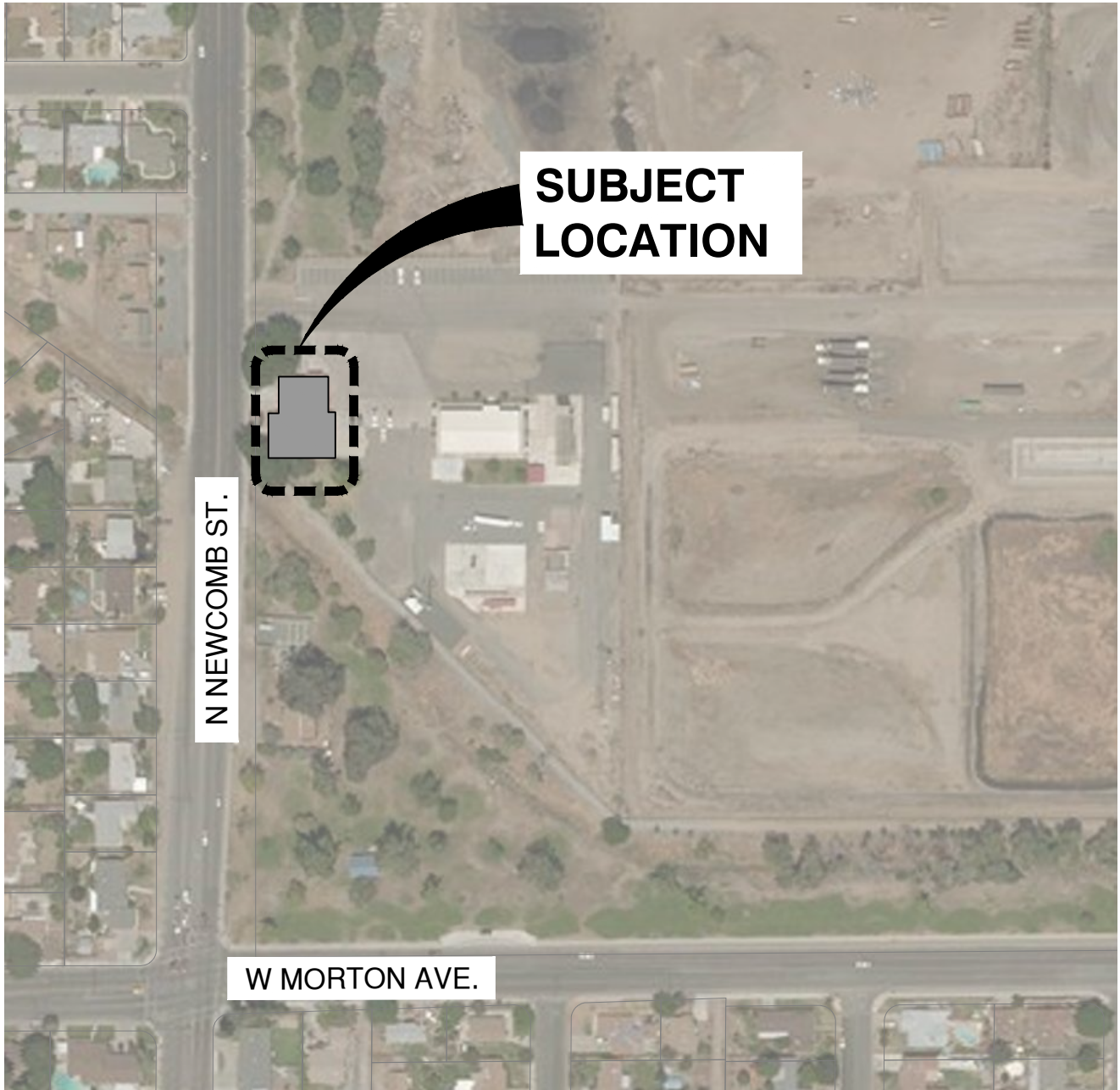
CITY OF PORTERVILLE
ENGINEERING DIVISION

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

PROJECT LOCATION MAP
FIRE STATION 71

DRAWN BY	AC
CHECKED BY	
SCALE	N.T.S.
DATE	1/13/2022

SHEET
1
OF
1



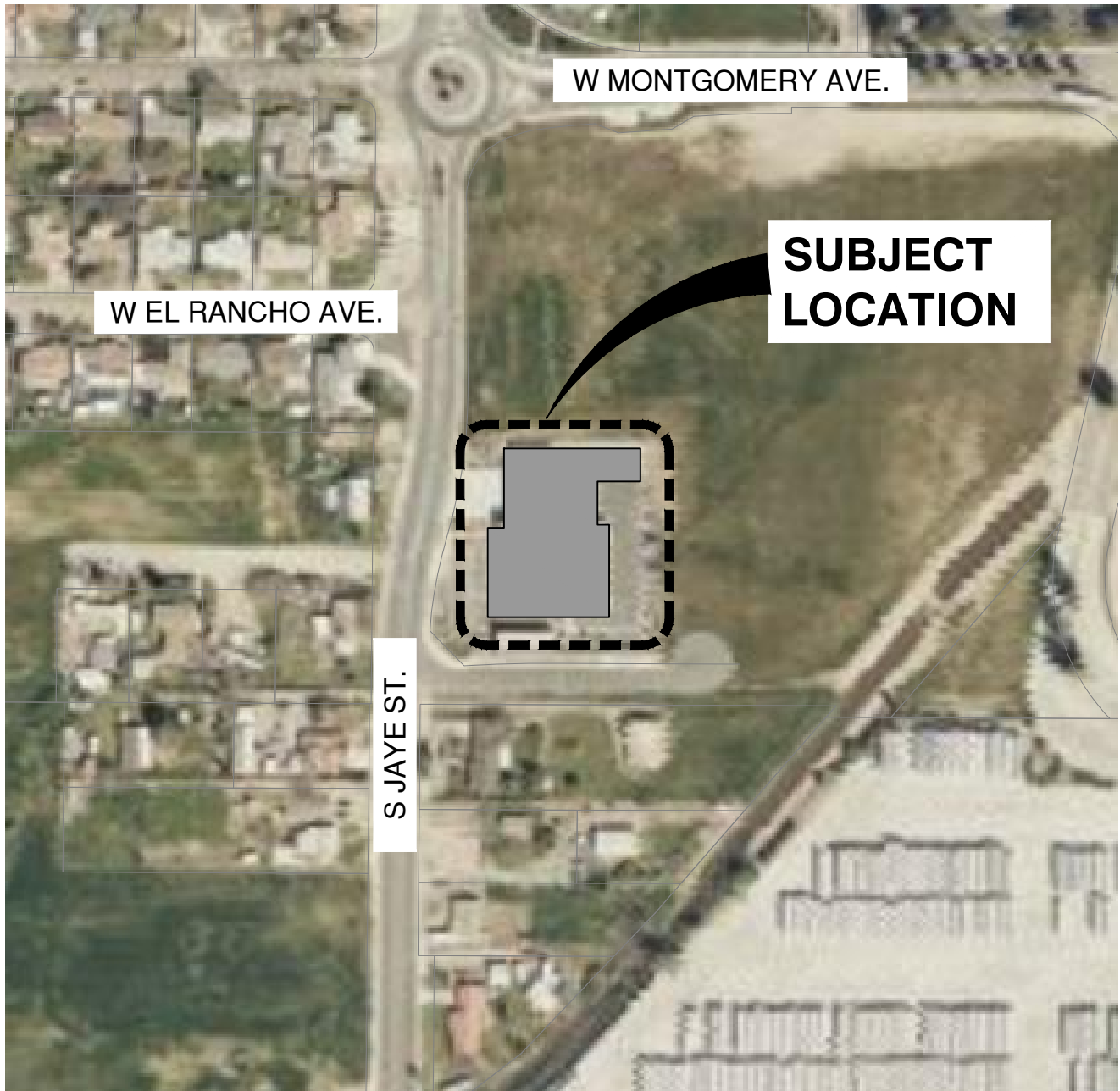
CITY OF PORTERVILLE
ENGINEERING DIVISION

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

PROJECT LOCATION MAP
FIRE STATION 72

DRAWN BY	AC
CHECKED BY	
SCALE	N.T.S.
DATE	1/13/2022

SHEET
1
OF
1



CITY OF PORTERVILLE
ENGINEERING DIVISION

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

PROJECT LOCATION MAP
FIRE STATION 73

DRAWN BY	AC
CHECKED BY	
SCALE	N.T.S.
DATE	1/13/2022

SHEET
1
OF
1



CITY COUNCIL AGENDA – JANUARY 18, 2022

SUBJECT: Authorization to Contract for GIS Imagery Base Mapping

SOURCE: Community Development

COMMENT: The City's Geographic Information System (GIS) supports multiple departments supporting operations and asset management. These efforts are currently made by utilizing open source mapping and ready-to-use imagery provided through an active maintenance contract with Esri. Esri's imagery is captured by satellites at a 0.5-meter resolution, through a third-party vendor, Maxar.

Staff is seeking City Council authorization to enter into a contract agreement with Nearmap for a 3-year term at a cost of \$9,750 per year on a sole source basis for online access to all Nearmap's current, historical, and refreshed aerial imagery with 3D content for the city. The Nearmaps agreement also includes oblique imagery expanding views to get a full perspective of view, which is more accurately reflected when compared to the current mapping software. Nearmap has been identified as the only vendor to provide annual imagery at 2.2-inch resolution for the City.

This is an effort to enhance the imagery with a better quality and up-to-date images. Maxar provides 0.5-meter resolution from satellites in near-Earth orbit at irregular intervals. In comparison, Nearmaps utilizes fixed-wing aircraft flyovers to take aerial imagery at a much higher resolution of 2.2-inch resolution on an annual basis. Nearmap can be integrated into multiple City departments, including Spillman, Computer-Aided Dispatch (Police Department Communications), Google Earth (Public Works), and the GIS web maps (Community Development).

Critical components of a complete GIS system is up-to-date imagery and zoom accuracy, which is utilized by public safety, through the Communications Center for a variety of related activities, including emergencies and other critical situations. The Communications Center currently uses the imagery to provide information to units in the field for both Police and Fire. Information from the imagery is used to identify potential safety hazards and other obstacles for law enforcement and fire-related incidents.

Digital imagery provides high-resolution, 3-dimensional images of buildings, roads, vegetation, landmarks, and land topography that are available to all staff as well as emergency service agencies, and to the general public through the City's location platform. The utilization of imagery is a vital support mechanism for departments and agencies providing location intelligence, at all

levels of the organization, to inform decisions, manage assets, engage customers, support service delivery, and drive innovation. High-resolution imaging and mapping of the city support many critical workflows and collaborations which require consistent and up-to-date information across departments and within the Porterville community.

The staff's recommendation is that the Council approve a 3-year term Contract Agreement with Nearmap to improve reference imagery utilized by the City's GIS network of software. The expense for the 3-year term is at a cost not to exceed \$32,175, inclusive of all services outlined in the agreement and allows for a ten percent (10%) contingency. Funding for the Nearmap implementation will be made available through departments' operating budgets.

RECOMMENDATION: That City Council authorize the City to enter into a 3-year term Contract Agreement with Nearmap to improve reference imagery utilized by the City's GIS network of software at a cost not to exceed \$32,175, inclusive of all services outlined in the agreement and allows for a ten percent (10%) contingency.

ATTACHMENTS: 1. Nearmap Agreement
 2. Comparision of Imagery

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Community Development Director

Final Approver: John Lollis, City Manager

3-YEAR TERM FOR PORTERVILLE, CA

Includes Existing Nearmap coverage for Vertical (Orthogonal) and Oblique Imagery **updated every year.**

Proposed Product Subscription	Line Items Costs
<u>Tier 2 Site License for Orthogonal Imagery</u> unlimited access for staff to Web Based Product – MapBrowser Includes access to all historical Vertical Imagery – updated annually 2.2" GSD resolution	\$7500.00 Per Year
<u>Enterprise Site Licenses for Oblique Imagery</u> access for staff to Web Based Product / Application - MapBrowser Includes access to any historical Oblique Imagery – updated annually 2.2"-2.8" GSD resolution	\$1,500.00 Per Year
<u>Software Maintenance and System Support Services</u> Dedicated Account Management Team	Included at not additional cost
<u>Training & Integration into 3rd-Party Systems</u> API Walkthroughs, Full Technical Support & Calls If Needed	Included at no additional cost
<u>Optional: On-premise copy Orthogonal Imagery</u> One hard copy of Ortho Imagery exported at your specs	Included at no additional cost
<u>Optional: 3D Viewer</u> Textured Mesh Viewer – Measurable with Full Toolsets Included 3D Datasets updated annually	\$750.00 Per Year



Current, Orthogonal Imagery views



Oblique Imagery Views

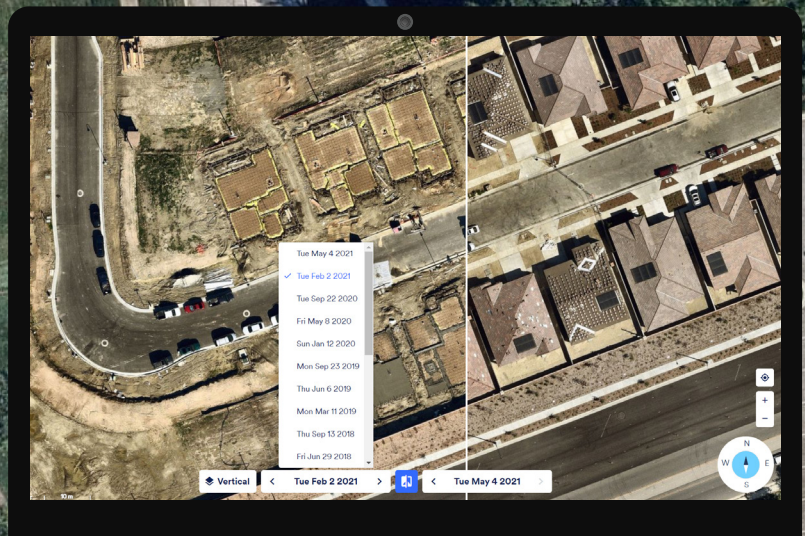


nearmap

NEARMAP FOR GOVERNMENT

DISCOVER NEARMAP

★ JULY 2020 | DARIAN, IL U.S.



Nearmap is a technology company, driven by innovation. We fly fixed-wing aircraft with patented camera sensors to capture truth on the ground, using the most advanced imagery processing pipelines in the world. We're an industry disruptor, proud to be shattering boundaries across the aerial imagery spectrum.

As a market leader for cloud-based geospatial information services, we're ranked as one of the top ten largest aerial survey companies in the world in annual data collection volume. Our parent company, Nearmap Limited, is a publicly traded company listed on the Australian Stock Exchange—one of the 200 largest ASX-listed stocks in Australia.

WHAT MAKES NEARMAP SPECIAL



PROACTIVE SURVEY PROGRAM

We are continuously capturing aerial imagery throughout the United States, 365 days a year. All imagery loaded into our web-based application is time stamped and available within days of capture.



CURRENT IMAGERY

We fly large urban areas up to 3 times per year, frequently capturing seasonal changes for leaf-on/ leaf-off information.



WIDE-SCALE COVERAGE

We cover 80.1% of the U.S. population, including over 1,740 urban areas with over 308,000 square miles captured annually (86.8 million residential U.S parcels and 3.9 million commercial U.S parcels).



CONSISTENTLY HIGH RESOLUTION

Our ortho and oblique imagery is delivered at sub-3" GSD resolution, meaning you can see clearly and plan accurately, before even setting foot on site.



INSTANT ACCESS VIA THE CLOUD

Instantly stream high resolution aerial imagery from Nearmap on any connected device via our web platform, MapBrowser, or integrate through our APIs. Easily view, measure, and export Nearmap content. Offline imagery is also available upon request.

 JANUARY 2020 | APEX, NC U.S.

WHAT OUR CUSTOMERS SAY

"I really like how Nearmap is integrated into the GIS stack. We're able to stay on top of new developments, roads, and addresses. Being able to have Nearmap imagery integrated into our GIS systems helps us be much more accurate."

—Timothy Zimmer
GIS Administrator, Shelby County 9-1-1

"Before Nearmap, we were already two years behind on our imagery capture through our county commission. With Nearmap, my view has never been clearer or more up-to-date. I can view new construction, such as buildings and pools, which has been extremely helpful."

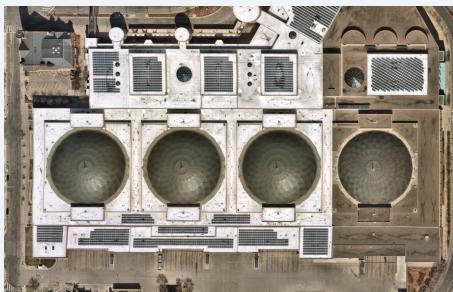
- Trisha Favulli
Director of Assessing, Town of Falmouth

"Nearmap affords us the ability have a birds-eye view of our city not just once a year, but several times per year, at a resolution that is rarely obtainable within our budget. Going with Nearmap just makes sense for our GIS applications across the organization."

- Matthew W. Bradbury
GIS Administrator, City of Redlands, CA

PRODUCT SPECIFICATIONS

Nearmap is a subscription-based service with flexible options tailored to suit your needs. Your users will always have access to reliable, current imagery to more confidently derive insights and make decisions, helping save time and reduce costs through virtual site visits.



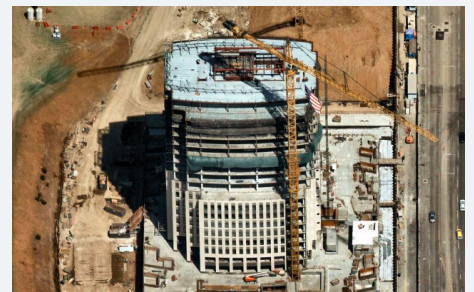
Vertical/ortho

- Resolution: 2.2 – 3" GSD
- Absolute Horizontal Accuracy: 8.6 – 23.6" RMSEr
- High-resolution, top-down imagery
- Measure length, area, or radius in MapBrowser



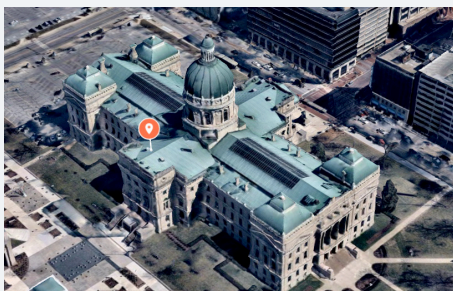
Panorama

- Resolution: 2.2 – 3" GSD
- Multi-perspective aerial views at a 45-degree angle
- View all cardinal directions—N, S, E, W—in a seamless mosaic



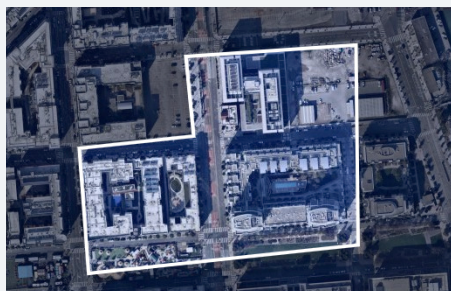
Oblique

- Resolution: 3" GSD
- Multi-perspective aerial views at a 45-degree angle
- View all cardinal directions with a gallery of individual source images
- Accurate height, slope, and roof area measurements



3D Viewer

- 360-degree, immersive view of 3D textured mesh
- Pan and zoom, measure height, length, pitch, area, and elevation (RL values)



3D Export

- 3D data sets: DSM, Point Cloud, Textured Mesh, True Ortho
- File formats: 3MX, SLPK, B3DM, OSGB, OBJ, FBX, GeoTIFF, JPEG, ASCII, LAS
- Available via MapBrowser or offline delivery

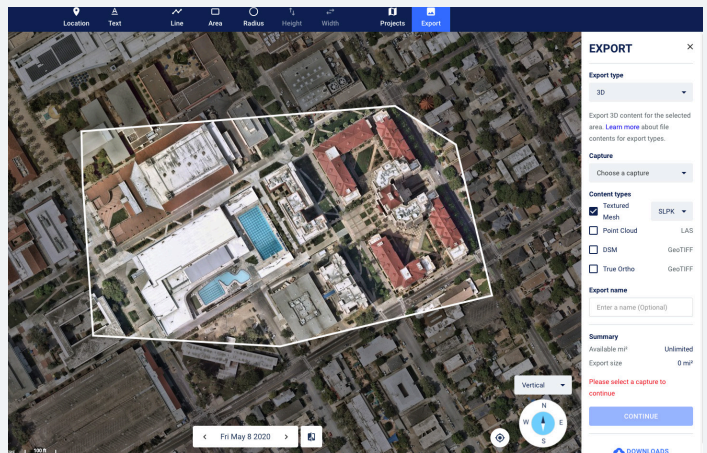
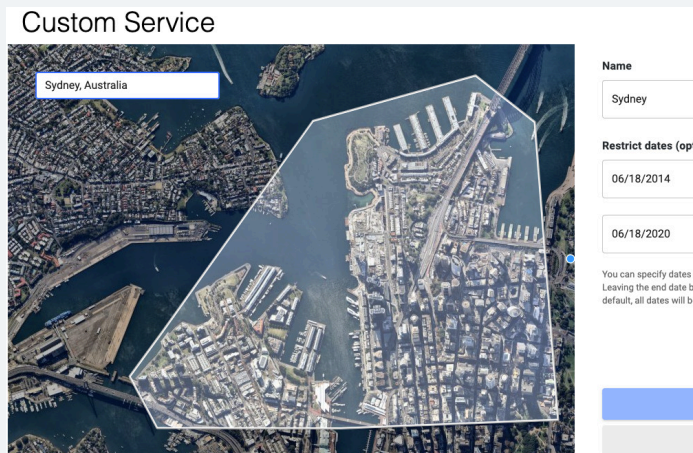


AI Datasets

- View AI Layers in MapBrowser to help you identify objects and other location attributes
- On-demand export and APIs for easy third-party integration
- Growing list of AI Packs: solar panels, vegetation, building characteristics, surfaces, and more

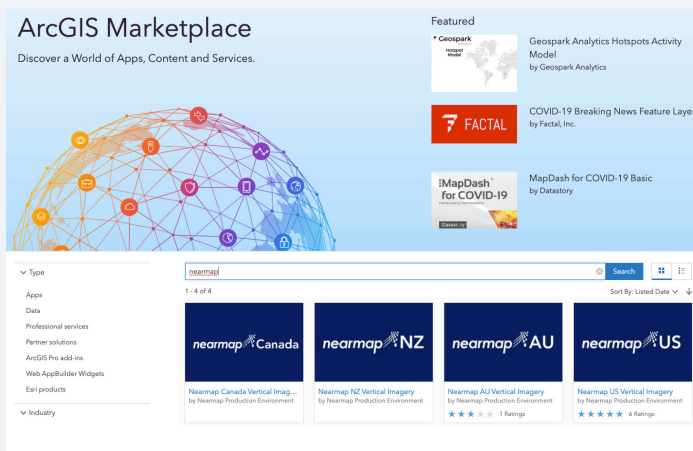
EASY TO USE & INTEGRATE

Conveniently use four different methods to integrate release ready Nearmap Vertical, Oblique, 3D and AI content into your preferred GIS, CAD, 3D visualization, and asset management workflow applications. Additionally, Nearmap also offers various APIs for your bespoke needs. For more information, please visit docs.nearmap.com



WMS 2.0 (Web Mapping Service)

Auto-generate a URL, copy and paste URL to stream Nearmap Vertical content. Perform geofencing and time navigation

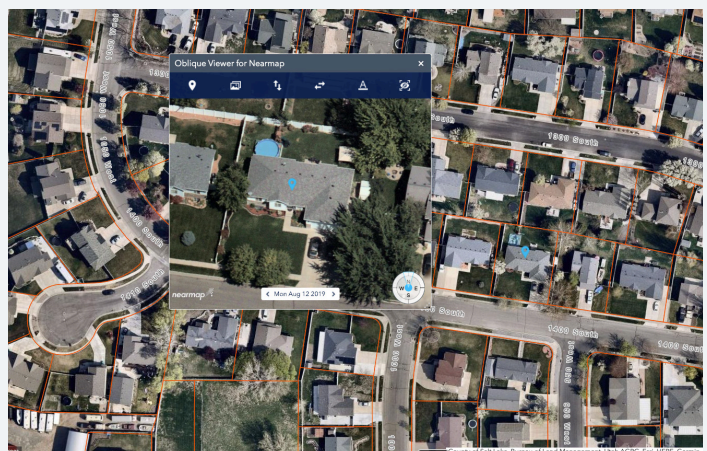


ArcGIS Marketplace

Stream Nearmap Vertical content into ArcGIS platforms and ArcGIS compatible platforms

MapBrowser Export

Simple, intuitive web application with easy export of georeferenced Nearmap Vertical, 3D and AI content



Nearmap Oblique for ArcGIS

An "Oblique Viewer" widget that can be used within apps made with ArcGIS Web AppBuilder to stream Nearmap Oblique Content

A few of our government partners



(ArcGIS Online, ArcGIS Enterprise, ArcGIS Pro, ArcGIS Collector, ArcMap, ArcGIS Survey 123, ArcGIS Web AppBuilder)

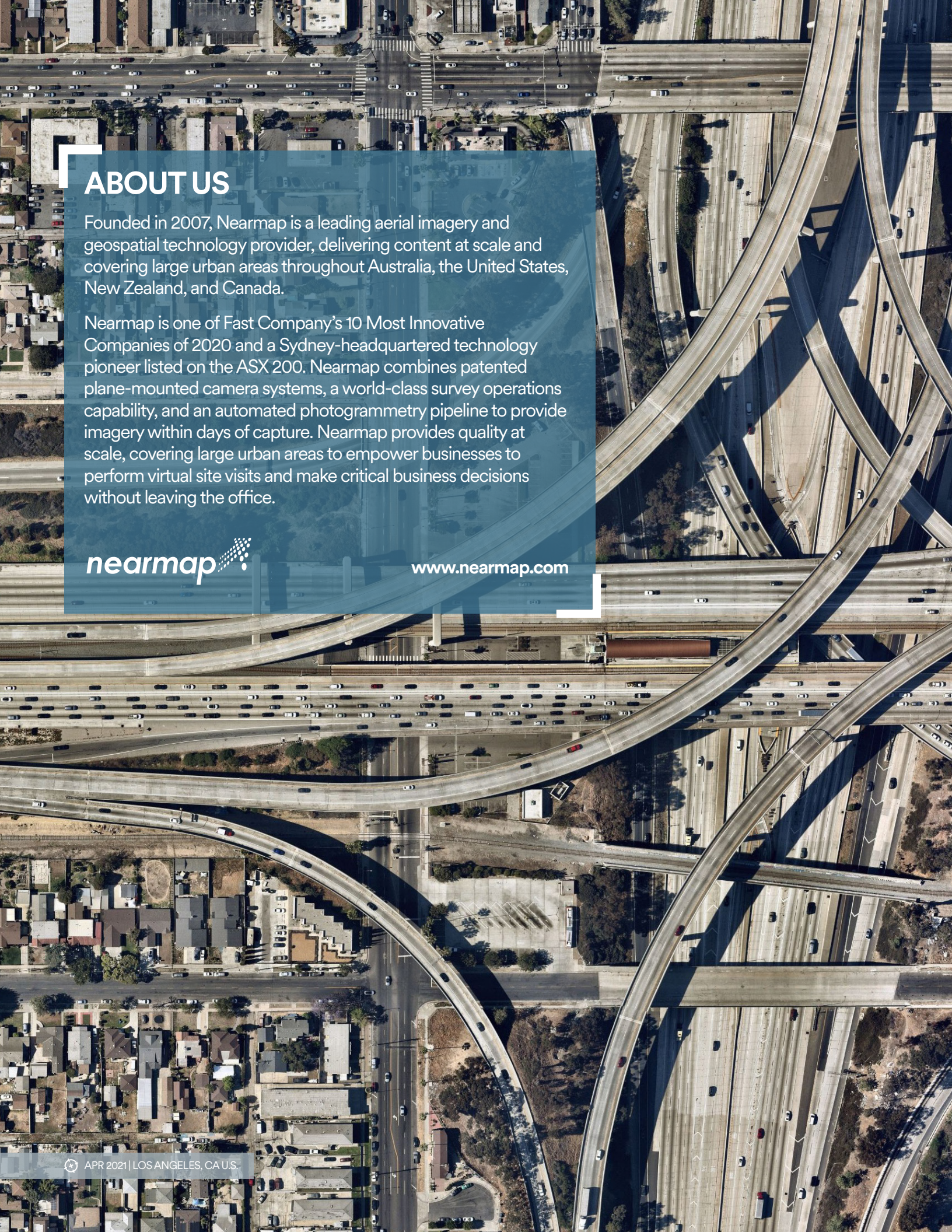


(Civil 3D, AutoCAD Map 3D, InfraWorks, Revit)



TREEPLOTTER™ software suite





ABOUT US

Founded in 2007, Nearmap is a leading aerial imagery and geospatial technology provider, delivering content at scale and covering large urban areas throughout Australia, the United States, New Zealand, and Canada.

Nearmap is one of Fast Company's 10 Most Innovative Companies of 2020 and a Sydney-headquartered technology pioneer listed on the ASX 200. Nearmap combines patented plane-mounted camera systems, a world-class survey operations capability, and an automated photogrammetry pipeline to provide imagery within days of capture. Nearmap provides quality at scale, covering large urban areas to empower businesses to perform virtual site visits and make critical business decisions without leaving the office.



www.nearmap.com

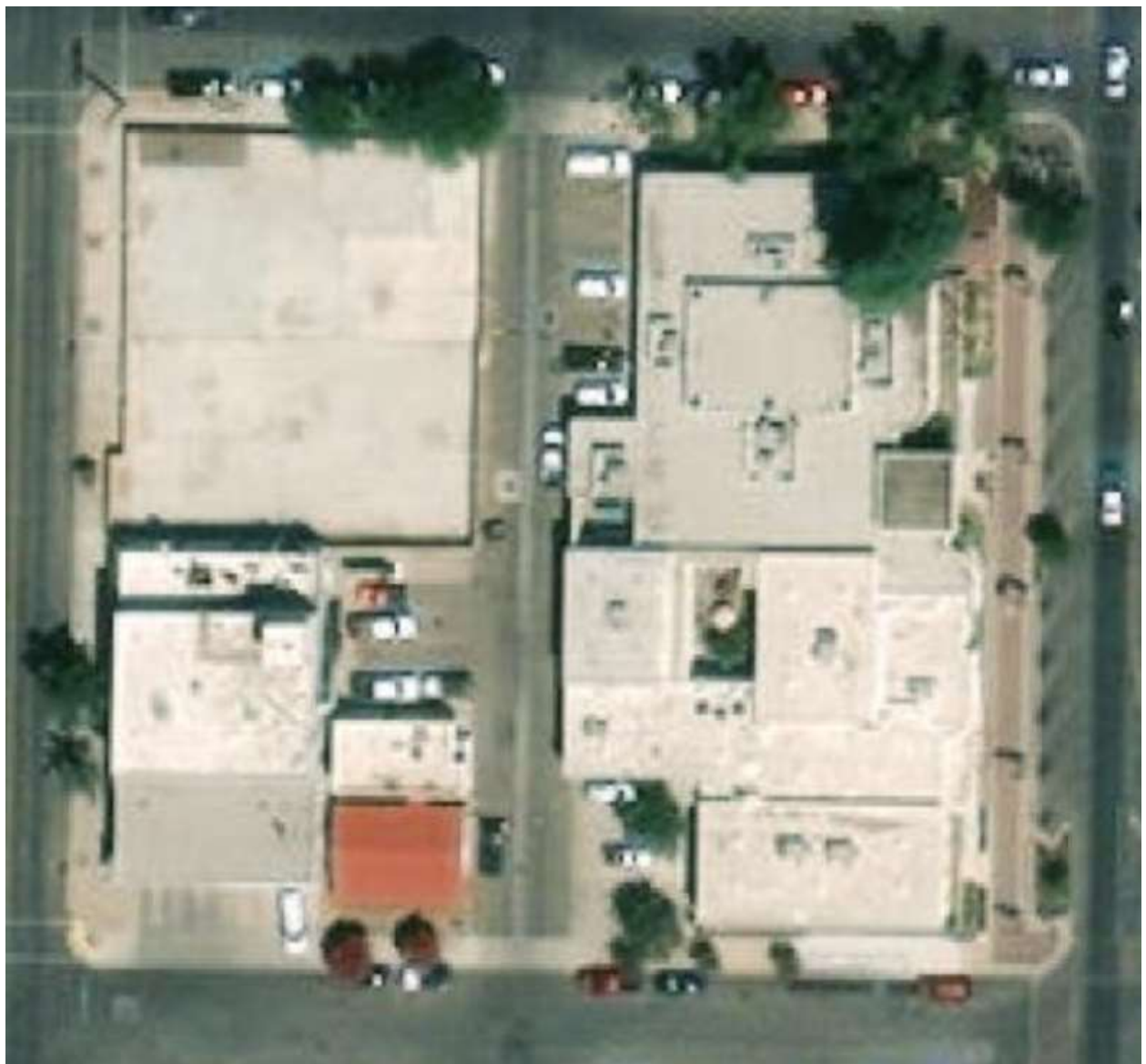


Figure 1 Maxar Imagery



Figure 2 Nearmap Imagery



CITY COUNCIL AGENDA – JANUARY 18, 2022

SUBJECT: Acceptance of Project - Temporary Library

SOURCE: Engineering and Project Management

COMMENT: TMJ Construction, Inc. has completed the remodel of the existing tenant space for the Temporary Library Project. The tenant space is located at 50 W. Olive Avenue, Unit B, and it is now ready for furniture installation.

Staff tracks construction costs of all capital improvement projects and reports project construction expenditures when the project is accepted by the City Council. At its meeting on September 7, 2021, the Council authorized an expenditure of \$212,834 for construction, construction management, quality control and inspection services for this project. The time needed for construction management was minimal and quality control and inspection services were covered by the permit process limiting the impact to the budget for these items. The following itemizes the construction related costs in two categories: 1) the construction contract, and 2) a combination of construction management and quality control.

-Final construction cost is \$185,059.28

-Construction management, quality control & inspection service costs are \$1,230.57

Total project construction costs equate to \$186,289.85, which is less than the \$212,834 overall budget approved by Council at the time of award. Funding for this project is from library fire insurance proceeds.

TMJ Construction requests that the Council accept the project as complete. Staff reviewed the work and found it acceptable.

RECOMMENDATION: That the City Council:

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

ATTACHMENTS: 1. Locator Map

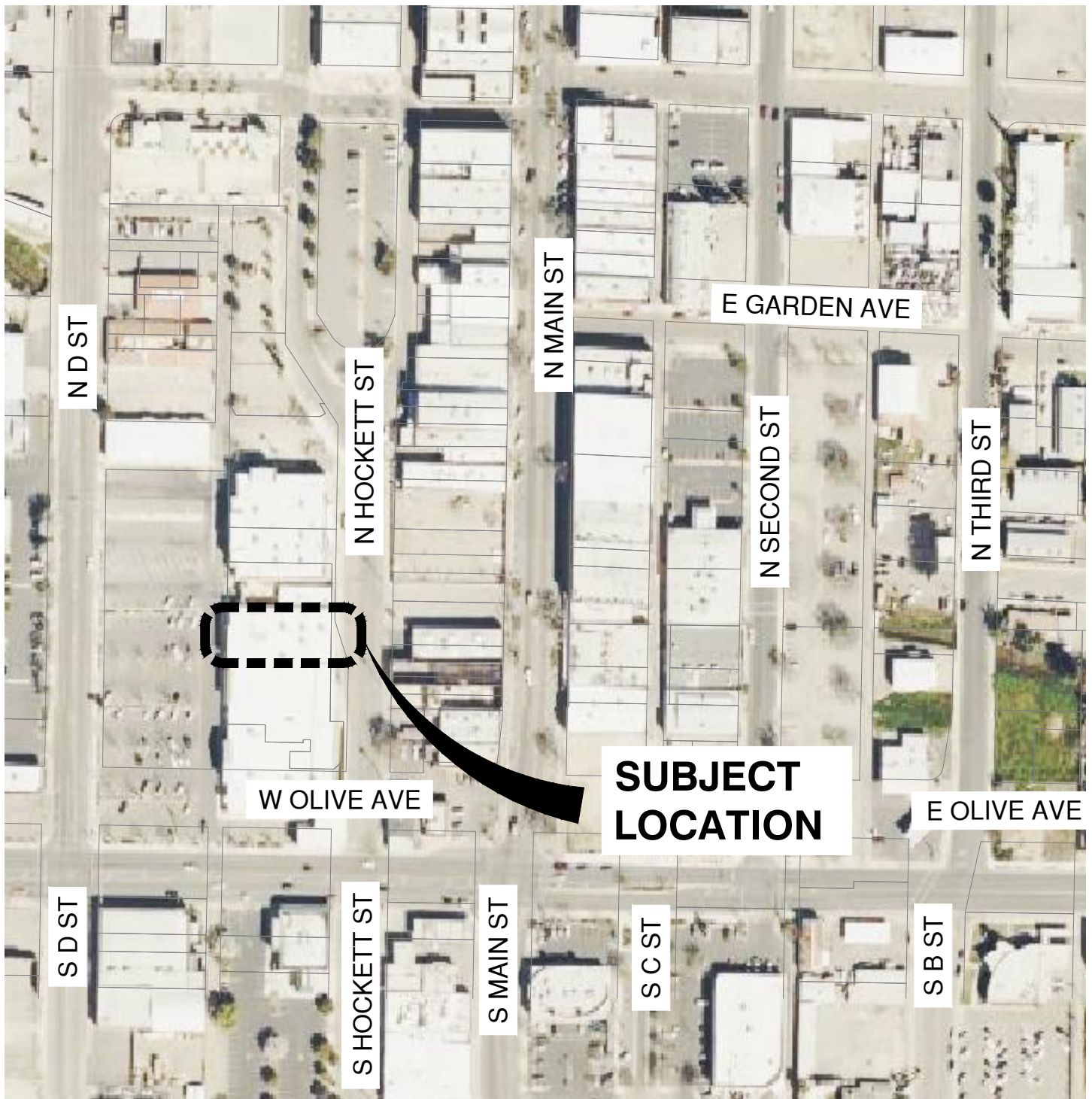
Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager



CITY OF PORTERVILLE
ENGINEERING DIVISION

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

PROJECT LOCATION MAP
TEMPORARY LIBRARY
50 W OLIVE #B

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

SHEET
1
OF
1



CITY COUNCIL AGENDA – JANUARY 18, 2022

SUBJECT: Authorization to Apply for Clean California Local Grant Program (CCLGP) Funds

SOURCE: Community Development

COMMENT: The Clean California Local Grant Program (CCLGP), established by Assembly Bill 149, is a competitive statewide program administered by the California Department of Transportation (Caltrans) that will provide approximately \$296 million to beautify and clean up local streets and roads, tribal lands, parks, pathways, transit centers, and other public spaces. Applicants must be local or regional public agencies, transit agencies, or tribal governments.

Pursuant to statute, the intent of the CCLGP is to achieve the following goals: (1) Reduce the amount of waste and debris within public rights -of -way, pathways, parks, transit centers, and other public spaces; (2) Enhance, rehabilitate, restore, or install measures to beautify and improve public spaces and mitigate the urban heat island effect; (3) Enhance public health, cultural connections, and community placemaking by improving public spaces for walking and recreation; and (4) Advance equity for underserved communities.

Staff is interested in submitting an application for improvements to the existing Rails to Trails between Henderson Avenue and Walnut Avenue in partnership with the Tulare County Association of Governments (TCAG) and Porterville Unified School District, with the City serving as the lead. The proposed improvements include but are not limited to: tree replacement, installation of solar lighting, wayfinding signage, seating and play equipment, water fountains, outdoor fitness equipment, picnic shelter, refuse receptacles, soil stabilization, improvements to existing trail surface and a public art installation.

The grant application is due to Caltrans on February 1, 2022, and award of funds is scheduled to take place on March 1, 2022. Projects must be completed and all funds must be expended by June 30, 2024.

In applying for these Clean California grant funds, the City is taking measures to enhance public spaces for walking and recreation and to improve public health in the community. Additionally, the proposed improvements would complement the Butterfield Stage Corridor Project, the recently awarded Proposition 68 Statewide Parks Program grant project, and the planned development of the multi-sport field improvement project near the Heritage Center.

RECOMMENDATION:

That the City Council:

1. Approve the submittal of a Clean California Local Grant Program funding application to the California Department of Transportation.
2. Authorize the Mayor, City Manager or designee to execute all documents pertaining to the CCLGP and to make any augmentation, modification, addition or revision as may be necessary to conform to requirements imposed by the California Department of Transportation.

ATTACHMENTS:

1. Locater Map

Appropriated/Funded:

Review By:

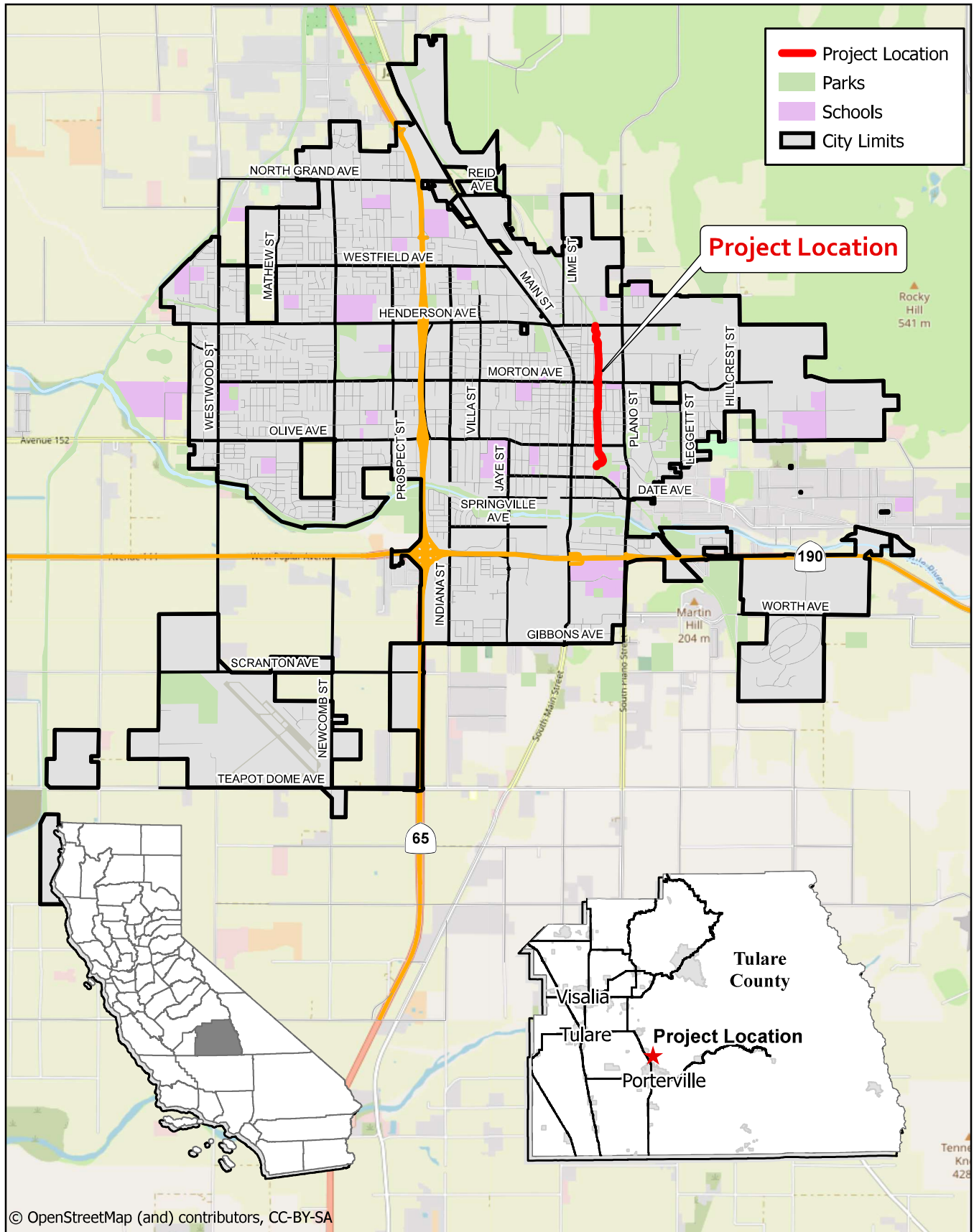
Department Director:

Jason Ridenour, Community Development Director

Final Approver: John Lollis, City Manager

City of Porterville Clean CA Grant Proposal

Santa Fe Byway



0 1 2 Miles



CITY OF PORTERVILLE
Community Development Department
291 N. Main St.
Porterville, CA 93257
(559) 782-7460
Date Printed: 1/11/2022





CITY COUNCIL AGENDA – JANUARY 18, 2022

SUBJECT: Authorization of Technology Infrastructure for the Temporary Library Facility

SOURCE: Parks and Leisure Services

COMMENT: As a next step to facilitate technology infrastructure at the temporary library location, staff is seeking the City Council's approval to move forward with the San Joaquin Valley Library System (SVJLS) for the purchase of computers and peripheral equipment. The project would also include installing network cabling from the street into the facility.

The City's membership with the library cooperative, SVJLS, allows the City the opportunity to apply for federal E-rate funding to mitigate technology expenses incurred by public libraries. The E-rate consultant for SVJLS was able to get the temporary library facility eligible for E-rate discounts, which is administered directly through SVJLS. The infrastructure of setting up the network coming into the building from the street is estimated to cost \$38,363.58, before discounts are applied. SVJLS has not received an updated quote, but staff has included the quote previously received for a better understanding of the scope of work.

The previous existing computer and network support for the City has been provided directly from SVJLS since the late 1980's. SVJLS orders computer equipment and sets up the imaging that the City utilizes for public and staff use. The staff has prepared the order with SVJLS and has attached the quotes. The order total is estimated to be \$39,857.45. Please note the quote is subject to change due to limited and ever-changing inventory. SVJLS would charge all associated costs to the City's Technology Reserve Account, and then bill the City so that funds would go back to Porterville's Technology Reserve. SVJLS would also disperse E-rate discounts into the Technology Reserve account.

RECOMMENDATION: That the City Council:

1. Authorize staff to initiate work to be contracted through the San Joaquin Valley Library System for the temporary library facility; and
2. Authorize staff to process San Joaquin Valley Library System billing utilizing fire insurance funds.

ATTACHMENTS:

1. Quote: Network Infrastructure
2. Quote: Peripherals
3. Quote: Computers

4. Quote: Monitors

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

SALES ORDER AGREEMENT E-RATE

THIS SALES ORDER AGREEMENT ("Agreement") is made and entered into on 3/24 20 21, by and between AMS.NET, INC., a Delaware corporation ("AMS"), whose address is 502 Commerce Way, Livermore, CA 94551 and San Joaquin Valley Library System, an Education ("Customer"), whose address is 2420 Mariposa Street, Fresno, Ca 93721.

1. **Confirmation of Sales Order.** Customer hereby agrees to purchase from AMS, and AMS hereby agrees to sell to Customer, the multi-service networking equipment and services specified in the AMS price quote, customer purchase order, or other documentation attached hereto and labeled **Exhibit A**, the terms of which are hereby incorporated and made a part of this Agreement.

This agreement is contingent on E-rate funding.

Customer understands the equipment that was quoted in the ERate contract is non-returnable once it has been ordered and received.

2. **Payment Terms and Taxes.** Upon written funding approval from the Schools and Libraries Division (SLD) of the **Universal Service Administrative Company (USAC)**, a sum representing the total utilized project cost minus the discount applied by the SLD and any items that are determined not E-rate eligible, shall be due to AMS.NET. A PO is required representing these items. Subsequent billing invoices for equipment and services provided under this Agreement shall be sent to Customer concurrently with the delivery of equipment and/or the provision of services, as the case may be. Customer is required to complete, sign, and return service certification form sent by SLD within 5 business days. All billing invoices shall be due and payable in full thirty (30) days after the date of billing (i.e., net 30 day payment terms), with the date of billing being the date indicated on the billing invoice. Customer shall pay any and all taxes based on or in any way computed with reference to the equipment and services being provided under this Agreement, (minus the discount applied by SLD) including but not limited to sales taxes but excluding taxes based on AMS's net income. Customer understands that they are responsible for costs incurred due to any unforeseen sales tax increases.

3. **Installation Date.** The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. **HOWEVER, ALL STATED DELIVERY AND INSTALLATION DATES ARE APPROXIMATE AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SELLER SHALL, UNDER NO CIRCUMSTANCE, BE DEEMED TO BE IN DEFAULT HEREUNDER OR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OR COMMERCIAL LOSS RESULTING FROM DELAYS IN DELIVERY OR INSTALLATION.**

4. **Change Management Procedures.** It may become necessary to amend this agreement for reasons including, but not limited to, the following:

- Changes to scope of the work and/or specifications for the Services,
- Changes to the Milestone Invoice Schedule,
- Changes to the project schedule due to unavailability of resources which are beyond either party's control, and/or,
- Environmental or architectural conditions not previously identified.

In the event either party desires to change this SOW, the following procedures shall apply:

- i. The party requesting the change will deliver a "Change Request" to the other party (an example of which is provided in Appendix B). The Change Request will describe the nature of the change, the reason for the change, and the effect the change will have on the scope of work.
 - ii. A change Request may be initiated either by Customer or by AMS for any changes to the SOW. The parties will evaluate the Change Request and negotiate in good faith the changes to the Services and additional fees, if required to implement the Change Request. If both parties agree to implement the Change Request, both parties will sign the Change Request, indicating the acceptance of the changes by the parties.
 - iii. AMS shall require a schedule extension of Services of up to thirty (30) Business Days for any personnel Change Request made by Customer.
 - iv. Upon Execution of the Change Request, said Change Request will be incorporated into, and made part of, this SOW.
 - v. AMS is under no obligation to proceed with the Change Request until such time as the Change Request has been agreed upon in writing by both parties.
5. **Warranties.** AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects and workmanship for a warranty period of thirty (30) days commencing on the later of the date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this Agreement (this warranty being hereinafter referred to as an "Installation Warranty"). EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, AMS DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR SERVICES BEING PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

6. **Return for Credit Policy.** Merchandise must be returned within 30 days in unopened original packaging. An RMA number must be requested prior to the return and accompany the equipment when it is received.

7. **Limitation of Liability.** In no event shall AMS be liable to Customer for:
- Any indirect, special or consequential damages or lost profits arising out of or related to this Agreement or AMS's performance or breach thereof, even if AMS has been advised of the possibility of any such damages or losses; or.
 - Any damages resulting from or related to any failure or delay of AMS in the delivery or installation of equipment or the performance of installation or maintenance services (if any).
 - Notwithstanding any other provision of this Agreement, all liability of AMS and its suppliers under this Agreement or otherwise shall be limited to the money paid to AMS under this Agreement. This limitation of liability is cumulative and not per incident.
8. **Attorneys' Fees.** If any legal action is necessary to enforce terms of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs in addition to any other relief to which the prevailing party may be entitled.
9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
10. **Entire Agreement.** This Agreement, together with any price quotes or purchase orders attached hereto as **Exhibit A**, is the complete and exclusive statement of the mutual understanding of the parties with respect to the subject matter of this Agreement, supersedes and cancels any prior understanding, communications or agreements of the parties with respect to the subject matter of this Agreement, and may be amended or supplemented only by a writing signed by both parties.
11. **Risk of loss.** Seller shall bear all risk of loss or damage to components of the system while they are in transit to the Customer and until deliver to the premises. Thereafter, such risk of loss shall be done by Customer, except for loss caused by the negligence of Seller or its employees
12. **Default.** If Customer shall fail to pay or cause payment of any sum owing to Seller hereunder when due, then, in addition to all other remedies available to Seller at law or equity or under other provisions of this Agreement and not in limitation thereof, Seller may, until said sum is paid in full, collect interest on the sum then owing at the rate of 18% per annum from the date of the last installment due date until such default

by the Customer has been cured. It is expressly agreed and understood that in no event shall the aggregate interest charges under the provisions of this paragraph exceed the maximum rate of interest that could be charged under applicable state law.

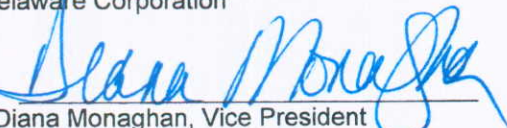
Should either party institute legal action to enforce its rights under this agreement, the venue shall be in Alameda County, State of California, and the prevailing party in such action shall be entitled to recover reasonable attorney fees and costs.

13. **Force majeure.** The obligations of Seller hereunder shall be suspended to the extent and for the period of time that is hindered or prevented from performing because of labor disturbances, strikes and lockouts, acts of God, fires, storms, water, unreasonable delays in transportation, governmental action, failure of suppliers, and or any other cause beyond Seller's control.
14. **Assignment.** Seller shall have the right to assign Sellers obligations; however, Seller shall remain liable to Customer for the performance of Seller's obligations under the terms of this agreement.
15. **Customer to provide.** Customer shall, as specified by Seller provide appropriate environmental conditions, necessary commercial power and facilities for the System, access to the premises, and if required by local law, conduit and or special fire retarding cabling. Customer shall pay all charges for telephone trunk lines, in the room system is to be installed, if applicable as well as extensions and equipment for the installation of the system.
16. **Representation of Customer.** Customer warrants and represents that Customer has been duly authorized by all necessary corporate and other action of Customer and Customer's execution of this Agreement will not violate any provision of law or its Articles of Incorporation or Bylaws, or result in the breach of any agreement to which Customer is a party.
17. **Notices.** All notices required or permitted to be given under the Agreement may be given by either party to the other by depositing same in the United States Mail with first class postage prepaid or by fax. Until changed by written notice, such notices shall be direct to Seller at the address that appears at the beginning of this Agreement and Customer at the premises.

IN WITNESS WHEREOF, AMS and Customer have executed this Agreement as of the date first set forth above.

"AMS:"

AMS.NET, Inc.,
a Delaware Corporation

By: 

Diana Monaghan, Vice President

"Customer:"

San Joaquin Valley Library System,
a Education Customer

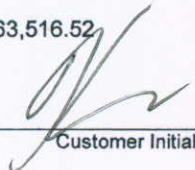
By: 

Its: Kevin G. Nelson, Manager

EXHIBIT A

<u>Quote Number</u>	<u>Description</u>	<u>Total \$</u>
Q-00052449	Cabling for Network	\$19,923.66
Q-00052532	E-Rate Ineligible Fortinet Firewall	\$25,148.94
Q-00052530	Nework Switches & Router	\$16,190.73
Q-00052607	Wireless Access Points	\$2,253.19

Total Investment \$63,516.52



Customer Initials

**AUTHORIZATION TO ORDER (ATO) UNDER SPURR MASTER CONTRACT
FOR AWARDS UNDER SPURR E-RATE ELIGIBLE SERVICES RFP**

Vendor: AMS.NET, Inc. -- SPURR Master Contract: SMC-ER-028

RFP Title: Network Infrastructure Equipment and Services

RFP Issued: 11/2/2016

Award: a. Barracuda Networks equip

b. Brocade Communications equip

c. HP and Aruba Networks equip

d. Cisco Systems and Meraki equip

e. Network Wiring and Basic Maint of Internal Connections, which may include installation, software, and basic tech support svcs, related to above named equip

Earliest Start Date of Services: 7/1/2017, except non-recurring Category Two Services (if any) may be installed as early as 4/1/2017

Last Date to Order: Specified in SMC-ER-028, as amended to date.

E-Rate Priority Level or Category: 2

SPURR E-Rate Form 470 Number: 170049302

Participant Form 470, if referenced: _____

Specific Services Ordered (attach separate sheet if necessary): _____

Cisco Switching & Routing, Cabling Infrastructure to support Network

Services Order Date: 7/1/2021

Scheduled Start Date of Services: 7/1/2021

Total Order Value: \$36,114.39

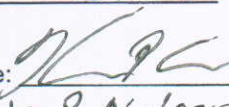
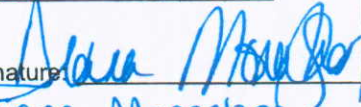
By executing and presenting this ATO to SPURR, Participant confirms that it has agreed to buy from Vendor, and Vendor confirms that it has agreed to sell to Participant, the above-described products or services (the "Services"), all pursuant to the terms, conditions, and prices set forth in Vendor's response to SPURR's RFP referenced above (the "RFP"), the attached General Terms and Conditions (January 17, 2017 revision), and subject to any funding or delivery contingencies as mutually agreed by Vendor and Participant.

The terms of the RFP, the attached General Terms and Conditions, and the SPURR Master Contract awarded to Vendor pursuant to the RFP are incorporated by this reference.

A fully executed ATO must be submitted to SPURR not later than thirty (30) days after Participant and Vendor reach agreement on quantities and delivery terms for Services.

**AUTHORIZATION TO ORDER (ATO) UNDER SPURR MASTER CONTRACT
FOR AWARDS UNDER SPURR E-RATE ELIGIBLE SERVICES RFP**

Vendor: AMS.NET, Inc. -- SPURR Master Contract: SMC-ER-028

<u>Participant Authorization</u>	<u>Vendor Authorization</u>
Participant: <u>San Joaquin Valley Library System</u>	Vendor: <u>AMS.NET, Inc.</u>
Street Address: <u>2420 Mariposa Street</u>	Street Address: <u>502 Commerce Way</u>
City, St, Zip: <u>Fresno, Ca 93721</u>	City, St, Zip: <u>Livermore, Ca 94551</u>
Contact Name: <u>Kevin Nelson</u>	Contact Name: <u>Greg Jaramishian</u>
Contact Title: <u>Manager</u>	Contact Title: <u>Regional Manager</u>
Contact Phone: <u>(559) 600-6284</u>	Contact Phone: <u>(925) 245-6132</u>
Contact Email: <u>kevin.nelson@sjvls.org</u>	Contact Email: <u>gjaramishian@ams.net</u>
Authorized Signature: 	Authorized Signature: 
Print Name: <u>Kevin P Nelson</u>	Print Name: <u>Diana Monaghan</u>
Print Title: <u>Manager</u>	Print Title: <u>Vice President</u>
Date: <u>11/19/2021</u>	Date: <u>3/24/2021</u>

Please submit completed ATO to SPURR either by scan and confirmed email to erate@spurr.org.
SPURR will send a copy of accepted ATO to Participant and Vendor for their files.

SPURR Acceptance

Authorized Signature: _____	Date: _____
Michael Rochman	Phone: 925-743-1292
Managing Director	Email: ERate@spurr.org

**AUTHORIZATION TO ORDER (ATO) UNDER SPURR MASTER CONTRACT
FOR AWARDS UNDER SPURR E-RATE ELIGIBLE SERVICES RFP**

Vendor: AMS.NET, Inc. -- SPURR Master Contract: SMC-ER-028

**General Terms and Conditions for SPURR Authorization to Order, January 10, 2017
Revision**

A. BACKGROUND

1. The School Project for Utility Rate Reduction ("SPURR") SPURR is a Joint Powers Authority formed by California public school districts, county offices of education, and community college districts pursuant to California Government Code Sections 6500-6536. SPURR aggregates purchasing power and expertise for member and non-member facilities across California.
2. The Schools and Libraries Program of the Universal Service Fund, commonly known as "E-Rate," is administered by the Schools and Libraries Division of the Universal Service Administrative Company ("USAC-SLD") under the direction of the Federal Communications Commission, and provides discounts to assist schools and libraries in the United States to obtain affordable telecommunications, Internet access, and internal connections equipment.
3. On 11/2/2016, SPURR issued a Request for Proposal for Network Infrastructure Equipment and Services (the "RFP") on behalf of SPURR members. SPURR invited qualified vendors to submit pricing for E-Rate eligible products and services in response to the RFP.
 - a. In conjunction with publishing the RFP, SPURR posted on the USAC-SLD Website an E-Rate Form 470 application, Number 170049302 as a consortium for Priority or Category 2 Services, consisting of SMC-ER-028.
 - b. SPURR received one or more responses to the RFP. SPURR evaluated all responses which complied with the terms of the RFP, using the following criteria: Price: 40%, Prior Experience: 25%, Understanding of Needs: 20%, Company Capabilities: 10%, Management Qualifications: 5%, TOTAL: 100%
 - c. SPURR selected Vendor for an award under the RFP for specified products and services (the "Services") and entered into a SPURR Master Contract ("SMC") with that Vendor.
4. Any California school, school district, library, community college, county office of education, public agency, or non-profit educational entity using the RFP to buy Services is defined as a "Participant" in this program, whether or not the Participant seeks, or ultimately obtains, E-Rate funding. To confirm Participant's agreement to buy Services from Vendor, and Vendor's agreement to sell Services to Participant, pursuant to the SPURR RFP and the SMC, Participant and Vendor must execute an Authorization to Order (an "ATO") and submit the ATO to SPURR. An ATO does not document precise quantities and delivery terms for the Services, as Participant and Vendor will enter a separate agreement between them for that purpose and for any contingencies.
5. SPURR will provide to each Participant and to Vendor upon request copies of the RFP and related files, the associated Form 470s and SMCs, and any ATOs executed by Participant and Vendor.

B. PARTICIPANT AGREES AS FOLLOWS:

1. Participant agrees to the terms and conditions of the RFP and the SMC covering the requested Services.
2. Any additions or deletions to Services listed on this ATO shall be promptly reported to SPURR through an amendment to this ATO, signed by Participant and Vendor.
3. Participant acknowledges that it has performed its own due diligence in selecting the Vendor and the Services and their suitability to Participant's needs.
4. If Participant wishes to maintain E-Rate eligibility for the Services, then Participant either shall reference SPURR's E-Rate Form 470 as the "Establishing Form 470" of Participant's

**AUTHORIZATION TO ORDER (ATO) UNDER SPURR MASTER CONTRACT
FOR AWARDS UNDER SPURR E-RATE ELIGIBLE SERVICES RFP**

Vendor: AMS.NET, Inc. -- SPURR Master Contract: SMC-ER-028

corresponding E-Rate Form 471, or shall reference Participant's own Form 470. If Participant has referenced, or intends to reference, a SPURR Form 470 in connection with purchases under the RFP, then Participant (a) confirms that it is a member of SPURR, and (b) ratifies SPURR's issuance of the RFP and filing of Form 470 on Participant's behalf. Participant will deliver to SPURR upon request any documents reasonably necessary to evidence (a) or (b). SPURR will deliver to Participant upon request copies of all prior membership or ratification documents related to Participant in SPURR's possession or control.

5. Participant certifies that it will file all E-Rate forms and documents, and will comply with all E-Rate rules and regulations, related to the Services; provided, that SPURR is responsible for filing the referenced Form 470 and for conducting the RFP process. Participant will indemnify and hold harmless SPURR from any and all obligations arising from forms filed by Participant or from the acquisition by Participant of E-Rate funding for the Services.

C. VENDOR AGREES AS FOLLOWS:

1. Vendor agrees to the terms and conditions of the RFP and the SMC covering the requested Services.
2. Any additions or deletions to Services listed on this ATO shall be promptly reported to SPURR through an amendment to this ATO, signed by Participant and Vendor.
3. Vendor will indemnify, defend and save harmless SPURR and any Participant contracting with Vendor ("Indemnified Parties") from any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any attorney's fees or litigation expenses, which might be brought against or incurred by Indemnified Parties on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Vendor, its employees, agents, representatives, or subcontractors in connection with or incident to this ATO, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Vendor, or its subcontractors or claims under similar laws or obligations. Vendor's indemnification obligation will not extend to liability caused by the sole negligence of Indemnified Parties.
4. Vendor shall invoice each Participant directly for Services and shall promptly submit to SPURR electronic copies of each invoice. For each month or calendar quarter during which Participant pays for delivered Services (a "Reporting Period"), Vendor shall submit to SPURR, within fifteen (15) days after each Reporting Period, a report in acceptable Excel format on all Services delivered to and paid for by Participant during the Reporting Period. Each Participant is responsible for payment to Vendor.
5. Vendor shall pay to SPURR the Administrative Fee in accordance with the RFP and the SMC. SPURR does not charge fees to Participants under this program. The Administrative Fee shall not appear on invoices from Vendor to Participant.

**AUTHORIZATION TO ORDER (ATO) UNDER SPURR MASTER CONTRACT
FOR AWARDS UNDER SPURR E-RATE ELIGIBLE SERVICES RFP**

Vendor: AMS.NET, Inc. -- SPURR Master Contract: SMC-ER-024

RFP Title: Wireless Networking Equipment

RFP Issued: 11/2/2016

Award: a. Brocade Communications and Ruckus Wireless equip

b. HP and Aruba Networks wireless equip

c. Cisco Systems and Meraki wireless equip

d. Aerohive wireless equip

e. Network Wiring and Basic Maint of Internal Connections, which may include installation, software, and basic tech support svcs, related to above named equip

Earliest Start Date of Services: 7/1/2017, except non-recurring Category Two Services (if any) may be installed as early as 4/1/2017

Last Date to Order: Specified in SMC-ER-024, as amended to date.

E-Rate Priority Level or Category: 2

SPURR E-Rate Form 470 Number: 170049290

Participant Form 470, if referenced: _____

Specific Services Ordered (attach separate sheet if necessary): _____

Cisco Meraki Wireless Access Points

Services Order Date: 7/1/2021

Scheduled Start Date of Services: 7/1/2021

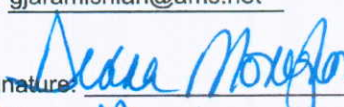
Total Order Value: \$2,253.19

By executing and presenting this ATO to SPURR, Participant confirms that it has agreed to buy from Vendor, and Vendor confirms that it has agreed to sell to Participant, the above-described products or services (the "Services"), all pursuant to the terms, conditions, and prices set forth in Vendor's response to SPURR's RFP referenced above (the "RFP"), the attached General Terms and Conditions (January 17, 2017 revision), and subject to any funding or delivery contingencies as mutually agreed by Vendor and Participant.

The terms of the RFP, the attached General Terms and Conditions, and the SPURR Master Contract awarded to Vendor pursuant to the RFP are incorporated by this reference.

A fully executed ATO must be submitted to SPURR not later than thirty (30) days after Participant and Vendor reach agreement on quantities and delivery terms for Services.

**AUTHORIZATION TO ORDER (ATO) UNDER SPURR MASTER CONTRACT
FOR AWARDS UNDER SPURR E-RATE ELIGIBLE SERVICES RFP****Vendor: AMS.NET, Inc. -- SPURR Master Contract: SMC-ER-024**

<u>Participant Authorization</u>	<u>Vendor Authorization</u>
Participant: <u>San Joaquin Valley Library System</u>	Vendor: <u>AMS.NET, Inc.</u>
Street Address: <u>2420 Mariposa Street</u>	Street Address: <u>502 Commerce Way</u>
City, St, Zip: <u>Fresno, Ca 93721</u>	City, St, Zip: <u>Livermore, Ca 94551</u>
Contact Name: <u>Kevin Nelson</u>	Contact Name: <u>Greg Jaramishian</u>
Contact Title: <u>Manager</u>	Contact Title: <u>Regional Manager</u>
Contact Phone: <u>(559) 600-6284</u>	Contact Phone: <u>(925) 245-6132</u>
Contact Email: <u>kevin.nelson@sjvls.org</u>	Contact Email: <u>gjaramishian@ams.net</u>
Authorized Signature: 	Authorized Signature: 
Print Name: <u>Kevin P Nelson</u>	Print Name: <u>Diana Monaghan</u>
Print Title: <u>Manager</u>	Print Title: <u>Vice President</u>
Date: <u>11/19/2021</u>	Date: <u>3/24/2021</u>

Please submit completed ATO to SPURR either by scan and confirmed email to erate@spurr.org.
SPURR will send a copy of accepted ATO to Participant and Vendor for their files.

SPURR Acceptance

Authorized Signature: _____	Date: _____
Michael Rochman	Phone: 925-743-1292
Managing Director	Email: ERate@spurr.org

**AUTHORIZATION TO ORDER (ATO) UNDER SPURR MASTER CONTRACT
FOR AWARDS UNDER SPURR E-RATE ELIGIBLE SERVICES RFP**

Vendor: AMS.NET, Inc. -- SPURR Master Contract: SMC-ER-024

**General Terms and Conditions for SPURR Authorization to Order, January 10, 2017
Revision**

A. BACKGROUND

1. The School Project for Utility Rate Reduction ("SPURR") SPURR is a Joint Powers Authority formed by California public school districts, county offices of education, and community college districts pursuant to California Government Code Sections 6500-6536. SPURR aggregates purchasing power and expertise for member and non-member facilities across California.
2. The Schools and Libraries Program of the Universal Service Fund, commonly known as "E-Rate," is administered by the Schools and Libraries Division of the Universal Service Administrative Company ("USAC-SLD") under the direction of the Federal Communications Commission, and provides discounts to assist schools and libraries in the United States to obtain affordable telecommunications, Internet access, and internal connections equipment.
3. On 11/2/2016, SPURR issued a Request for Proposal for Wireless Networking Equipment (the "RFP") on behalf of SPURR members. SPURR invited qualified vendors to submit pricing for E-Rate eligible products and services in response to the RFP.
 - a. In conjunction with publishing the RFP, SPURR posted on the USAC-SLD Website an E-Rate Form 470 application, Number 170049290 as a consortium for Priority or Category 2 Services, consisting of SMC-ER-024.
 - b. SPURR received one or more responses to the RFP. SPURR evaluated all responses which complied with the terms of the RFP, using the following criteria: Price: 40%, Prior Experience: 25%, Understanding of Needs: 20%, Company Capabilities: 10%, Management Qualifications: 5%, TOTAL: 100%
 - c. SPURR selected Vendor for an award under the RFP for specified products and services (the "Services") and entered into a SPURR Master Contract ("SMC") with that Vendor.
4. Any California school, school district, library, community college, county office of education, public agency, or non-profit educational entity using the RFP to buy Services is defined as a "Participant" in this program, whether or not the Participant seeks, or ultimately obtains, E-Rate funding. To confirm Participant's agreement to buy Services from Vendor, and Vendor's agreement to sell Services to Participant, pursuant to the SPURR RFP and the SMC, Participant and Vendor must execute an Authorization to Order (an "ATO") and submit the ATO to SPURR. An ATO does not document precise quantities and delivery terms for the Services, as Participant and Vendor will enter a separate agreement between them for that purpose and for any contingencies.
5. SPURR will provide to each Participant and to Vendor upon request copies of the RFP and related files, the associated Form 470s and SMCs, and any ATOs executed by Participant and Vendor.

B. PARTICIPANT AGREES AS FOLLOWS:

1. Participant agrees to the terms and conditions of the RFP and the SMC covering the requested Services.
2. Any additions or deletions to Services listed on this ATO shall be promptly reported to SPURR through an amendment to this ATO, signed by Participant and Vendor.
3. Participant acknowledges that it has performed its own due diligence in selecting the Vendor and the Services and their suitability to Participant's needs.
4. If Participant wishes to maintain E-Rate eligibility for the Services, then Participant either shall reference SPURR's E-Rate Form 470 as the "Establishing Form 470" of Participant's

**AUTHORIZATION TO ORDER (ATO) UNDER SPURR MASTER CONTRACT
FOR AWARDS UNDER SPURR E-RATE ELIGIBLE SERVICES RFP**

Vendor: AMS.NET, Inc. -- SPURR Master Contract: SMC-ER-024

corresponding E-Rate Form 471, or shall reference Participant's own Form 470. If Participant has referenced, or intends to reference, a SPURR Form 470 in connection with purchases under the RFP, then Participant (a) confirms that it is a member of SPURR, and (b) ratifies SPURR's issuance of the RFP and filing of Form 470 on Participant's behalf. Participant will deliver to SPURR upon request any documents reasonably necessary to evidence (a) or (b). SPURR will deliver to Participant upon request copies of all prior membership or ratification documents related to Participant in SPURR's possession or control.

5. Participant certifies that it will file all E-Rate forms and documents, and will comply with all E-Rate rules and regulations, related to the Services; provided, that SPURR is responsible for filing the referenced Form 470 and for conducting the RFP process. Participant will indemnify and hold harmless SPURR from any and all obligations arising from forms filed by Participant or from the acquisition by Participant of E-Rate funding for the Services.

C. VENDOR AGREES AS FOLLOWS:

1. Vendor agrees to the terms and conditions of the RFP and the SMC covering the requested Services.
2. Any additions or deletions to Services listed on this ATO shall be promptly reported to SPURR through an amendment to this ATO, signed by Participant and Vendor.
3. Vendor will indemnify, defend and save harmless SPURR and any Participant contracting with Vendor ("Indemnified Parties") from any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any attorney's fees or litigation expenses, which might be brought against or incurred by Indemnified Parties on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Vendor, its employees, agents, representatives, or subcontractors in connection with or incident to this ATO, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Vendor, or its subcontractors or claims under similar laws or obligations. Vendor's indemnification obligation will not extend to liability caused by the sole negligence of Indemnified Parties.
4. Vendor shall invoice each Participant directly for Services and shall promptly submit to SPURR electronic copies of each invoice. For each month or calendar quarter during which Participant pays for delivered Services (a "Reporting Period"), Vendor shall submit to SPURR, within fifteen (15) days after each Reporting Period, a report in acceptable Excel format on all Services delivered to and paid for by Participant during the Reporting Period. Each Participant is responsible for payment to Vendor.
5. Vendor shall pay to SPURR the Administrative Fee in accordance with the RFP and the SMC. SPURR does not charge fees to Participants under this program. The Administrative Fee shall not appear on invoices from Vendor to Participant.

QUOTE CONFIRMATION



DEAR KEVIN NELSON,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.
[Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MNFS268	12/21/2021	MNFS268	10633503	\$5,701.42

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Honeywell VoyagerCG 9540 Wired/USB Single-Line Laser Scanner Mfg. Part#: MK9540-32A38 UNSPSC: 43211701 Contract: MARKET	6	739595	\$174.19	\$1,045.14
Epson TM-T88V Monochrome Thermal Receipt Printer Mfg. Part#: C31CA85084 UNSPSC: 43212112 Contract: MARKET	4	2122878	\$332.16	\$1,328.64
HP Color LaserJet Enterprise M653dn - printer - color - laser Mfg. Part#: J8A04A#BGJ UNSPSC: 43212105 Contract: MARKET	1	4586709	\$1,807.46	\$1,807.46
Zebra DS9300 Series DS9308 - Standard Range (SR) - USB Kit - barcode scanner Mfg. Part#: DS9308-SR4U2100AZW Contract: MARKET	4	5832394	\$270.20	\$1,080.80

PURCHASER BILLING INFO	SUBTOTAL	\$5,262.04
Billing Address: SAN JOAQUIN LIBRARY SYSTEM ACCOUNTS PAYABLE 2420 MARIPOSA ST FRESNO, CA 93721-2204 Phone: (559) 600-6205 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	SALES TAX	\$439.38
	GRAND TOTAL	\$5,701.42
DELIVER TO	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
Shipping Address: SAN JOAQUIN LIBRARY SYSTEM KEVIN NELSON 2420 MARIPOSA ST FRESNO, CA 93721-2204 Phone: (559) 600-6205 Shipping Method: UPS Ground (2-3 days)		

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Jordan Hamu

(877) 881-6914

jordham@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2021 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000108060337.1	Sales Rep	Chris Mak
Total	\$28,731.55	Phone	(800) 456-3355, 6182369
Customer #	96545521	Email	Christopher_Mak@Dell.com
PO Number	2122015	Billing To	ACCOUNTS PAYABLE
Quoted On	Dec. 20, 2021		SJVLS
Expires by	Feb. 18, 2022		2420 MARIPOSA ST
Contract Name	Dell NASPO Computer		FRESNO, CA 93721-2204
Contract Code	Equipment PA - California		
Contract Code	C000000181156		
Customer Agreement #	MNWNC-108/7157034003		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Chris Mak

Shipping Group

Shipping To	Shipping Method
RECEIVING DEPT SJVLS 2420 MARIPOSA ST FRESNO, CA 93721-2204 (559) 600-6284	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Precision 3650 Tower	\$1,227.09	22	\$26,995.98

Subtotal:	\$26,995.98
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$6,210.60
Taxable Amount:	\$20,785.38
Estimated Tax:	\$1,735.57
Total:	\$28,731.55

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

RECEIVING DEPT
SJVLS
2420 MARIPOSA ST
FRESNO, CA 93721-2204
(559) 600-6284

Shipping Method

Standard Delivery

	Quantity	Subtotal
Precision 3650 Tower	22	\$26,995.98

Estimated delivery if purchased today:

Jan. 24, 2022

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
11th Generation Intel Core i5-11500, 12 MB Cache, 6 Core, 2.7 GHz to 4.6 GHz	338-BZKD	-	22	-
HEATSINK for 65W CPU	412-AAWJ	-	22	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	22	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	22	-
Precision 3650 Tower with 460W up to 90% efficient (80 Plus Gold) PSU, Advanced Front I/O, with SD card reader	321-BGKT	-	22	-
16GB (2x8GB) DDR4 UDIMM non-ECC Memory	370-AGEI	-	22	-
Intel Integrated Graphics	490-BBBS	-	22	-
C1: M.2 SSD Boot + Optional M.2 SSD (No SATA HDD)	449-BBWL	-	22	-
No RAID	780-BBCJ	-	22	-
256GB PCIe NVMe Class 40 M.2 SSD	400-BLQW	-	22	-
Thermal Pad 3640	412-AATT	-	22	-
No Hard Drive	400-AKZR	-	22	-
No Hard Drive	400-AKZR	-	22	-
No Hard Drive	400-AKZR	-	22	-
No Hard Drive	400-AKZR	-	22	-
No Hard Drive	400-AKZR	-	22	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	22	-
No Wireless LAN Card (no WiFi enablement)	555-BBFO	-	22	-
Not selected in this configuration	817-BBBC	-	22	-
Additional VGA Port	492-BCLN	-	22	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABDW	-	22	-
Bezel ODD	429-ABKQ	-	22	-
CMS Software not included	632-BBBJ	-	22	-
Intel Management Engine disabled	631-ACWK	-	22	-
Dell KB216 Wired Keyboard English	580-ADJC	-	22	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	22	-
ENERGY STAR Qualified	387-BBLW	-	22	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	22	-

Dell Precision TPM	340-ACBY	-	22	-
120mm Front Cooling Fan, Precision 36xx	384-BCVG	-	22	-
No Driver	555-BBNI	-	22	-
US Power Cord	450-AH DU	-	22	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	22	-
Quick setup guide, Precision 3650	340-CVFC	-	22	-
US Order	332-1286	-	22	-
SHIP,PWS,LNK,NO,NO,AMF	340-CBUU	-	22	-
Ship material - EPEAT Certification	340-COYI	-	22	-
460W Gold PSU label	389-DYMM	-	22	-
11th Gen Intel Core i5 non-vPro label	340-CUEW	-	22	-
Internal Speaker for Precision 3650	520-AASQ	-	22	-
No External ODD	429-ABGY	-	22	-
No AutoPilot	340-CKSZ	-	22	-
No Stand included	575-BBCH	-	22	-
No Additional Cable Requested	379-BBCY	-	22	-
OS-Windows Media Not Included	620-AALW	-	22	-
Not selected in this configuration	817-BBBC	-	22	-
SupportAssist	525-BBCL	-	22	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	22	-
Dell Optimizer for Precision	640-BBSC	-	22	-
Dell Premier Color 6.0	640-BBSH	-	22	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	22	-
Waves Maxx Audio	658-BBRB	-	22	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	22	-
No Anti-Virus Software	650-AAAM	-	22	-
Custom Configuration	817-BBBB	-	22	-
Precision 3650 Tower CTO BASE	210-AYSV	-	22	-
No UPC Label	389-BCGW	-	22	-
Dell Limited Hardware Warranty Plus Service	997-2808	-	22	-
ProSupport Plus: 7x24 Technical Support, 5 Years	997-2861	-	22	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	997-2870	-	22	-
ProSupport Plus: Accidental Damage Service, 5 Years	997-2879	-	22	-
ProSupport Plus: Next Business Day Onsite, 5 Years	997-6822	-	22	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	22	-

Subtotal:	\$26,995.98
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$1,735.57
Total:	\$28,731.55

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000108060451.1	Sales Rep	Chris Mak
Total	\$5,424.48	Phone	(800) 456-3355, 6182369
Customer #	96545521	Email	Christopher_Mak@Dell.com
PO Number	2122020	Billing To	ACCOUNTS PAYABLE
Quoted On	Dec. 20, 2021		SJVLS
Expires by	Feb. 18, 2022		2420 MARIPOSA ST
Contract Name	Dell NASPO Computer		FRESNO, CA 93721-2204
Contract Code	Equipment PA - California		
Contract Code	C000000181156		
Customer Agreement #	MNWNC-108/7157034003		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Chris Mak

Shipping Group

Shipping To	Shipping Method
RECEIVING DEPT SJVLS 2420 MARIPOSA ST FRESNO, CA 93721-2204 (559) 600-6284	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell 24 Monitor - E2422H, 60.47cm (23.8")	\$224.65	22	\$4,942.30

Subtotal:	\$4,942.30
Shipping:	\$0.00
Environmental Fee:	\$110.00
Non-Taxable Amount:	\$595.10
Taxable Amount:	\$4,457.20
Estimated Tax:	\$372.18
Total:	\$5,424.48

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To	Shipping Method
RECEIVING DEPT SJVLS 2420 MARIPOSA ST FRESNO, CA 93721-2204 (559) 600-6284	Standard Delivery

		Quantity	Subtotal
Dell 24 Monitor - E2422H, 60.47cm (23.8")	\$224.65	22	\$4,942.30
Estimated delivery if purchased today: Feb. 15, 2022 Contract # C000000181156 Customer Agreement # MNWNC-108/7157034003			

Description	SKU	Unit Price	Quantity	Subtotal
Dell 24 Monitor - E2422H, 60.47cm (23.8")	210-BBUR	-	22	-
Dell Limited Hardware Warranty	814-9340	-	22	-
Advanced Exchange Service, 5 Years	814-9343	-	22	-

Subtotal:	\$4,942.30
Shipping:	\$0.00
Environmental Fee:	\$110.00
Estimated Tax:	\$372.18
Total:	\$5,424.48

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.



CITY COUNCIL AGENDA – JANUARY 18, 2022

SUBJECT: Prop 68 Rural Recreation and Tourism Program Resolution

SOURCE: Parks and Leisure Services

COMMENT: The State's Proposition 68 Rural Recreation and Tourism Grant Program's intent is to create new recreational opportunities in rural communities that have a lack of outdoor recreation infrastructure. Projects that support both economic and health-related goals for residential recreation and will attract out-of-town visitors will be given priority. One of the examples of an eligible project is a sports complex that hosts tournaments and leagues. The project scope of this grant is to purchase and install eight lighted mini-pitch arenas, with seven being artificial turf and one a multi-sport surface.

At its meeting on March 2, 2021, the City Council provided direction on Community Development Block Grant program income derived from the sale of the Heritage Center and repayment of the Section 108 Loan. The Council's direction was to utilize those funds to develop lighted arena soccer and multi-sport fields on the City-owned property just north of the Heritage Center. The Proposition 68 Rural Recreation and Tourism Program grant is geared towards complementing this direction from the Council. In total, there would be ten (10) artificial turf and two multi-sport arenas if the City were to be awarded this grant. Having ten (10) multi-sport arenas would allow tournaments and leagues to be held in this complex, making the grant more competitive. In addition, no other city in the valley has a multi-sport arena outdoor complex, which will also make the application more competitive as it definitely would be a draw for out-of-town visitors. There would also be the potential to annually add more arenas, or other site amenities, with Community Development Block Grant funds.

RECOMMENDATION: That the City Council adopt the draft Resolution approving the application for Proposition 68 Rural Recreation and Tourism Program Funds.

ATTACHMENTS:

1. Draft Resolution
2. Locator Map

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____-2022

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING THE APPLICATION FOR
RURAL RECREATION AND TOURISM PROGRAM GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Rural Recreation and Tourism Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

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

**APPROVES THE FILING OF AN APPLICATION FOR THE PORTERVILLE
REGIONAL SPORTS COMPLEX; AND**

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to the Parks and Leisure Services Director to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

PASSED, APPROVED AND ADOPTED this 18th day of January, 2022.

Adrian Monte Reyes, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____

Patrice Hildreth, Chief Deputy City Clerk

Locator Map



**City Property
Heritage Center Area**

 Project Location

1 in = 400 feet



Date Printed: 2/23/2021 by the Community Development Department



CITY COUNCIL AGENDA – JANUARY 18, 2022

SUBJECT: Approval of Resolution to Execute the Airport Rescue Grant Agreement for the Porterville Municipal Airport

SOURCE: Finance

COMMENT: The Federal Aviation Administration (FAA) has notified the City of the Airport Rescue Grant offer of \$32,000 for the Porterville Municipal Airport. The purpose of this grant is to prevent, prepare for and respond to the coronavirus pandemic. Funds provided under this grant must be used only for purposes directly related to the airport, including the reimbursement of airport operational expenses like personnel, cleaning, sanitation, and janitorial services, combating the spread of pathogens at the airport.

FAA requires that the City accept the terms and conditions of the grant offer. It also requires that the City Council provide authority to the individual signing the grant agreement. Attached is a draft Resolution authorizing the Finance Director to execute the Airport Rescue Grant Agreement with the FAA for the Porterville Municipal Airport.

RECOMMENDATION: That the City Council approve the draft Resolution authorizing the Finance Director to execute the American Rescue Grant Agreement for the Porterville Municipal Airport.

ATTACHMENTS:

1. Draft Resolution
2. Airport Rescue Grant Transmittal Letter

Appropriated/Funded:

Review By:

Department Director:
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____ - 2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AUTHORIZING
THE EXECUTION OF THE AIRPORT RESCUE GRANT AGREEMENT,
GRANT NO. 3-06-0190-020-2022 FROM THE FEDERAL AVIATION ADMINISTRATION
FOR THE PORTERVILLE MUNICIPAL AIRPORT

WHEREAS, the Federal Aviation Administration (FAA) has allocated Airport Rescue Grant funds in the amount of \$32,000 for the Porterville Municipal Airport; and

WHEREAS, the purpose of the Airport Rescue Grant is to prevent, prepare for and respond to coronavirus; and

WHEREAS, this Airport Rescue Grant must only be used for purposes directly related to the airport including the reimbursement of the airport's operational expenses;

NOW, THEREFORE, the City Council of the City of Porterville, State of California, does hereby resolve as follows:

1. That the City Council accept the offer of Airport Rescue Grant funds from the Federal Aviation Administration and by such acceptance, agree to comply with all of the terms and conditions in the FAA Offer and in the Grant Application.
2. That the City Council authorize the Finance Director, on behalf of the City of Porterville, to sign any documents as may be necessary and required by the FAA for the acceptance of the grant funds.

PASSED, APPROVED, AND ADOPTED this 18th day of January, 2022.

Adrian Monte Reyes, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Western-Pacific Region
California

FAA SFO ADO
San Francisco Airports
District Office:
1000 Marina Blvd, Ste 220
Brisbane, CA 94005-1863

Airport Rescue Grant Transmittal Letter

January 10, 2022

Ms. Maria Bermis
Finance Director
City of Porterville
291 North Main Street
Porterville, CA 93257

Dear Ms. Bermis:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-06-0190-020-2022 for Porterville Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **January 24, 2022** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report (a sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

Amy Choi for Laurie Suttmeier
Amy Choi for Laurie Suttmeier (Jan 10, 2022 10:02 PST)

Laurie J. Suttmeier
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date January 10, 2022

Airport/Planning Area Porterville Municipal Airport

Airport Rescue Grant No. 3-06-0190-020-2022

Unique Entity Identifier 030969406

TO: City of Porterville
(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated July 6, 2021, for a grant of Federal funds at or associated with the Porterville Municipal Airport, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Porterville Municipal Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act.

Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Porterville Municipal incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$32,000, allocated as follows:
 - \$32,000 ARPA KW2022
2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
 - c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before January 24, 2022, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue

Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.

14. Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
 2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –
 - A. Associated with performance under this Airport Rescue Grant; or

- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
 - e. A court or grand jury;
 - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - g. An authorized official of the Department of Justice or other law enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

- b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated January 10, 2022

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Amy Choi for Laurie Suttmeier
Amy Choi for Laurie Suttmeier (Jan 10, 2022 10:02 PST)

(Signature)

Amy Choi for Laurie Suttmeier

(Typed Name)

Assistant Manager SFO ADO

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated

City of Porterville

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By:

(Type Name of Sponsor's Designative Official/Representative)

Title:

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at _____

By:

(Signature of Sponsor's Attorney)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 (“ARP Act,” or “the Act”), Public Law 117-2. As used herein, the term “public agency sponsor” means a public agency with control of a public-use airport; the term “private sponsor” means a private owner of a public-use airport; and the term “sponsor” includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs

related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **City of Porterville**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of July 6, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars



CITY COUNCIL AGENDA – JANUARY 18, 2022

SUBJECT: Status Report - Developer Impact Fees

SOURCE: Finance

COMMENT: Pursuant to Government Code Section 66006(b)(1), a detailed fund analysis of the capital improvement funds containing developer impact fees has been prepared. A copy of this analysis has been delivered to the Building Industry Association of Tulare/Kings Counties, Inc. (BIA), per their request.

The format and content of this analysis have been developed around criteria previously approved by the BIA.

RECOMMENDATION: That the City Council accept the Status Report on Developer Impact Fees for the fiscal year ended June 30, 2021.

ATTACHMENTS: 1. Developer Impact Fees Report FY 2020-2021

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

DEVELOPER IMPACT FEE SUMMARY

2020/21

	BEGINNING BALANCES AS OF JULY 1, 2020	FEE COLLECTED	INTEREST EARNED	ELIGIBLE D.I.F. EXPENDITURES	ENDING BALANCES AS OF JUNE 30, 2021
WATER ACREAGE FEE	\$ (21,517,282)	\$ 332,954	\$ 9,351	\$ (186,415)	\$ (21,361,392)
SEWER ACREAGE FEE	\$ (2,618,392)	\$ 187,647	\$ (2,604)	\$ (169,569)	\$ (2,602,918)
STORM DRAIN FEE	\$ 2,102,036	\$ 318,870	\$ 6,254	\$ (158,387)	\$ 2,268,773
TRANSPORTATION IMPACT FEE	\$ 1,939,911	\$ 248,585	\$ 7,601	\$ (150,000)	\$ 2,046,097
PARK IMPACT FEE	\$ -	\$ 131,796	\$ 165	\$ (131,961)	\$ -

**CITYOF PORTERVILLE
DEVELOPER FEE-FUNDED PROJECTS
2020/21**

	<u>Total Expenditure</u>	<u>Allowed D.I.F. Percentage</u>	<u>Eligible D.I.F. Expenditure</u>
<u>Water Projects</u>			
Villa St (Nupchi Xo'Oy)	\$ 24,953.19	100%	\$ 24,953.19
Olive Ave & Locust St	66,968.91	0%	\$ 0.00
Master plan update	87,327.50	100%	87,327.50
North St between Main & 2nd	137,963.23	0%	0.00
D St - Putnam to Oak water main upgrade	142,291.68	0%	0.00
East Porterville phase 2 project	8,395.60	0%	0.00
East Porterville water reservoir	26,625.25	0%	0.00
South recharge basin	529.13	0%	0.00
DR#23 dual recharge basin	25,267.09	0%	0.00
North recharge basin	54,977.52	0%	0.00
Well #37 - Beverly Grand	26,781.33	100%	26,781.33
Rehabilitate wells	2,083.18	100%	2,083.18
Household tank abandonment	26,047.92	0%	0.00
Well #35 - E Porterville	1,084,689.72	0%	0.00
SGMA compliance	106,904.80	0%	0.00
Auto radio read	222,456.10	0%	0.00
Masterplan payback - Summit Estates ph 2	70,223.00	100%	70,223.00
Urban water mangement plan	12,567.84	0%	0.00
Water infrastructure review	79,843.98	0%	0.00
JPA - satellite tertiary treatment plant	11,089.30	0%	0.00
DR#28 - S Jaye St basin	2,698.88	0%	0.00
DR#30 - airport/casino basin	1,836.00	0%	0.00
	<u>1,836.00</u>		<u>0.00</u>
WATER TOTAL	\$ <u>2,222,521.15</u>		\$ <u>186,415.01</u>

**CITYOF PORTERVILLE
DEVELOPER FEE-FUNDED PROJECTS
2020/21**

	<u>Total Expenditure</u>	<u>Allowed D.I.F. Percentage</u>	<u>Eligible D.I.F. Expenditure</u>
<u>Sewer Projects</u>			
Villa St (Nupchi Xo'Oy)	\$ 67,810.46	100%	\$ 67,810.46
Master plan payback	270.29	100%	270.29
Biosolids management plan	23,553.04	0%	0.00
Digester #3 repair/rehab	590,985.14	0%	0.00
Equipment canopy	7,000.00	0%	0.00
Nitrification/Denitrification study	40,656.08	0%	0.00
Digester cleaning	32,823.11	0%	0.00
Lift station upgrade	32,151.80	0%	0.00
Master plan update	101,173.79	100%	101,173.79
Tertiary treatment plant	314.03	100%	314.03
WWTF office building	32,535.01	0%	0.00
Sewer annexation - area 457	17,423.09	0%	0.00
Sewer annexation - area 471	14,325.88	0%	0.00
Sewer annexation - area 474	12,855.83	0%	0.00
Sewer annexation - area 475	84,201.33	0%	0.00
Sewer annexation - area 476	10,169.63	0%	0.00
Sewer annexation - area 478	42,169.99	0%	0.00
Sewer annexation - area 479	38,066.71	0%	0.00
Sewer annexation - area 480	<u>41.62</u>	0%	<u>0.00</u>
SEWER TOTAL	<u>\$ 1,148,526.83</u>		<u>\$ 169,568.57</u>

**CITYOF PORTERVILLE
DEVELOPER FEE-FUNDED PROJECTS
2020/21**

	<u>Total Expenditure</u>	<u>Allowed D.I.F. Percentage</u>	<u>Eligible D.I.F. Expenditure</u>
<u>Storm Drain Projects</u>			
Master plan payback - Summit Estates Ph 2	\$ 83,023.85	100%	\$ 83,023.85
Master plan update	75,362.71	100%	75,362.71
Thurman/3rd St storm drain	<u>936.54</u>	0%	<u>0.00</u>
STORM DRAIN TOTAL	\$ <u><u>159,323.10</u></u>		\$ <u><u>158,386.56</u></u>
<u>Transportation Projects</u>			
Debt service - 2015 Refinancing Project	\$ <u>150,000.00</u>	100%	\$ <u>150,000.00</u>
TRANSPORTATION TOTAL	\$ <u><u>150,000.00</u></u>		\$ <u><u>150,000.00</u></u>
<u>Park Projects</u>			
Debt service - sports complex	\$ 125,800.72	100%	\$ 125,800.72
Sports complex parking lease	<u>6,160.79</u>	100%	<u>6,160.79</u>
PARK TOTAL	\$ <u><u>131,961.51</u></u>		\$ <u><u>131,961.51</u></u>

CITY OF PORTERVILLE
DEVELOPER FEE RATE STRUCTURE
2020/21

	<u>Hillside Development</u>	<u>Single Family</u>	<u>Duplex</u>	<u>Multiple Family</u>	<u>Mobile Homes</u>	<u>Institutional</u>	<u>Commercial / Professional</u>	<u>Industrial</u>
Water Acreage Fee / Acre	\$ 1,945	\$ 4,055	\$ 10,151	\$ 23,699	\$ -	\$ 2,646	\$ 3,048	\$ 23,406
Sewer Acreage Fee / Acre	\$ 1,322	\$ 2,478	\$ 5,755	\$ 13,427	\$ -	\$ 933	\$ 3,499	\$ 14,938
Storm Drain Fee / Acre	\$ -	\$ 6,679	\$ 8,910	\$ 13,368	\$ -	\$ 17,816	\$ 17,816	\$ 17,816
Transportation Fee / Unit	\$ -	\$ 1,337	\$ 903	\$ 903	\$ -	\$ 3,677	\$ 6,994	\$ 1,043
Park Impact Fee / Unit	\$ -	\$ 887	\$ 689	\$ 689	\$ 498	\$ -	\$ -	\$ -

Note: Fees effective September 16, 2021



CITY COUNCIL AGENDA – JANUARY 18, 2022

SUBJECT: City Council Member Requested Agenda Item - Consideration and Review of the City's Fireworks Ordinance

SOURCE: City Manager's Office

COMMENT: Mayor Reyes has requested that the City Council consider and review the City's Fireworks Ordinance. Pursuant to the City Council Procedural Handbook, should the Council approve to consider Mayor Reyes' request, the subject would be considered as a Scheduled Matter at the Council's next regular meeting.

RECOMMENDATION: That the City Council approve Mayor Reyes' request to consider and review the City's Fireworks Ordinance as a Scheduled Matter at its next regular meeting.

ATTACHMENTS: 1. Municipal Code: Chapter 12, Article II. Fireworks

Appropriated/Funded:

Review By:

Department Director:
John Lollis, City Manager

Final Approver: John Lollis, City Manager

ARTICLE II. FIREWORKS

SECTION:

12-2.1: Definitions

12-2.2: Sales Of Fireworks; Permits Required

12-2.3: Public Displays Of Fireworks

12-2.4: Number Of Permits Limited/Preapplication

12-2.5: Sales Of Safe And Sane Fireworks; Applications For Permits

12-2.6: Permit Issuance Based On Drawing Selections

12-2.7: Period Of Discharge

12-2.8: Prohibitions On Discharge

12-2.9: Time Period For Sale

12-2.10: Prohibitions

12-2.11: Regulations Related To Fireworks Sales

12-2.12: Fireworks Stands; Requirements

12-2.13: Fireworks Stands; Locations

12-2.14: Certificate Of Insurance

12-2.15: State Fireworks Law

12-2.16: Revocation Of Permits

12-2.17: Nonissuance Of Permits

12-2.18: Seizure Of Fireworks

12-2.19: Exceptions

12-2.20: Violations; Penalties

12-2.21: Social Host

12-2.22: Reward Program

12-2.1: DEFINITIONS:

For the purposes of this article, definitions shall have the respective meaning ascribed to them in section 12500 et seq., of the Health And Safety Code of the State of California, and, unless otherwise apparent from the context, certain words and phrases used in this article are defined as follows:

CITY:	The City of Porterville.
DANGEROUS FIREWORKS:	Any fireworks specified as such in the state fireworks law, section 12500 et seq., of the Health And Safety Code of the state and such other fireworks as may be determined to be dangerous by the state fire marshal.
ELIGIBLE ORGANIZATION:	An organization which has met all of the following criteria for a continuous period of not less than one full year preceding submittal of an application for the permit required by this article (and which continues to do so thereafter): A. The organization must be a duly organized not for profit charitable, religious, civic, patriotic or community service organization; B. The organization must be headquartered within and clearly affiliated or identified with Porterville; C. The organization must be one which provides direct and regular community services and benefits to the citizens of the city; and D. The organization must hold its regularly scheduled meetings within the city; E. Must maintain a bona fide membership of at least twenty (20) members; F. The organization must have a tax exempt identification number assigned to them; G. One application per tax exempt ID number will be allowed; and

	H. One permit per tax exempt number will be allowed.
FIRE CHIEF:	The fire chief or his/her duly authorized designee.
FIREWORKS:	Any combustible or explosive composition, or any substance or combination of substances, or device prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation, and shall include blank cartridges, toy pistols, toy cannons, toy canes or toy guns in which explosives are used, firecrackers, torpedoes, skyrockets, roman candles, daygo bombs, sparklers or other devices of like construction and any devices containing any explosive or flammable compound, or any tablet or other device containing an explosive substance; except that the term "fireworks" shall not include any auto flares, paper caps containing not in excess of an average of twenty five one-hundredths (0.25) of a grain of explosive content per cap and toy pistols, toy canes, toy guns or other devices for use of such caps, the sale and use of which shall be permitted at all times.
SAFE AND SANE FIREWORKS:	Any fireworks which do not fall within the definition of "dangerous fireworks" or "exempt fireworks" per Health and Safety Code section 12529. The California state fire marshal's seal of registration shall be applied to all classified fireworks and pyrotechnic devices by a licensed manufacturer, importer, exporter or wholesaler and shall indicate the classification assigned by the state fire marshal.
STAND:	Any building, counter, or other structure of a temporary nature used in the sale or offering for sale of fireworks pursuant to a permit duly issued. (Ord. 1650 § 2, 4-6-2004; Ord. 1776, 4-5-2011; Ord. 1799, 11-5-2013; Ord. 1882, 5-4-2021)

12-2.2: SALES OF FIREWORKS; PERMITS REQUIRED:

- A. It shall be unlawful for any person to sell or offer for sale any dangerous fireworks in the city.
- B. It shall be unlawful for any person to sell or offer for sale any "safe and sane" fireworks in the city without first obtaining a permit therefor. (Ord. 1650 § 3, 4-6-2004; Ord. 1882, 5-4-2021)

12-2.3: PUBLIC DISPLAYS OF FIREWORKS:

The fire chief shall have power to adopt reasonable rules and regulations for the granting of permits for supervised public displays of fireworks by a jurisdiction, fair associations, amusement parks, other organizations or for use of fireworks by artisans in pursuit of their trade. Every such use or display shall be handled by a licensed operator approved by the fire chief and shall be of such character and so located, discharged or fired so as, in the opinion of the fire chief after proper investigation, not to be hazardous to property or endanger any person. Said rules and regulations are as follows:

- A. Applications: Applications for permits shall be made in writing at least ten (10) days in advance of the date of the display. After such privilege shall be granted, sale, possession, use and distribution of fireworks for such display shall be lawful for that purpose only. No permit granted hereunder shall be transferable.
- B. Bond For Fireworks Display Required: The permittee shall furnish a bond or certificate of insurance in an amount deemed adequate by the city's risk manager for the payment of all damages which may be caused either to a person or persons or to property by reason of the permitted display and arising from any acts of the permittee, his agents, employees or subcontractors.
- C. Disposal of Unfired Fireworks: Any fireworks that remain unfired after the display is concluded shall be immediately disposed of in a way safe for the particular type of fireworks remaining. (Ord. 1650 § 3, 4-6-2004; Ord. 1776, 4-5-2011; Ord. 1882, 5-4-2021)

12-2.4: NUMBER OF PERMITS LIMITED/PREAPPLICATION:

The maximum number of permits to sell "safe and sane" fireworks which may be issued pursuant to this article during any one calendar year shall not exceed one permit for each four thousand (4,000) residents of the city, or major fraction thereof, based on the most recent population figure as determined by the federal decennial census and updated annually by the California state department of finance. If the number of preapplications received up to and including the last day for making applications pursuant to this article exceeds the number of permits to be issued for the city, the fire chief shall thereafter supervise a public drawing to determine an order of priority for each preapplication. Preapplications can be obtained at the fire department or online at the city of Porterville's website between January 1 and the last business day of January. All applicants will be assigned a number in the order in which the preapplication is received. The drawing will be held between February 16 and February 28 each year. (Ord. 1799, 11-5-2013; Ord. 1882, 5-4-2021)

12-2.5: SALES OF SAFE AND SANE FIREWORKS; APPLICATIONS FOR PERMITS:

Permits to sell "safe and sane" fireworks shall be issued by the fire chief. Application packets for a permit will be furnished to eligible organizations whose number has been drawn. Each organization must meet all the applicable requirements set forth in the application for permits section and the permit issuance section.

- A. Any eligible organization desiring to sell "safe and sane" fireworks in the city of Porterville shall obtain a permit application from the fire department. Permit applications shall be obtained during the period commencing the first business day of March and ending the last business day in March.

B. Such applications shall be signed by a bona fide officer of the eligible organization, wherein the officer, on behalf of the organization and its agents, shall agree to abide by state laws and administrative regulations and all the stipulations of this code and the permit if permission to operate a fireworks stand shall be granted to the organization.

C. Completed applications shall be returned to the fire department no later than five o'clock (5:00) P.M. on the last business day of March each year. Any eligible organization making an application for such permit to sell "safe and sane" fireworks that fails to return the completed application prior to five o'clock (5:00) P.M. on the last regular business day in March shall not be issued a permit to sell "safe and sane" fireworks.

D. The licensee shall use the net proceeds derived from its operations under such license only for such nonprofit, charitable, religious or eleemosynary service projects that shall be of direct benefit to the city of Porterville and for no other purpose. (Ord. 1650 § 3, 4-6-2004; Ord. 1776, 4-5-2011; Ord. 1799, 11-5-2013; Ord. 1882, 5-4-2021)

12-2.6: PERMIT ISSUANCE BASED ON DRAWING SELECTIONS:

A. All eligible organizations shall obtain and submit to the fire department the following forms supplied by the fire department. Forms will be supplied to those organizations whose drawn assigned number is sequentially within the total number of permits to be issued. All other applicants will be placed on a waiting list in the sequence of their drawn assigned number. If an applicant does not satisfy the requirements of this section within the time periods identified in this section, the next drawn assigned number on the waiting list will be notified and provided with the following paperwork:

1. The property owner's release form signed by the property owner authorizing permission to erect a fireworks stand on his property;

2. The fireworks storage form indicating where and how the fireworks will be stored when not in the approved stand;

3. The state fire marshal's license to sell safe and sane fireworks;

4. A copy of the temporary seller's permit issued by the state board of equalization; and

a. The certificate of insurance required by section 12-2.14 of this article.

b. A statement of organization eligibility.

c. A site plan indicating location of stand, distance to nearest building, ingress, egress, parking, etc.

B. These forms must be returned to the fire department by the last business day of March.

C. No permit issued or authorized shall be transferable or assignable.

D. When all the application requirements have been completed and the fireworks stand location has been approved, the fire department shall authorize the erection of a fireworks stand. Each qualified organization shall pay to the administrative services director or designee a permit fee amount as listed in the master administrative fee schedule amended from time to time by resolution of the city council. This fee will include a refundable cleanup deposit. Each permit shall be for only one stand per eligible organization and shall be forwarded to the fire department for delivery as set forth in subsection E of this section.

E. Permits will be effective only when issued by the fire department after the final inspection of the stand shows compliance with all the requirements of this article. (Ord. 1650 § 3, 4-6-2004; Ord. 1776, 4-5-2011; Ord. 1799, 11-5-2013; Ord. 1882, 5-4-2021)

12-2.7: PERIOD OF DISCHARGE:

Safe and sane fireworks, as defined by section 12529 of the California Health And Safety Code, as amended ("fireworks"), may be discharged within the city limits of the city of Porterville ("city") during the period beginning at twelve o'clock (12:00) noon on June 28 and ending at eleven fifty nine o'clock (11:59) P.M. on July 4 of any year. (Ord. 1776, 4-5-2011; Ord. 1882, 5-4-2021)

12-2.8: PROHIBITIONS ON DISCHARGE:

It shall be unlawful for any person to ignite, explode, project, or otherwise fire or use, or permit the ignition, explosion or projection of any fireworks upon, over, or onto the private property of another, or to ignite, explode, project, or otherwise fire or make use of any fireworks within fifteen feet (15') of any residence, dwelling or any other structure, public property, fields or waterway. (Ord. 1776, 4-5-2011; Ord. 1882, 5-4-2021)

12-2.9: TIME PERIOD FOR SALE:

Safe and sane fireworks" may be sold within the city limits of the city of Porterville during the period beginning twelve o'clock (12:00) noon on June 28 and ending at ten o'clock (10:00) P.M. on July 4. The hours of operation of any stand shall be limited to nine o'clock (9:00) A.M. to ten o'clock (10:00) P.M. daily during the days identified in this article, except that hours of operation of any stand on June 28 shall commence at twelve o'clock (12:00) noon. (Ord. 1650 § 3, 4-6-2004; Ord. 1882, 5-4-2021)

12-2.10: PROHIBITIONS:

A. The manufacture of fireworks is prohibited within the jurisdiction.

B. No person shall possess, sell, deliver, deal in, use, explode or fire, or cause to be used, exploded or fired, any form of fireworks designated as "dangerous fireworks" by section 12505 of the Health And Safety Code of the state of California.

C. The possession, sale, delivery, dealing in, use, exploding or firing of any form of fireworks designated as "safe and sane fireworks" by section 12529 of the Health and Safety Code of the state of California is expressly prohibited, except as limited by this article.

D. It shall be unlawful to store any fireworks in any residence, home, garage, or automobile within the city of Porterville. It shall also be unlawful to store any fireworks in any building or other place within the city of Porterville without having first applied for and received a permit pursuant to section 12-2.2 of this article.

E. No fireworks shall be stored within one hundred feet (100') of any gasoline service station or any garage located within twenty five feet (25') of any other structure. Any facility for the storage of fireworks shall maintain a minimum setback from the street curbing of ten feet (10').

F. No person shall light, or cause or permit to be lighted, any fireworks, or any other article or material, within any structure approved for fireworks storage, or within fifty feet (50') thereof.

G. No smoking shall be allowed in any structure that is used for storing fireworks nor within fifty feet (50') of said structure. "No Smoking" signs shall be prominently displayed. (Ord. 1650 § 4, 4-6-2004; Ord. 1776, 4-5-2011)

H. Notwithstanding anything to the contrary, "piccolo pete", "whistling pete", or "whistling phantom" type fireworks (including other fireworks of similar design, construction and performance) shall not be manufactured, possessed, delivered, used, discharged, displayed, or sold separately or in combination with otherwise allowed fireworks. The possession, manufacture, storage, sale, handling, use, and discharge of fireworks of this type are subject to the penalties outlined in Section 12-2.20.A of this Code. (Ord. 1650 § 4, 4-6-2004; Ord. 1776, 4-5-2011; Ord. 1882, 5-4-2021)

12-2.11: REGULATIONS RELATED TO FIREWORKS SALES:

A. It shall be unlawful for any eligible organization to which a permit has been issued:

1. To operate in violation of California Code of Regulations title 19, chapter 6, regulating the storage, transportation, sale and use of fireworks.
2. To obtain or use more than one permit for one stand per year.
3. To fail to clear all flammable or burnable materials within thirty feet (30') from any fireworks stand and to maintain such conditions during the period prescribed for the sale of fireworks.
4. To allow smoking within fifty feet (50') of any such business location or stand or to fail to post "No Smoking" signs with such wording in red letters not less than four inches (4") in height on a white background on all sides of any such stand.
5. To fail to have immediately available within the stand a certified fire extinguisher or other fire extinguishing device of a type approved by the fire department.
6. To sell fireworks earlier than twelve o'clock (12:00) noon on June 28 or later than ten o'clock (10:00) P.M. on July 4.
7. To fail to dismantle and remove any stand or structure of any nature where fireworks were sold as of five o'clock (5:00) P.M. July 8.
8. To sell fireworks to persons under sixteen (16) years of age.

B. No person other than a member (or their spouse) of the organization or a volunteer who is associated with the organization having a permit shall be permitted to sell or otherwise participate in the sale of fireworks. All fireworks stands shall have the safety regulations posted inside the stand in an approved location. The size of the safety poster will be approved and provided by the fire department. A maximum of one member for every four (4) linear feet of stand is permitted within the stand at any one time (i.e., if the stand is 32 feet long, 32 divided by 4 equals 8 members allowed in the stand) and all persons selling fireworks must be at least eighteen (18) years old.

C. No sleeping inside the fireworks stand will be permitted at any time.

D. No person shall use or handle fireworks while under the influence of intoxicating liquids or narcotics. Alcohol and narcotics are prohibited within the fireworks stand.

E. All electrical/spark producing appliances (fans, coolers, air conditioners, etc.) are prohibited inside the fireworks stands and shall not block the means of egress.

F. Those fireworks which are classified as "dangerous" fireworks under Section 12505 of the California Health and Safety Code are prohibited, except that such fireworks as are defined and classified as "safe and sane fireworks" in Section 12529 of the California Health and Safety Code may be displayed, sold and used pursuant to the provisions of this chapter and not otherwise. Notwithstanding anything to the contrary, "piccolo pete", "whistling pete", or "whistling phantom" type fireworks (including other fireworks of similar design, construction and performance) shall not be manufactured, possessed, delivered, used, discharged, displayed, or sold separately or in combination with otherwise allowed fireworks. The possession, manufacture, storage, sale, handling, use, and discharge of fireworks of this type are subject to the penalties outlined in Section 12-2.20.A of this Code. (Ord. 1650 § 4, 4-6-2004; Ord. 1776, 4-5-2011; Ord. 1799, 11-5-2013; Ord. 1882, 5-4-2021)

12-2.12: FIREWORKS STANDS; REQUIREMENTS:

All retail sales of "safe and sane fireworks" shall be permitted only from within a temporary fireworks stand and sales from any other building or structure is prohibited. Temporary stands shall be subject to the following provisions:

A. No fireworks stand shall be located within twenty five feet (25') of any other building or within one hundred feet (100') of a gasoline pump, or within one hundred feet (100') of another fireworks stand, when measured closest point to closest point. Canopies within ten feet (10') of a stand shall be considered an extension of the stand for measurement of setback distances. Minimum setback from the street curbing, alley, or driveway shall be ten feet (10'). Stands shall not cover or impede any public rights of way.

B. No stand shall have a floor area in excess of four hundred (400) square feet. The width and length of each stand shall be a maximum of ten feet by forty feet (10' x 40'), respectively.

C. Each stand must have at least two (2) exits located on separate walls. Fireworks stands with only three (3) sides and open from the back will not require exits. Fireworks stands shall have exits at least thirty inches (30") in width at both ends of the structure. An aisle with a minimum width of thirty inches (30") shall lead to each exit. Exits shall remain unobstructed. No supplies or other

materials shall be stored in front of exit doors. All exit doors shall remain unlocked and unlatched whenever the stand is occupied.

D. Each stand shall keep easily accessible a minimum of one 2 1/2-gallon water pressure type fire extinguisher and one 2A10BC rated dry chemical fire extinguisher and each shall be in good working order and bear a current inspection sticker. Extinguishers must be of a type approved for such use by the Porterville fire department.

E. All stands must be constructed of solid wood or metal.

F. After hours, stands must be properly secured or a security guard must be provided to patrol the premises. Under no circumstances shall the night watchman sleep within the fireworks stand.

G. All unsold stock and accompanying litter shall be removed from the location by five o'clock (5:00) P.M. July 5.

H. Fireworks stand may be brought to the site one week prior to June 28 and must be dismantled and removed by five o'clock (5:00) P.M. July 8.

I. Temporary lighting may be installed in the fireworks stands. Approved temporary lights must have a guard protecting the bulb/fixture and all wiring and fixtures must be 3-wire and grounded.

J. Primary power to the temporary lighting may be by means of on site commercial power in a fixed facility or by means of an on site portable generator. Generators must be located at least twenty five feet (25') from the fireworks stand. Location of portable generators must be approved by fire department.

K. Fuel for portable generators is not allowed to be kept on the premises.

L. No switches, electrical receptacles (plug ins), or splices are permitted within the stand.

M. Extension cords to the stand are to be heavy duty, minimum of fifteen (15) amp capacity, and protected from vehicular damage. Romex is not an acceptable extension cord.

N. All trash shall be removed from the premises and the fireworks stand each evening at the close of business.

O. No person shall light, or cause or permit to be lighted, any fireworks or any other article or material within any such stand, or within fifty feet (50') thereof.

P. No alcoholic beverages shall be allowed on the premises. No person who is under the influence of alcoholic beverages shall enter or be allowed into the sales booth.

Q. Signage will be clearly displayed at each site providing for the fines as specified in section 12-2.20 of this article.

R. Canopies within twenty five feet (25') of a stand must be labeled by the manufacturer as fire resistive. The total allowable canopy area within twenty five feet (25') of a stand shall be no larger than two hundred (200) square feet.

S. Canopies within twenty five feet (25') of a stand shall meet the requirements set forth in the California code of regulations title 24, part 9, chapter 24 and title 19, division 1. (Ord. 1650 § 4, 4-6-2004; Ord. 1776, 4-5-2011; Ord. 1799, 11-5-2013; Ord. 1882, 5-4-2021)

12-2.13: FIREWORKS STANDS; LOCATIONS:

A. In no instance shall any fireworks stand be located within a residential zoned district.

B. No stand shall be located closer than one hundred feet (100') from another. (Ord. 1776, 4-5-2011; Ord. 1882, 5-4-2021)

12-2.14: CERTIFICATE OF INSURANCE:

Prior to the issuance of a permit, the eligible organization shall procure a certificate of insurance acceptable to the city. The certificate shall name the city of Porterville, its officers, agents, employees and volunteers as "additional insured". The certificate shall evidence coverage in an amount determined by the city's risk manager; providing, however, the amount shall not be less than one million dollars (\$1,000,000.00) combined bodily injury and property damage for each occurrence, and the deductible, if any, shall not be greater than one thousand dollars (\$1,000.00). The certificate shall specify the time, location, and dates to be covered by the policy. The certificate shall be provided to the fire department no later than five o'clock (5:00) P.M. on the last regular business day in March of the subject year or at such other time as the chief of the fire department may allow. (Ord. 1330, 5-7-1985; Ord. 1568, 1-19-1999; Ord. 1601, 5-1-2001; Ord. 1799, 11-5-2013; Ord. 1882, 5-4-2021)

12-2.15: STATE FIREWORKS LAW:

The provisions of this article shall be construed so as not to conflict with the state fireworks law. (Ord. 1330, 5-7-1985; Ord. 1568, 1-19-1999; Ord. 1601, 5-1-2001; Ord. 1882, 5-4-2021)

12-2.16: REVOCATION OF PERMITS:

Any violation of this article or other city laws, or the terms and conditions of the permit, or state laws or administrative regulations, or safety rules of the fire department shall be grounds for the immediate revocation of the permit. All officers, agents, and employees of the eligible organization shall be responsible for compliance with all the provisions of this article. (Ord. 1330, 5-7-1985; Ord. 1568, 1-19-1999; Ord. 1601, 5-1-2001; Ord. 1882, 5-4-2021)

12-2.17: NONISSUANCE OF PERMITS:

The final decision to issue permits shall rest with the fire chief. In cases such as civil unrest, severe drought conditions, or any other such situation deemed to be harmful or to have the possibility of creating an extreme hazard to persons and/or property the fire chief shall be the final authority in granting permits for fireworks sales. The right to refuse permits to applicants who have violated the regulations in this article in previous years shall also rest with the fire chief. (Ord. 1330, 5-7-1985; Ord. 1568, 1-19-1999; Ord. 1601, 5-1-2001; Ord. 1882, 5-4-2021)

12-2.18: SEIZURE OF FIREWORKS:

The fire chief shall have the authority to seize, take, remove, or cause to be removed at the expense of the owner, all stocks of fireworks offered or exposed for sale, stored, or held in violation of this article. (Ord. 1776, 4-5-2011; Ord. 1882, 5-4-2021)

12-2.19: EXCEPTIONS:

Nothing in this article shall be construed as prohibiting the use of torpedoes, flares, or fuses by railroads or other transportation agencies for signal purposes of illumination; or the sale or use of blank cartridges for ceremonial purposes, athletic, or sports events or military ceremonials or demonstrations; or the sale, discharge or display of fireworks by permittees having a permit as herein provided; or the use and display of fireworks of whatever nature by any person engaged in the production of motion pictures, theatricals, or operas when such use and display is a necessary part of such production; or the transportation of fireworks through the city in regular course, and in original packages or containers from any point outside of the city to any other point outside the city. (Ord. 1330, 5-7-1985; Ord. 1568, 1-19-1999; Ord. 1601, 5-1-2001; Ord. 1882, 5-4-2021)

12-2.20: VIOLATIONS; PENALTIES:

A. The maximum fines for any violation related to the improper use, or any violation of the provisions outlined in this Chapter for the manufacture, possession, sale, delivery, use, or discharge of "Safe and Sane" fireworks within the City of Porterville, or any other violation of this Chapter other than the violations set forth in subsection (B) below, or unless otherwise specified in this Chapter, shall be:

1. One-thousand dollars (\$1,000) for the first offense; and
2. Two-thousand five hundred dollars (\$2,500) for the second offense within 36 months of the previous violation; and
3. Five-thousand dollars (\$5,000) for each subsequent offense within 36 months of the previous violation.

B. The maximum fines for the manufacture, possession, sale, delivery, use, or discharge of dangerous fireworks within the city of Porterville shall be:

1. Two-thousand five hundred dollars (\$2,500) for the first offense; and
2. Five-thousand dollars (\$5,000) for the second offense within 36 months of the previous violation; and
3. Ten-thousand dollars (\$10,000) for each subsequent offense within 36 months of the previous violation.

C. Any administrative fine or administrative civil penalty assessed pursuant to this Chapter 12-2, shall provide for cost reimbursement to the Office of the State Fire Marshal and the collection of disposal costs pursuant to Health and Safety Code Section 12557.

D. Chapter 12-2 shall be limited to apply only to a person, organization, group, association, etc., who possesses or the seizure of 25 pounds or less of dangerous fireworks.

E. Any administrative fine or administrative civil penalty collected pursuant to this Chapter 12-2, shall not be subject to Health and Safety Code Section 12706, Disposition of Fines and Forfeitures. (Ord. 1799, 11-5-2013; Ord. 1882, 5-4-2021)

12-2.21: SOCIAL HOST:

A. Findings, Intent and Purpose.

1. Findings. The City Council, pursuant to the police powers delegated to it by the California Constitution, has the authority to enact laws which promote the public health, safety and general welfare of its residents. The illegal possession, manufacture, storage, sale, handling, use, and discharge of fireworks, defined as "Dangerous Fireworks" in Section 12-2.1 of this code, on private property is harmful to and creates a threat to public health, safety, quiet enjoyment of residential property and the general welfare. While the discharge of illegal fireworks can be tied to a particular residence or property, it is often difficult to tell who at the residence or property discharged the illegal firework(s). The owner or tenant of the premises is often in the best position to control, and knows or should know of the possession, manufacture, storage, sale, handling, use, or discharge of illegal fireworks on his/her residence or commercial premises. The City Council finds that in too many cases, persons having possession or control of private property where the illegal possession, manufacture, storage, sale, handling and use of fireworks occurs, have failed to ensure that illegal fireworks are not possessed, manufactured, stored, sold, handled, used, or discharged on their property. Furthermore, problems associated with the illegal possession, manufacture, storage, sale, handling, use and discharge of fireworks are difficult to prevent and deter unless the Fire Chief, Police Chief, or other designated official of the City of Porterville has the legal authority to cite the owner or tenant of the premises where illegal fireworks are possessed, manufactured, stored, sold, handled, used or discharged.

2. Intent. The intent of this section is to protect the public health, safety, quiet enjoyment of residential property, and general welfare, rather than to punish. An ordinance that imposes liability on property owners or tenants for allowing the possession, manufacture, storage, sale, handling or use of illegal fireworks on their property is necessary to deter and prevent such possession, manufacture, storage, sale, handling, use, or discharge and to deter persons who actively and passively aid, allow, or tolerate such activities on their property.

3. Purposes. The purposes of this section are to protect the public health, safety and general welfare, to deter the possession, manufacture, storage, sale, handling, use or discharge of illegal fireworks, and to reduce the costs of providing police, fire, and other emergency response services to areas where illegal fireworks are being possessed, manufactured, stored, sold, handled, used, or discharged. These purposes are implemented by the imposition of a civil money penalty against social hosts (landowners or tenants) who actively or passively aid, allow or tolerate the possession, manufacture, storage, sale, handling, use, or discharge of illegal fireworks on their property.

4. Declaration. For these reasons, the City Council declares that the possession, manufacture, storage, sale, handling, use, or discharge of illegal fireworks is a threat to the peace, health, safety and general welfare of the public. Such actions constitute a public nuisance as they affect at the same time the entire community of the City of Porterville as well as the neighborhoods in which they occur. The nuisance created thereby presents an immediate threat to the public health and safety, warranting summary abatement by the Fire Chief, Police Chief, or other City of Porterville designated official under Government Code Section 38773.

B. Definitions. For the purposes of this section, the following terms shall have the following meanings:

RESIDENCE or OTHER PRIVATE PROPERTY:	A home, yard, apartment, condominium, hotel or motel room, or other dwelling unit, or a hall, meeting room, office, land or building, whether occupied on a temporary or permanent basis, whether occupied as a dwelling, business, or location for parties or other social functions, and whether owned, leased, rented, or used with or without compensation.
RESPONSIBLE PERSON:	A person or persons with a right of possession of the residence or other private property at which illegal fireworks are possessed, manufactured, stored, handled, used or discharged, including but not limited to: a. Any owner of the residence or other private property, meaning the record owner of the title to property as of the time of the possession, manufacture, storage, sale, handling or use of illegal fireworks, wherever that person or entity resides at that time; b. A tenant or lessee of the residence or other private property at the time when illegal fireworks are possessed, manufactured, stored, handled, used or discharged; c. The person(s) in charge of the residence or other private property at the time when illegal fireworks are possessed, manufactured, stored, sold, handled, used or discharged; d. The person(s) who organizes, supervises, officiates, conducts or controls the gathering or any other person(s) accepting responsibility for such a gathering where illegal fireworks are possessed, manufactured, stored, sold, handled, used or discharged. A responsible person need not be present at the time illegal fireworks are possessed, manufactured, stored, sold, handled, used, or discharged in order for the City of Porterville to impose civil money penalties upon such responsible person. Prior knowledge of the possession, use, manufacture, storage, sale, handling, use, or discharge of illegal fireworks is not prerequisite to a finding that any specific individual is a responsible person as defined by this section.

C. Responsibility for Proper Property Management. Every owner, occupant, lessee, tenant or holder of any possessory interest of a residence or other private property within the City of Porterville is required to maintain, manage and supervise the property and all persons thereon in a manner so as not to violate the provision of this section. The owner of the property may remain liable for such violations regardless of any contract or agreement with any third party regarding the property.

D. Penalties for Violation.

1. It is a civil violation of this section, and a public nuisance constituting an immediate threat to public health and safety warranting all remedies otherwise permitted by this Code including but not limited to summary abatement, for any responsible person to conduct or allow illegal possession, manufacture, storage, sale, handling, use, or discharge of fireworks on his/her residential or other private property. Such a violation additionally subjects any and all responsible persons to the civil money penalties specified in Section 12-2.10.B of this code.

2. In the event that a juvenile hosts a gathering at a residence or other private property at which illegal possession, manufacture, storage, sale, handling, use, or discharge of fireworks occurs, then the parents or guardians of that juvenile will be jointly and severally liable for any penalties incurred pursuant to this section.

E. Social host liability.

1. The City, in its discretion, may opt to not hold a private property owner liable under this section for a violation of Sections 12-2.7, 12-2.8, or 12-2.10, on that property if the owner can demonstrate that at the time of such violation if they:

- Had rented or leased the property to another;
- Were not present;
- Had no prior knowledge of, or reason to know of the violation; and
- There has been no prior notice of violation or citation issued to the particular occupant at the premises.

2. No person who has the right to use, possess or occupy a unit in a multifamily residential property under a lease, rental agreement or contract shall be liable under this section for violations of Sections 12-2.7, 12-2.8, or 12-2.10 occurring in the common areas of the property, solely on the basis of that right to use, possess or occupy that unit.

3. Nothing in this section shall limit the liability of any social host for a violation of Section 12-2.7, 12-2.8, or 12-2.10 by the social host.

F. Additional Remedies/Penalties. Violations may be deemed a misdemeanor or infraction. Any person who violates any provision of this chapter is guilty of an infraction or a misdemeanor at the discretion of the city attorney. Upon conviction, the person is subject to punishment by as prescribed in Section 1-9 and any other applicable available remedies in this Code. To the fullest extent permitted by law, that person shall also be responsible for all costs associated with the safe disposal of all confiscated

fireworks as well as all expenses, costs, fees and fines associated with the investigation of the charges, as well as all expenses and costs associated with any emergency response, by fire, police, building and safety and code enforcement departments as a result of a violation.

G. Administrative citation and fine.

1. A peace officer or code enforcement officer may issue an administrative citation and fine for the violation of any of the provisions of this chapter as provided in Chapter 2, Article XIV of the Porterville Municipal Code, without prior issuance of a notice of violation. In addition to the proscribed penalties, and to the fullest extent permitted by law, the person shall also be responsible for all costs associated with the safe disposal of all confiscated fireworks as well as all expenses, costs, fees and fines associated with the investigation of the charges, as well as all expenses and costs associated with any emergency response, by fire, police, animal control, building and safety, and code enforcement departments as a result of a violation.

2. The administrative citation fines shall be as defined in Section 12-2.20.

3. All administrative citation procedures, including appeal procedures, as set forth in Chapter 2, Article XIV of the Porterville Municipal Code shall be applicable to administrative citations issued for violations of this chapter.

H. Remedies cumulative. The remedies provided in this chapter are not to be construed as exclusive remedies and, in the event of violation, the city may pursue any proceedings or remedies otherwise provided by law.

I. Assessment against property for unpaid costs. If the administrative costs and the cost of removal which are charged against the owner of a parcel of land pursuant to Sections 12-2.18, 12-2.20, and this section 12-2.21 are not paid within thirty days of the date of the order, or the final disposition of an appeal therefrom, such costs may be assessed against the parcel of land pursuant to Section 38773.5 of the Government Code and may be transmitted to the tax collector for collection. Said assessment shall have the same priority as other city taxes.

J. Cost assessment. If the City opts for enforcement pursuant to subsection I. above, City officials investigating the firework abatement matter shall keep an account of the cost of abatement on each separate lot or parcel of land where the work is done. After confirmation of an account report, on or before August 10 of each year, a certified copy of the confirmed report shall be filed with the Tulare County auditor for the amounts of the respective assessments against the respective parcels of land as they appear on the current assessment roll. They shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for property taxes. All laws and ordinances applicable to the levy collection and enforcement of city taxes are made applicable to such special assessments, and the lien of said assessment shall have priority of the taxes with which it is collected. (Ord. 1882, 5-4-2021)

12-2.22: REWARD PROGRAM:

The City Council is authorized to establish, by Resolution, a reward program, using funds consisting of fines collected from firework violations, to pay to individuals providing information leading to the identification and successful criminal or civil prosecution of any person violating the Porterville City Code related to the unlawful possession, use, manufacture, storage, sale, handling, use, or discharge of dangerous fireworks. (Ord. 1882, 5-4-2021)



CITY COUNCIL AGENDA – JANUARY 18, 2022

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 21, 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. On January 4, 2022, the State Water Resources Control Board adopted emergency regulations to supplement voluntary water conservation.

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

Item No. 14.

- 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: Emergency Regulation - Water Conservation; January 4, 2022
 6. 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

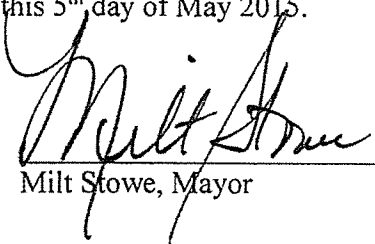
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

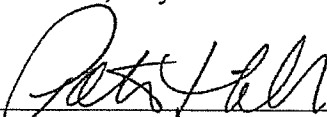
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance, 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

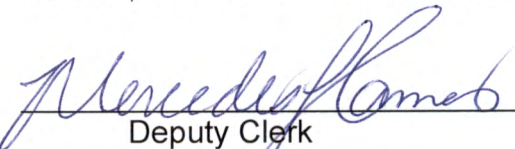
ABSTAIN: NONE

ABSENT: NONE

ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS



BY:


Deputy Clerk

**STATE WATER RESOURCES CONTROL BOARD
RESOLUTION NO. 2022-0002**

**TO ADOPT AN EMERGENCY REGULATION
TO SUPPLEMENT VOLUNTARY WATER CONSERVATION**

WHEREAS:

1. On April 21, May 10, and July 8, 2021, Governor Newsom issued proclamations that a state of emergency exists in a total of 50 counties due to severe drought conditions and directed state agencies to take immediate action to preserve critical water supplies and mitigate the effects of drought and ensure the protection of health, safety, and the environment.
2. On October 19, 2021, Governor Newsom signed a proclamation extending the drought emergency statewide and further urging Californians to reduce their water use.
3. There is no guarantee that winter precipitation will alleviate the current drought conditions.
4. Many Californians have taken bold steps over the years to reduce water use; nevertheless, the severity of the current drought and uncertainty about Water Year 2022 require additional conservation actions from residents and businesses.
5. Water conservation is the easiest, most efficient, and most cost-effective way to quickly reduce water demand and extend supplies into the next year, providing flexibility for all California communities. Water saved is water available next year, giving water suppliers the flexibility to manage their systems efficiently. The more water that is conserved now, the less likely it is that a community will experience such dire circumstances or that water rationing will be required.
6. Most Californians use more water outdoors than indoors. In many areas, 50 percent or more of daily water use is for lawns and outdoor landscaping. Outdoor water use is generally discretionary, and many irrigated landscapes would not suffer greatly from receiving a decreased amount of water.

7. Public information and awareness are critical to achieving conservation goals, and the Save Our Water campaign ([SaveOurWater.com](https://www.saveourwater.com)), run jointly by the Department of Water Resources (DWR) and the Association of California Water Agencies, is an excellent resource for conservation information and messaging that is integral to effective drought response.
8. [SaveWater.CA.Gov](https://www.savewater.ca.gov) is an online tool designed to help save water in communities. This website lets anyone easily report water waste from their phone, tablet, or computer by simply selecting the type of water waste they see, typing in the address where the waste is occurring, and clicking send. These reports are filed directly with the State Water Resources Control Board (State Water Board or Board) and relevant local water supplier.
9. Enforcement against water waste is a key tool in conservation programs. When conservation becomes a social norm in a community, the need for enforcement is reduced or eliminated.
10. On October 19, 2021, the Governor suspended the environmental review required by the California Environmental Quality Act to allow State Water Board-adopted drought conservation emergency regulations and other actions to take place quickly to respond to emergency conditions.
11. Water Code section 1058.5 grants the State Water Board the authority to adopt emergency regulations in certain drought years in order to: “prevent the waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion, of water, to promote water recycling or water conservation, to require curtailment of diversions when water is not available under the diverter’s priority of right, or in furtherance of any of the foregoing, to require reporting of diversion or use or the preparation of monitoring reports.”
12. On November 30, 2021, the State Water Board issued public notice that the State Water Board would consider the adoption of the regulation at the Board’s regularly scheduled January 4, 2022 public meeting, in accordance with applicable State laws and regulations. The State Water Board also distributed for public review and comment a Finding of Emergency that complies with State laws and regulations.
13. The emergency regulation sets a minimum standard that many communities are already doing more but not everyone is taking these low-cost, easy to implement actions that can save significant amounts of water during a drought emergency.

14. Disadvantaged communities may require assistance in increasing water conservation, and state and local agencies should look for opportunities to provide assistance in promoting water conservation, including but not limited to translation of regulation text and dissemination of water conservation announcements into languages spoken by at least 10 percent of the people who reside in a water supplier's service area, such as in newspaper advertisements, bill inserts, website homepage, social media, and notices in public libraries.
15. The Board directs staff to consider the following in pursuing any enforcement of section 995, subdivision (b)(1)(A)-(F): before imposing monetary penalties, staff shall provide one or more warnings; monetary penalties must be based on an ability to pay determination, consider allowing a payment plan of at least 12 months, and shall not result in a tax lien; and Board enforcement shall not result in shutoff.
16. The Board encourages entities other than Board staff that consider any enforcement of this regulation to apply these same factors identified in resolved paragraph 15. Nothing in the regulation or in the enforcement provisions of the regulation precludes a local agency from exercising its authority to adopt more stringent conservation measures. Moreover, the Water Code does not impose a mandatory penalty for violations of the regulation adopted by this resolution, and local agencies retain their enforcement discretion in enforcing the regulation, to the extent authorized, and may develop their own progressive enforcement practices to encourage conservation.

THEREFORE BE IT RESOLVED THAT:

1. The State Water Board adopts California Code of Regulations, title 23, section 995, as appended to this resolution as an emergency regulation.
2. State Water Board staff will submit the regulation to the Office of Administrative Law (OAL) for final approval.
3. If, during the approval process, State Water Board staff, the State Water Board, or OAL determines that minor corrections to the language of the regulation or supporting documentation are needed for clarity or consistency, the State Water Board Executive Director or designee may make such changes.

4. This regulation shall remain in effect for one year after filing with the Secretary of State unless the State Water Board determines that it is no longer necessary due to changed conditions or unless the State Water Board renews the regulation due to continued drought conditions, as described in Water Code section 1058.5.
5. The State Water Board directs State Water Board staff to work with the Department of Water Resources and the Save Our Water campaign to disseminate information regarding the emergency regulations.
6. Nothing in the regulation or in the enforcement provisions of the regulation precludes a local agency from exercising its authority to adopt more stringent conservation measures. Local agencies are encouraged to develop their own progressive enforcement practices to promote conservation.

CERTIFICATION

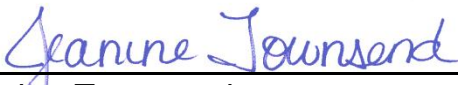
The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on January 4, 2022.

AYE: Vice Chair Dorene D'Adamo
Board Member Sean Maguire
Board Member Laurel Firestone
Board Member Nichole Morgan

NAY: None

ABSENT: Chair E. Joaquin Esquivel

ABSTAIN: None



Jeanine Townsend
Clerk to the Board

ADOPTED TEXT OF EMERGENCY REGULATION

Title 23. Waters

Division 3. State Water Resources Control Board and Regional Water Quality Control Boards

Chapter 3.5. Urban Water Use Efficiency and Conservation

Article 2. Prevention of Drought Wasteful Water Uses

§ 995. Wasteful and Unreasonable Water Uses.

(a) As used in this section:

(1) "Turf" has the same meaning as in section 491.

(2) "Incidental runoff" means unintended amounts (volume) of runoff, such as unintended, minimal overspray from sprinklers that escapes the area of intended use. Water leaving an intended use area is not considered incidental if it is part of the facility or system design, if it is due to excessive application, if it is due to intentional overflow or application, or if it is due to negligence.

(b)(1) To prevent the unreasonable use of water and to promote water conservation, the use of water is prohibited as identified in this subdivision for the following actions:

(A) The application of potable water to outdoor landscapes in a manner that causes more than incidental runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;

(B) The use of a hose that dispenses water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;

(C) The use of potable water for washing sidewalks, driveways, buildings, structures, patios, parking lots, or other hard surfaced areas, except in cases where health and safety are at risk;

(D) The use of potable water for street cleaning or construction site preparation purposes, unless no other method can be used or as needed to protect the health and safety of the public;

(E) The use of potable water for decorative fountains or the filling or topping-off of decorative lakes or ponds, with exceptions for those decorative fountains, lakes, or ponds that use pumps to recirculate water and only require refilling to replace evaporative losses;

(F) The application of water to irrigate turf and ornamental landscapes during and within 48 hours after measurable rainfall of at least one fourth of one inch of rain. In determining whether measurable rainfall of at least fourth of one inch of rain occurred in a given area, enforcement may be based on records of the National Weather Service, the closest CIMIS station to the parcel, or any other reliable source of rainfall data available to the entity undertaking enforcement of this subdivision; and

(G) The use of potable water for irrigation of ornamental turf on public street medians.

(2) Notwithstanding subdivision (b)(1), the use of water is not prohibited by this section to the extent necessary to address an immediate health and safety need. This may include, but is not limited to, the use of potable water in a fountain or water feature when required to be potable because human contact is expected to occur.

(c)(1) To prevent the unreasonable use of water and to promote water conservation, any homeowners' association or community service organization or similar entity is prohibited from:

(A) Taking or threatening to take any action to enforce any provision of the governing documents or architectural or landscaping guidelines or policies of a common interest development where that provision is void or unenforceable under section 4735, subdivisions (a) and (b) of the Civil Code;

(B) Imposing or threatening to impose a fine, assessment, or other monetary penalty against any owner of a separate interest for reducing or eliminating the watering of vegetation or lawns during a declared drought emergency, as described in section 4735, subdivision (c) of the Civil Code; or

(C) Requiring an owner of a separate interest upon which water-efficient landscaping measures have been installed in response to a declared drought emergency, as described in section 4735, subdivisions (c) and (d) of the Civil Code, to reverse or remove the water-efficient landscaping measures upon the conclusion of the state of emergency.

(2) As used in this subdivision:

(A) "Architectural or landscaping guidelines or policies" includes any formal or informal rules other than the governing documents of a common interest development.

(B) "Homeowners' association" means an "association" as defined in section 4080 of the Civil Code.

(C) "Common interest development" has the same meaning as in section 4100 of the Civil Code.

(D) "Community service organization or similar entity" has the same meaning as in section 4110 of the Civil Code.

(E) "Governing documents" has the same meaning as in section 4150 of the Civil Code.

(F) "Separate interest" has the same meaning as in section 4185 of the Civil Code.

(3) If a disciplinary proceeding or other proceeding to enforce a rule in violation of subdivision (c)(1) is initiated, each day the proceeding remains pending shall constitute a separate violation of this regulation.

(d) To prevent the unreasonable use of water and to promote water conservation, any city, county, or city and county is prohibited from imposing a fine under any local maintenance ordinance or other relevant ordinance as prohibited by section 8627.7 of the Government Code.

(e) The taking of any action prohibited in subdivision (b), (c) or (d) is an infraction punishable by a fine of up to five hundred dollars (\$500) for each day in which the violation occurs. The fine for the infraction is in addition to, and does not supersede or limit, any other remedies, civil or criminal.

(f) A decision or order issued under this section by the Board or an officer or employee of the Board is subject to reconsideration under article 2 (commencing with section 1122) of chapter 4 of part 1 of division 2 of the Water Code.

Authority: Section 1058.5, Water Code.

References: Article X, Section 2, California Constitution; Sections 4080, 4100, 4110, 4150, 4185, and 4735, Civil Code; Section 8627.7, Government Code; Sections 102, 104, 105, 275, 350, 491, and 1122, Water Code; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463; *Stanford Vina Ranch Irrigation Co. v. State of California* (2020) 50 Cal.App.5th 976.



DRINKING WATER CONSTRUCTION LOAN

AGREEMENT NO. SWRCB0000000000D2002017

by and between

CITY OF PORTERVILLE ("Recipient")

and

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



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

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

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

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

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

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

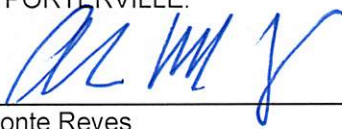
Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

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

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

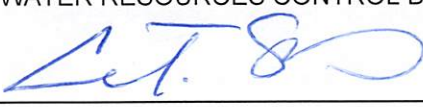
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CITY OF PORTERVILLE:

By: 
Name: Monte Reyes
Title: Mayor

Date: 6/1/2021

STATE WATER RESOURCES CONTROL BOARD:

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

Date: 7/15/21

EXHIBIT A – SCOPE OF WORK AND SCHEDULE

A.1. PROJECT PURPOSE AND DESCRIPTION.

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

A.2. SCOPE OF WORK.

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

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

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

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

A.3 SIGNAGE

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



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

A.4 SCHEDULE.

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

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

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

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

A.5 PROGRESS REPORTS.

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

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

A.6 SPECIAL REPORTS.

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

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

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

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

A.7 FINAL PROJECT INSPECTION AND CERTIFICATION.

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

EXHIBIT B – FUNDING AMOUNTS

B.1 ESTIMATED REASONABLE COST AND PROJECT FUNDS.

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

B.2 RECIPIENT CONTRIBUTIONS.

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

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

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

B.3 VERIFIABLE DATA.

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

B.4 BUDGET COSTS

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

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

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

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

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

B.5 LINE ITEM ADJUSTMENTS.

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

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

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

B.6 REIMBURSEMENT PROCEDURE.

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

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

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

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

B.7 REVERTING FUNDS AND DISENCUMBRANCE.

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV

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

EXHIBIT D – SPECIAL CONDITIONS

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

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

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

3. Acknowledgements.

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

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

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

7. Environmental/Technical Special Conditions

Technical:

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

Environmental:

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

12. [RESERVED].

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

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

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

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

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

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

xxi. [RESERVED].

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

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

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

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

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

- b. The Recipient must include in full the Wage Rate Requirements (Davis-Bacon) language incorporated by reference in Section 2 of this Agreement in all construction contracts and subcontracts.
- c. The Recipient shall notify the State Water Board and the USEPA contact of public or media events publicizing the accomplishment of significant events related to this Project and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
- d. The Recipient shall comply with applicable EPA general terms and conditions found at <http://www.epa.gov/ogd>.
- e. No Recipient may receive funding under this Agreement unless it has provided its DUNS number to the State Water Board.
- f. [RESERVED]
- g. The Recipient represents and warrants that it and its principals are not excluded or disqualified from participating in this transaction as such terms are defined in Parts 180 and 1532 of Title 2 of the Code of Federal Regulations (2 CFR). If the Recipient is excluded after execution of this Agreement, the Recipient shall notify the Division within ten (10) days and shall inform the Division of the Recipient's exclusion in any request for amendment of this Agreement. The Recipient shall comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR. Such compliance is a condition precedent to the State Water Board's performance of its obligations under this Agreement. When entering into a covered transaction as defined in Parts 180 and 1532 of 2 CFR, the Recipient shall require the other party to the covered transaction to comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR.
- h. To the extent applicable, the Recipient shall disclose to the State Water Board any potential conflict of interest consistent with USEPA's Final Financial Assistance Conflict of Interest Policy at <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy>. A conflict of interest may result in disallowance of costs.
- i. USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement.
- j. Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the Recipient. The Recipient must utilize the Interagency Edison extramural invention reporting system at <http://Edison.gov> and shall notify the Division when an invention report, patent report, or utilization report is filed.

- k. The Recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the Disclosure statement set forth in Exhibit A.
- l. The Recipient acknowledges that it is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.
- m. The Recipient, its employees, contractors and subcontractors and their employees warrants that it will not engage in severe forms of trafficking in persons, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds. The Recipient agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement if the Recipient that is a private entity is determined to have violated the foregoing.
- n. The Recipient certifies to the best of its knowledge and belief that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and notify the State Water Board.
 - iii. The Recipient shall require this certification from all parties to any contract or agreement that the Recipient enters into and under which the Recipient incurs costs for which it seeks disbursements under this Agreement.
- o. The Recipient must comply with the following federal non-discrimination requirements:
 - i. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
 - ii. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
 - iii. The Age Discrimination Act of 1975, which prohibits age discrimination.
 - iv. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
 - v. 40 CFR Part 7, as it relates to the foregoing.
 - vi. Executive Order 13798, including, to the greatest extent practicable and to the extent permitted by law, the requirement to respect and protect the freedom of persons and organizations to engage in political and religious speech
 - vii. All applicable federal civil rights regulations, including statutory and national policy requirements (2 CFR section 200.300).

- p. Executive Order No. 11246. The Recipient shall include in its contracts and subcontracts related to the Project the following provisions:

"During the performance of this contract, the contractor agrees as follows:"(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(d) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(g) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

- q. The Recipient agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises as set forth in this Agreement.
- r. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the violation, the Recipient may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: <http://www.sam.gov/>.
- s. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655. The Recipient must comply with the Act's implementing regulations at 49 CFR 24.101 through 24.105.
- t. The Recipient agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure.
- u. All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by USEPA or that is submitted directly to USEPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at www.fgdc.gov.
- v. If the Recipient is a water system that serves 500 or fewer persons, the Recipient represents that it has considered publicly-owned wells as an alternative drinking water supply.
- w. The Recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- x. The Recipient agrees to immediately notify the Project Manager in writing about any allegation of research misconduct involving research activities that are supported in whole or in part with EPA funds under this Project, including fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, or ordering, advising, or suggesting that subordinates engage in research misconduct.
- y. The Recipient agrees to comply with, and require all contractors and subcontractors to comply with, EPA's Scientific Integrity Policy, available at <https://www.epa.gov/osa/policy-epa-scientific-integrity>, when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.
- z. The Recipient shall not suppress, alter, or otherwise impede the timely release of scientific findings or conclusions; intimidate or coerce scientists to alter scientific data, findings, or professional opinions or exert non-scientific influence on scientific advisory boards; knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty; or otherwise violate the EPA's Scientific Integrity Policy. The Recipient must refrain from acts of research misconduct, including publication or reporting, as described in EPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C, and must ensure scientific findings are generated and

disseminated in a timely and transparent manner, including scientific research performed by contractors and subcontractors.

- aa. The Recipient agrees to comply with the Animal Welfare Act of 1966 (7 USC 2131-2156). Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training," available at <http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples>.
- bb. The Recipient certifies that no Project Funds will be used on:
 - i. Video surveillance or telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - ii. Telecommunications or video surveillance services produced by such entities;
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; or
 - iv. Other telecommunications or video surveillance services or equipment in violation of [2 CFR 200.216](#).



CITY COUNCIL AGENDA – JANUARY 18, 2022

SUBJECT: Consideration of Revised City Council District Electoral Boundaries as Required by California Elections Code Section 21621 - Public Hearing No. 2

SOURCE: Administrative Services

COMMENT: At its meeting on December 7, 2021, the City Council held its first of at least four Public Hearings required in the redistricting process. As the Council is aware, every ten (10) years following the decennial census, cities with by-district election systems must use new census data to review and, if needed, redraw district lines to reflect how local populations have changed. This process, called redistricting, ensures all districts have a nearly equal population. This redistricting process for the City of Porterville must be completed by April 17, 2022.

The City adopted its current district boundaries in 2018, based on 2010 census data as required by law. The districts must now be redrawn using the 2020 census data and in compliance with the FAIR MAPS Act, which was adopted by the California legislature as AB 849 and took effect January 1, 2020. Under the Act, the Council shall draw and adopt boundaries using the following criteria in the listed order of priority (Elections Code 21621(c)):

1. Comply with the federal requirements of equal population and the Voting Rights Act
2. Be geographically contiguous
3. Undivided neighborhoods and “communities of interest” (socio-economic geographic areas that should be kept together)
4. Display easily identifiable boundaries
5. Be compact (do not bypass one group of people to get to a more distant group of people)
6. Shall not favor or discriminate against a political party

Once the prioritized criteria are met, other traditional districting principles can be considered, such as:

1. Minimize the number of voters delayed from voting in 2022 to 2024
2. Respect voters’ choices/continuity in office
3. Future population growth

By law, the City must hold at least four Public Hearings that enable community members to provide input on the drawing of district maps:

- At least one Hearing must occur before the city draws draft maps
- At least two Hearings must happen after the drawing of draft maps
- * The fourth Hearing can happen either before or after the drawing of draft maps
- City staff or consultants may hold a public workshop instead of one of the required redistricting Public Hearings

To increase the accessibility of these hearings, cities and counties must take the following steps:

- At least one Hearing must occur on a Saturday, Sunday, or after 6:00 p.m. on a weekday
- If a redistricting Hearing is consolidated with another local government meeting, the redistricting Hearing must begin at a pre-designated time
- Local redistricting Public Hearings must be made accessible with people with disabilities

The purpose of this Public Hearing is to inform the public about the districting process and to hear from the community on what factors should be taken into consideration while creating district boundaries. The public is requested to provide input regarding communities of interest and other local factors that should be considered while drafting district maps. A community of interest under the relevant Elections Code for cities (Section 21621(c)) is, “a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation.”

Possible features defining community of interest might include, but are not limited to:

1. School attendance areas;
 2. Natural dividing lines such as major roads, hills, or highways;
 3. Areas around parks and other neighborhood landmarks;
 4. Common issues, neighborhood activities, or legislative/election concerns;
- and
5. Shared demographic characteristics, such as:
 - Similar levels of income, education, or linguistic insolation;
 - Languages spoken at home; and
 - Single-family and multi-family housing unit areas.

The City launched its redistricting website, <https://mapporterville.org>, in early December 2021, which provides information on Porterville's redistricting process and provides mapping tools for individuals to utilize. Additionally, staff continues with its outreach campaign to raise awareness of the process and engage residents.

Following this Public Hearing, draft district maps and proposed election sequencing will be prepared for presentation and consideration at the third Public Hearing scheduled for February 1, 2022. The fourth Public Hearing has been scheduled for February 15, 2022.

RECOMMENDATION:

That the City Council:

1. Receive the report from staff and the City's redistricting consultant concerning the redistricting process and permissible criteria to be considered to redraw Council Member district boundaries; and
2. Conduct a Public Hearing to receive public input on the district boundaries.

ATTACHMENTS:

1. Assembly Bill No. 849 (Bonta)

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager



AB-849 Elections: city and county redistricting. (2019-2020)

SHARE THIS:



Date Published: 10/09/2019 09:00 PM

Assembly Bill No. 849

CHAPTER 557

An act to amend Sections 21500, 21501, 21506, 21507, 21600, 21601, 21606, and 21607 of, to add Sections 21500.1, 21507.1, 21508, 21509, 21605, 21607.1, 21608, 21609, 21622, 21623, 21625, 21626, 21627, 21627.1, 21628, and 21629 to, to repeal Sections 21502, 21504, and 21604 of, and to repeal and add Sections 21503, 21602, 21603, 21620, and 21621 of, the Elections Code, and to amend Sections 34874, 34877.5, 34884, and 34886 of the Government Code, relating to elections.

[Approved by Governor October 08, 2019. Filed with Secretary of State
October 08, 2019.]

LEGISLATIVE COUNSEL'S DIGEST

AB 849, Bonta. Elections: city and county redistricting.

Existing law establishes criteria and procedures pursuant to which cities and counties adjust or adopt council and supervisorial district area boundaries, as applicable, for the purpose of electing members of the governing body of each of those local jurisdictions.

This bill would revise and recast these provisions. The bill would require the governing body of each local jurisdiction described above to adopt new district boundaries after each federal decennial census, except as specified. The bill would specify redistricting criteria and deadlines for the adoption of new boundaries by the governing body. The bill would specify hearing procedures that would allow the public to provide input on the placement of boundaries and on proposed boundary maps. The bill would require the governing body to take specified steps to encourage the residents of the local jurisdiction to participate in the redistricting process. By increasing the duties of these local jurisdictions, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. This act shall be known, and may be cited, as the Fair And Inclusive Redistricting for Municipalities And Political Subdivisions (FAIR MAPS) Act.

SEC. 2. Section 21500 of the Elections Code is amended to read:

21500. (a) Following each federal decennial census, and using that census as a basis, the board shall adjust the boundaries of any or all of the supervisorial districts of the county so that the supervisorial districts shall be substantially equal in population as required by the United States Constitution.

(1) Population equality shall be based on the total population of residents of the county as determined by that census.

(2) Notwithstanding paragraph (1), an incarcerated person, as that term is used in Section 21003, shall not be counted as part of a county's population, except for an incarcerated person whose last known place of residence may be assigned to a census block in the county, if information about the last known place of residence for incarcerated persons is included in the computerized database for redistricting that is developed in accordance with subdivision (b) of Section 8253 of the Government Code, and that database is made publicly available.

(b) The board shall adopt supervisorial district boundaries that comply with the United States Constitution, the California Constitution, and the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10301 et seq.).

(c) The board shall adopt supervisorial district boundaries using the following criteria as set forth in the following order of priority:

(1) To the extent practicable, supervisorial districts shall be geographically contiguous. Areas that meet only at the points of adjoining corners are not contiguous. Areas that are separated by water and not connected by a bridge, tunnel, or regular ferry service are not contiguous.

(2) To the extent practicable, the geographic integrity of any local neighborhood or local community of interest shall be respected in a manner that minimizes its division. A "community of interest" is a population that shares common social or economic interests that should be included within a single supervisorial district for purposes of its effective and fair representation. Communities of interest do not include relationships with political parties, incumbents, or political candidates.

(3) To the extent practicable, the geographic integrity of a city or census designated place shall be respected in a manner that minimizes its division.

(4) Supervisorial district boundaries should be easily identifiable and understandable by residents. To the extent practicable, supervisorial districts shall be bounded by natural and artificial barriers, by streets, or by the boundaries of the county.

(5) To the extent practicable, and where it does not conflict with the preceding criteria in this subdivision, supervisorial districts shall be drawn to encourage geographical compactness in a manner that nearby areas of population are not bypassed in favor of more distant populations.

(d) The board shall not adopt supervisorial district boundaries for the purpose of favoring or discriminating against a political party.

SEC. 3. Section 21500.1 is added to the Elections Code, to read:

21500.1. (a) This chapter applies only to counties electing members of the board of supervisors by districts or from districts.

(b) This chapter shall not be interpreted to limit the discretionary remedial authority of any federal or state court.

SEC. 4. Section 21501 of the Elections Code is amended to read:

21501. The boundaries of the supervisorial districts shall be adopted by the board no earlier than August 1, 2021, and August 1 in each year ending in the number one thereafter, but no later than 151 days before the county's next regular election occurring after March 1, 2022, and after March 1 in each year ending in the number two thereafter. However, this section does not prohibit the board from holding public hearings or workshops on the placement of supervisorial district boundaries before August 1.

SEC. 5. Section 21502 of the Elections Code is repealed.

SEC. 6. Section 21503 of the Elections Code is repealed.

SEC. 7. Section 21503 is added to the Elections Code, to read:

21503. (a) After redistricting or districting pursuant to Section 21500, a board shall not adopt new supervisorial district boundaries until after the next federal decennial census, except under the following circumstances:

(1) A court orders the board to redistrict.

(2) The board is settling a legal claim that its supervisorial district boundaries violate the United States Constitution, the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10301 et seq.), or this chapter.

(3) The boundaries of the county change by the addition or subtraction of territory.

(b) This section does not prohibit a board from adopting supervisorial districts between federal decennial censuses if the board is adopting supervisorial districts for the first time, including when a board adopts supervisorial districts for the purpose of transitioning from electing its supervisors in at-large elections to elections by districts or from districts.

SEC. 8. Section 21504 of the Elections Code is repealed.

SEC. 9. Section 21506 of the Elections Code is amended to read:

21506. (a) The term of office of any supervisor who has been elected and whose term of office has not expired shall not be affected by any change in the boundaries of the district from which the supervisor was elected.

(b) At the first election for county supervisors in each county following adoption of the boundaries of supervisorial districts, a supervisor shall be elected for each district under the new district plan that has the same district number as a district whose incumbent's term is due to expire.

(c) A change in the boundaries of a supervisorial district shall not be made between the direct primary election and the general election.

(d) The successor to the office of supervisor in a supervisorial district for which the district boundaries have been changed shall be a resident and voter of that supervisorial district.

SEC. 10. Section 21507 of the Elections Code is amended to read:

21507. Before adjusting the boundaries of a district pursuant to Section 21501 or 21503, or for any other reason, the board shall hold public hearings on the proposal in accordance with Section 21507.1. This section does not apply when a county transitions from at-large to district-based elections.

SEC. 11. Section 21507.1 is added to the Elections Code, to read:

21507.1. (a) Before adopting a final map, the board shall hold at least four public hearings at which the public is invited to provide input regarding the composition of one or more supervisorial districts.

(1) At least one public hearing shall be held before the board draws a draft map or maps of the proposed supervisorial district boundaries.

(2) At least two public hearings shall be held after the board has drawn a draft map or maps of the proposed supervisorial district boundaries.

(b) At least one public hearing or public workshop shall be held on a Saturday, on a Sunday, or after 6 p.m. on a weekday Monday through Friday.

(c) Public hearing buildings shall be accessible to persons with disabilities.

(d) If a public hearing is consolidated with a regular or special meeting of the board that includes other substantive agenda items, the public hearing shall begin at a fixed time regardless of its order on the agenda, except that the board may first conclude any item being discussed or acted upon, including any associated public comment, when that time occurs. The time of the public hearing shall be noticed to the public.

(e) The board may have county staff or a consultant conduct one or more public workshops in lieu of holding one of the public hearings required by paragraph (1) of subdivision (a).

(f) The board may establish an advisory redistricting commission pursuant to Section 23002 to hold the public hearings required by paragraph (1) of subdivision (a).

SEC. 12. Section 21508 is added to the Elections Code, to read:

21508. (a) The board shall take steps to encourage residents, including those in underrepresented communities and non-English speaking communities, to participate in the redistricting public review process. A good faith effort satisfies the requirements of this subdivision. These steps shall include the following:

(1) Providing information to media organizations that provide county news coverage, including media organizations that serve language minority communities.

(2) Providing information through good government, civil rights, civic engagement, or community groups or organizations that are active in the county, including those active in language minority communities, or that have requested to be notified concerning county redistricting.

(b) The board shall arrange for the live translation in an applicable language of a public hearing or workshop held pursuant to this chapter if a request for translation is made at least 72 hours before the hearing or workshop, unless less than five days' notice are provided for the hearing or workshop, in which case the request shall be made at least 48 hours before the hearing or workshop.

(c) Notwithstanding Section 54954.2 of the Government Code, the board shall publish the date, time, and location for any public hearing or workshop on the internet at least five days before the hearing or workshop. However, if there are fewer than 179 days until the county's next regular election, the board may publish the agenda on the internet for at least three days before the hearing or workshop.

(d) (1) A draft map shall be published on the internet for at least seven days before being adopted as a final map by the board provided that, if there are fewer than 179 days until the county's next regular election, the draft map may instead be published on the internet for at least three days.

(2) Each draft map prepared by a member of the board or by employees of the county shall be accompanied by information on the total population, citizen voting age population, and racial and ethnic characteristics of the citizen voting age population of each proposed supervisorial district, to the extent the county has that data.

(e) The board shall allow the public to submit testimony or draft maps in writing and electronically.

(f) The county shall either record or prepare a written summary of each public comment and board deliberation made at every public hearing or workshop held pursuant to this article. The county shall make the recording or written summary available to the public within two weeks after the public hearing or workshop.

(g) The board shall establish, and maintain for at least 10 years after the adoption of new supervisorial district boundaries, an internet web page dedicated to redistricting. The web page may be hosted on the county's existing internet website or another internet website maintained by the county. The web page shall include, or link to, all of the following information:

(1) A general explanation of the redistricting process for the county, in English and applicable languages.

(2) The procedures for a member of the public to testify during a public hearing or to submit written testimony directly to the board, in English and applicable languages.

(3) A calendar of all public hearing and workshop dates. A calendar listing that includes the time and location of the public hearing or workshop meets the notice required by subdivision (c).

(4) The notice and agenda for each public hearing and workshop.

(5) The audio or audiovisual recording and adopted minutes of each public hearing.

(6) Each draft map considered by the board at a public hearing.

(7) The adopted final map of supervisorial district boundaries.

(h) For purposes of this section, "applicable language" means any language in which ballots are required to be provided in the county pursuant to Section 203 of the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10503).

(i) This section does not apply when a county transitions from at-large to district-based elections.

(j) The Secretary of State shall publish on the internet a template explaining the county redistricting process that meets the requirements of paragraphs (1) and (2), inclusive, of subdivision (g). The Secretary of State shall publish the template in all of the languages into which ballots are required to be translated in the state pursuant to Section 203 of the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10503). The template shall be published in a conspicuous location on the Secretary of State's internet website.

SEC. 13. Section 21509 is added to the Elections Code, to read:

21509. (a) If the board does not adopt supervisorial district boundaries by the deadlines set forth in Section 21501, the board shall immediately petition the superior court of the county for an order adopting supervisorial district boundaries. If the board does not petition the superior court within five days after the deadline, any resident of the county may file that petition and shall be entitled to recover the resident's reasonable attorney's fees and costs from the county for doing so.

(b) (1) Upon finding that a petition filed pursuant to subdivision (a) is valid, the superior court shall adopt supervisorial district boundaries in accordance with the criteria set forth in Section 21500, which shall be used in the county's next regular election. The superior court may also order the adjustment of electoral deadlines as necessary to implement the new supervisorial district boundaries in the next regular election.

(2) The superior court may appoint a special master to assist the court with adopting the supervisorial district boundaries. The county shall pay the cost for the special master and associated costs.

(3) The superior court or the special master shall hold one or more public hearings before the superior court adopts the supervisorial district boundaries.

(4) Subject to the approval of the superior court, the special master may employ redistricting experts or other consultants or counsel, independent experts in the field of redistricting and computer technology, and other necessary personnel to assist them in their work. In addition, the special master may seek the full cooperation of the county in producing and using whatever data, computer models and programs, and technical assistance that was made available to the board and county personnel who are knowledgeable in the mechanics of drafting redistricting legislation. The superior court may assist the special master in securing the necessary personnel and the physical facilities required for their work, and to prepare for the prompt submission to the county of a request for county funding for the necessary expenses of the special master and the special master's staff.

(5) The supervisorial district boundaries adopted by the superior court shall be immediately effective in the same manner as if the court's order were an enacted resolution or ordinance of the board.

SEC. 14. Section 21600 of the Elections Code is amended to read:

21600. (a) This article applies only to general law cities electing members of the legislative body by districts or from districts, as defined in Section 34871 of the Government Code.

(b) This article shall not be interpreted to limit the discretionary remedial authority of any federal or state court.

SEC. 15. Section 21601 of the Elections Code is amended to read:

21601. (a) Following each decennial federal census, and using that census as a basis, the council shall, by ordinance or resolution, adopt boundaries for any or all of the council districts of the city so that the council districts shall be substantially equal in population as required by the United States Constitution.

(1) Population equality shall be based on the total population of residents of the city as determined by that census.

(2) Notwithstanding paragraph (1), an incarcerated person as that term is used in Section 21003, shall not be counted as part of a city's population, except for an incarcerated person whose last known place of residence may be assigned to a census block in the city, if information about the last known place of residence for incarcerated persons is included in the computerized database for redistricting that is developed in accordance with subdivision (b) of Section 8253 of the Government Code, and that database is made publicly available.

(b) The council shall adopt council district boundaries that comply with the United States Constitution, the California Constitution, and the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10301 et seq.).

(c) The council shall adopt district boundaries using the following criteria as set forth in the following order of priority:

(1) To the extent practicable, council districts shall be geographically contiguous. Areas that meet only at the points of adjoining corners are not contiguous. Areas that are separated by water and not connected by a bridge, tunnel, or regular ferry service are not contiguous.

(2) To the extent practicable, the geographic integrity of any local neighborhood or local community of interest shall be respected in a manner that minimizes its division. A "community of interest" is a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation. Communities of interest do not include relationships with political parties, incumbents, or political candidates.

(3) Council district boundaries should be easily identifiable and understandable by residents. To the extent practicable, council districts shall be bounded by natural and artificial barriers, by streets, or by the boundaries of the city.

(4) To the extent practicable, and where it does not conflict with the preceding criteria in this subdivision, council districts shall be drawn to encourage geographical compactness in a manner that nearby areas of population are not bypassed in favor of more distant populations.

(d) The council shall not adopt council district boundaries for the purpose of favoring or discriminating against a political party.

SEC. 16. Section 21602 of the Elections Code is repealed.

SEC. 17. Section 21602 is added to the Elections Code, to read:

21602. The boundaries of the council districts shall be adopted by the council no earlier than August 1, 2021, and August 1 in each year ending in the number one thereafter, but not later than 151 days before the city's next regular election occurring after March 1, 2022, and after March 1 in each year ending in the number two thereafter. However, this section does not prohibit the council from holding public hearings or workshops on the placement of council district boundaries before August 1.

SEC. 18. Section 21603 of the Elections Code is repealed.

SEC. 19. Section 21603 is added to the Elections Code, to read:

21603. (a) If the boundaries of a city expand by the addition of new territory, including through annexation of unincorporated territory or consolidation with another city, the council shall add that new territory to the nearest existing council district without changing the boundaries of other council district boundaries.

(b) Notwithstanding subdivision (a), the council may adopt new boundaries for each council district under the circumstances described in subdivision (a) if both of the following conditions are met:

(1) There are more than four years until the council is next required to redistrict pursuant to Section 21601.

(2) The population of the new territory being annexed or consolidated is greater than 25 percent of the city's population, as determined by the most recent federal decennial census.

SEC. 20. Section 21604 of the Elections Code is repealed.

SEC. 21. Section 21605 is added to the Elections Code, to read:

21605. (a) After redistricting or districting pursuant to Section 21601 or 21603, a council shall not adopt new council district boundaries until after the next federal decennial census, except under the following circumstances:

(1) A court orders the council to redistrict.

(2) The council is settling a legal claim that its council district boundaries violate the United States Constitution, the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10301 et seq.), or this article.

(3) The boundaries of the city expand by the addition of new territory pursuant to Section 21603.

(b) This section does not prohibit a council from adopting council districts between federal decennial censuses if the council is adopting council districts for the first time, including when a city adopts council districts for the purpose of transitioning from electing its council members in at-large elections to elections by districts or from districts.

SEC. 22. Section 21606 of the Elections Code is amended to read:

21606. (a) The term of office of any council member who has been elected and whose term of office has not expired shall not be affected by any change in the boundaries of the district from which the council member was elected.

(b) At the first election for council members in each city following adoption of the boundaries of council districts, a council member shall be elected for each district under the new district plan that has the same district number as a district whose incumbent's term is due to expire.

(c) The successor to the office in a council district for which the boundaries have changed shall be a resident and voter of that council district.

SEC. 23. Section 21607 of the Elections Code is amended to read:

21607. Before adopting the boundaries of a council district pursuant to Section 21601, 21603, or 21604, or for any other reason, the council shall hold public hearings on the proposal in accordance with Section 21607.1. This section does not apply when a city transitions from at-large to district-based elections.

SEC. 24. Section 21607.1 is added to the Elections Code, to read:

21607.1. (a) Before adopting a final map, the council shall hold at least four public hearings at which the public is invited to provide input regarding the composition of one or more council districts.

(1) At least one public hearing shall be held before the council draws a draft map or maps of the proposed council boundaries.

(2) At least two public hearings shall be held after the council has drawn a draft map or maps of the proposed council boundaries.

(b) At least one public hearing or public workshop shall be held on a Saturday, on a Sunday, or after 6 p.m. on a weekday Monday through Friday.

(c) Public hearing buildings shall be accessible to persons with disabilities.

(d) If a public hearing is consolidated with a regular or special meeting of the council that includes other substantive agenda items, the public hearing shall begin at a fixed time regardless of its order on the agenda, except that the council may first conclude any item being discussed or acted upon, including any associated public comment, when that time occurs. The time of the public hearing shall be noticed to the public.

(e) The council may have city staff or a consultant conduct one or more public workshops in lieu of holding one of the public hearings required by paragraph (1) of subdivision (a).

(f) The council may establish an advisory redistricting commission pursuant to Section 23002 to hold the public hearings required by paragraph (1) of subdivision (a).

SEC. 25. Section 21608 is added to the Elections Code, to read:

21608. (a) The council shall take steps to encourage residents, including those in underrepresented communities and non-English speaking communities, to participate in the redistricting public review process. A good faith effort satisfies the requirements of this subdivision. These steps shall include the following:

(1) Providing information to media organizations that provide city news coverage, including media organizations that serve language minority communities.

(2) Providing information through good government, civil rights, civic engagement, or community groups or organizations that are active in the city, including those active in language minority communities, or that have requested to be notified concerning city redistricting.

(b) The council shall arrange for the live translation of a public hearing or workshop held pursuant to this article in an applicable language if a request for translation is made at least 72 hours before the hearing or workshop, unless less than five days' notice are provided for the hearing or workshop, in which case the request shall be made at least 48 hours before the hearing or workshop.

(c) Notwithstanding Section 54954.2 of the Government Code, the council shall publish the date, time, and location for any public hearing or workshop on the internet at least five days before the hearing or workshop. However, if there are fewer than 179 days until the city's next regular election, the council may publish the agenda on the internet for at least three days before the hearing or workshop.

(d) (1) A draft map shall be published on the internet for at least seven days before being adopted as a final map by the council provided that, if there are fewer than 179 days until the city's next regular election, the draft map may instead be published on the internet for at least three days.

(2) Each draft map prepared by a member of the council or by employees of the city shall be accompanied by information on the total population, citizen voting age population, and racial and ethnic characteristics of the citizen voting age population of each proposed council district, to the extent the city has that data.

(e) The council shall allow the public to submit testimony or draft maps in writing and electronically.

(f) The city shall either record or prepare a written summary of each public comment and council deliberation made at every public hearing or workshop held pursuant to this article. The city shall make the recording or written summary available to the public within two weeks after the public hearing or workshop.

(g) The council shall establish, and maintain for at least 10 years after the adoption of new council district boundaries, an internet web page dedicated to redistricting. The web page may be hosted on the city's existing internet website or another internet website maintained by the city. The web page shall include, or link to, all of the following information:

(1) A general explanation of the redistricting process for the city in English and any applicable language.

(2) The procedures for a member of the public to testify during a public hearing or to submit written testimony directly to the council in English and any applicable language.

(3) A calendar of all public hearing and workshop dates. A calendar listing that includes the time and location of the public hearing or workshop satisfies the notice required by subdivision (c).

(4) The notice and agenda for each public hearing and workshop.

(5) The recording or written summary of each public hearing and workshop.

(6) Each draft map considered by the council at a public hearing.

(7) The adopted final map of council district boundaries.

(h) For purposes of this section, "applicable language" means any language that is spoken by a group of city residents with limited English proficiency who constitute 3 percent or more of the city's total population over four years of age for whom language can be determined. Before January 1, 2021, and before January 1 in every year ending in the number one thereafter, the Secretary of State shall post the applicable languages for each city in a conspicuous location on the Secretary of State's internet website. To determine the applicable languages for each city, in 2020 and in each year ending in the number zero thereafter, the Secretary of State, in consultation with the Statewide Database, shall request a special tabulation from the United States Bureau of the Census of the most recent data on limited English proficiency from the bureau's American Community Survey that satisfies this subdivision. If the bureau is unable to produce that data, the Secretary of State shall base the Secretary of State's determination on the table from the American Community Survey enumerating the number of residents with limited English proficiency that has the largest number of languages included, that is publicly available, and that was produced within the previous ten years.

(i) This section does not apply when a city transitions from at-large to district-based elections.

(j) Before January 1, 2021, and before January in each year ending in the number one thereafter, the Secretary of State shall publish on the internet a template explaining the city redistricting process that meets the requirements of paragraphs (1) and (2), inclusive, of subdivision (g). The Secretary of State shall publish the template in all of the languages into which ballots are required to be translated in the state pursuant to subdivision (h). The template shall be published in the same conspicuous location on the Secretary of State's internet website that is described in subdivision (h).

SEC. 26. Section 21609 is added to the Elections Code, to read:

21609. (a) If the council does not adopt council district boundaries by the deadlines set forth in Section 21602 or subdivision (a) or (b) of Section 21604, the council shall immediately petition the superior court in the county in which the city is located for an order adopting council district boundaries. If the council does not petition the superior court within five days after the deadline, any resident of the city may file that petition and shall be entitled to recover the resident's reasonable attorney's fees and costs from the city for doing so.

(b) (1) Upon finding that a petition filed pursuant to this subdivision is valid, the superior court shall adopt council district boundaries in accordance with the criteria set forth in Section 21601, which shall be used in the city's next regular election. The superior court may also order the adjustment of electoral deadlines as necessary to implement the new council district boundaries in the next regular election.

(2) The superior court may appoint a special master to assist the court with adopting the council district boundaries. The city shall pay the cost for the special master and associated costs.

(3) The superior court or the special master shall hold one or more public hearings before the superior court adopts the council district boundaries.

(4) Subject to the approval of the superior court, the special master may employ redistricting experts or other consultants or counsel, independent experts in the field of redistricting and computer technology, and other necessary personnel to assist them in their work. In addition, the special master may seek the full cooperation of the city in producing and using whatever data, computer models and programs, and technical assistance that was made available to the council and city personnel who are knowledgeable in the mechanics of drafting redistricting legislation. The superior court may assist the special master in securing the necessary personnel and the physical facilities required for their work, and to prepare for the prompt submission to the city of a request for city funding for the necessary expenses of the special master and the special master's staff.

(5) The council district boundaries adopted by the superior court shall be immediately effective in the same manner as if the court's order were an enacted resolution or ordinance of the city council.

SEC. 27. Section 21620 of the Elections Code is repealed.

SEC. 28. Section 21620 is added to the Elections Code, to read:

21620. (a) This article applies to charter cities that elect members of the charter city's legislative body by districts or from districts, as defined in Section 34871 of the Government Code.

(b) This article shall not be interpreted to limit the discretionary remedial authority of any federal or state court.

SEC. 29. Section 21621 of the Elections Code is repealed.

SEC. 30. Section 21621 is added to the Elections Code, to read:

21621. (a) Following each federal decennial census, and using that census as a basis, the council shall, by ordinance or resolution, adopt boundaries for all of the council districts of the city so that the council districts shall be substantially equal in population as required by the United States Constitution.

(1) Population equality shall be based on the total population of residents of the city as determined by the census.

(2) Notwithstanding paragraph (1), an incarcerated person, as that term is used in Section 21003, shall not be counted towards a city's population, except for an incarcerated person whose last known place of residence may be assigned to a census block in the city, if information about the last known place of residence for incarcerated

persons is included in the computerized database for redistricting that is developed in accordance with subdivision (b) of Section 8253 of the Government Code, and that database is made publicly available.

(b) The council shall adopt council district boundaries that comply with the United States Constitution, the California Constitution, and the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10301 et seq.).

(c) The council shall adopt district boundaries using the following criteria as set forth in the following order of priority:

(1) To the extent practicable, council districts shall be geographically contiguous. Areas that meet only at the points of adjoining corners are not contiguous. Areas that are separated by water and not connected by a bridge, tunnel, or regular ferry service are not contiguous.

(2) To the extent practicable, the geographic integrity of any local neighborhood or local community of interest shall be respected in a manner that minimizes its division. A "community of interest" is a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation. Communities of interest do not include relationships with political parties, incumbents, or political candidates.

(3) Council district boundaries should be easily identifiable and understandable by residents. To the extent practicable, council districts shall be bounded by natural and artificial barriers, by streets, or by the boundaries of the city.

(4) To the extent practicable, and where it does not conflict with the preceding criteria in this subdivision, council districts shall be drawn to encourage geographical compactness in a manner that nearby areas of population are not bypassed in favor of more distant populations.

(d) The council shall not adopt council district boundaries for the purpose of favoring or discriminating against a political party.

SEC. 31. Section 21622 is added to the Elections Code, to read:

21622. (a) The boundaries of the council districts shall be adopted by the council no earlier than August 1, 2021, and August 1 in each year ending in the number one thereafter, but no later than 151 days before the city's next regular election occurring after March 1, 2022, and after March 1 in each year ending in the number two thereafter. However, this subdivision does not prohibit the council from holding public hearings or workshops on the placement of council district boundaries before August 1.

(b) This section does not apply to a charter city that has adopted a different redistricting deadline by ordinance or in its city charter before October 1, 2021, and October 1 of each year ending in the number one thereafter.

SEC. 32. Section 21623 is added to the Elections Code, to read:

21623. (a) If the boundaries of a city expand by the addition of new territory, including through annexation of unincorporated territory or consolidation with another city, the council shall add that new territory to the nearest existing council district without changing the boundaries of other council district boundaries.

(b) Notwithstanding subdivision (a), the council may adopt new boundaries for each council district if both of the following conditions are met:

(1) There are more than four years until the council is next required to redistrict pursuant to Section 21621.

(2) The population of the new territory being annexed or consolidated is greater than 25 percent of the city's population as determined by the most recent federal decennial census.

(c) This section does not apply to a charter city that has adopted, by ordinance or in its city charter, a different standard for adding new territory to existing council districts.

SEC. 33. Section 21625 is added to the Elections Code, to read:

21625. (a) After redistricting or districting pursuant to Section 21621 or 21623, a council shall not adopt new council district boundaries until after the next federal decennial census, except under the following circumstances:

(1) A court orders the council to redistrict.

(2) The council is settling a legal claim that its council district boundaries violate the United States Constitution, the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10301 et seq.), or this article.

(3) The boundaries of the city expand by the addition of new territory pursuant to Section 21623.

(b) This section does not prohibit a council from adopting council districts between federal decennial censuses if the council is adopting council districts for the first time, including when a city adopts council districts for the purpose of transitioning from electing its council members in at-large elections to elections by districts or from districts.

(c) This section does not apply to a charter city that has adopted different rules for mid-cycle redistricting in its city charter.

SEC. 34. Section 21626 is added to the Elections Code, to read:

21626. (a) The term of office of any council member who has been elected and whose term of office has not expired shall not be affected by any change in the boundaries of the district from which the council member was elected.

(b) At the first election for council members in each city following adoption of the boundaries of council districts, a council member shall be elected for each district under the new district plan that has the same district number as a district whose incumbent's term is due to expire.

(c) The successor to the office in a council district for which the boundaries have changed shall be a resident and voter of that council district.

SEC. 35. Section 21627 is added to the Elections Code, to read:

21627. Before adopting the boundaries of a council district pursuant to Section 21621, 21623, or 21624, or for any other reason, the council shall hold public hearings on the proposal, in accordance with Section 21627.1. This section does not apply when a city transitions from at-large to district-based elections.

SEC. 36. Section 21627.1 is added to the Elections Code, to read:

21627.1. (a) Before adopting a final map, the council shall hold at least four public hearings at which the public is invited to provide input regarding the composition of one or more council districts.

(1) At least one public hearing shall be held before the council draws a draft map or maps of the proposed council boundaries.

(2) At least two public hearings shall be held after the council has drawn a draft map or maps of the proposed council boundaries.

(b) At least one public hearing or public workshop shall be held on a Saturday, on a Sunday, or after 6 p.m. on a weekday Monday through Friday.

(c) Public hearing buildings shall be accessible to persons with disabilities.

(d) If a public hearing is consolidated with a regular or special meeting of the council that includes other substantive agenda items, the public hearing shall begin at a fixed time regardless of its order on the agenda, except that the council may first conclude any item being discussed or acted upon, including any associated public comment, when that time occurs. The time of the public hearing shall be noticed to the public.

(e) The council may have city staff or a consultant conduct one or more public workshops in lieu of holding one of the public hearings required by paragraph (1) of subdivision (a).

(f) The council may establish an advisory redistricting commission pursuant to Section 23002 to hold the public hearings required by paragraph (1) of subdivision (a).

SEC. 37. Section 21628 is added to the Elections Code, to read:

21628. (a) The council shall take steps to encourage residents, including those in underrepresented communities and non-English speaking communities, to participate in the redistricting public review process. These steps shall include a good faith effort to do all of the following:

(1) Providing information to media organizations that provide city news coverage, including media organizations that serve language minority communities.

(2) Providing information through good government, civil rights, civic engagement, or community groups or organizations that are active in the city, including those active in language minority communities, or that have requested to be notified concerning city redistricting.

(b) The council shall arrange for the live translation of a public hearing or workshop held pursuant to this article in an applicable language if a request for translation is made at least 72 hours before the hearing or workshop, unless less than five days' notice are provided for the hearing or workshop, in which case the request shall be made at least 48 hours before the hearing or workshop.

(c) Notwithstanding Section 54954.2 of the Government Code, the council shall publish the date, time, and location for any public hearing or workshop on the internet at least five days before the hearing or workshop. However, if there are fewer than 179 days until the city's next regular election, the council may publish the agenda on the internet for at least three days before the hearing or workshop.

(d) (1) A draft map shall be published on the internet for at least seven days before being adopted as a final map by the council provided that, if there are fewer than 179 days until the city's next regular election, the draft map may instead be published on the internet for at least three days.

(2) Each draft map prepared by a member of the council or by employees of the city shall be accompanied with information on the total population, citizen voting age population, and racial and ethnic characteristics of the citizen voting age population of each proposed council district, to the extent the city has that data.

(e) The council shall allow the public to submit testimony or draft maps in writing and electronically.

(f) The city shall either record or prepare a written summary of each public comment and council deliberation made at every public hearing or workshop held pursuant to this article. The city shall make the recording or written summary available to the public within two weeks after the public hearing or workshop.

(g) The council shall establish, and maintain for at least 10 years after the adoption of new council district boundaries, an internet web page dedicated to redistricting. The web page may be hosted on the city's existing internet website or another internet website maintained by the city. The web page shall include, or link to, all of the following information:

(1) A general explanation of the redistricting process for the city in English and any applicable language.

(2) The procedures for a member of the public to testify during a public hearing or to submit written testimony directly to the council in English and any applicable language.

(3) A calendar of all public hearing and workshop dates. A calendar listing that includes the time and location of the public hearing or workshop satisfies the notice required by subdivision (c).

(4) The notice and agenda for each public hearing and workshop.

(5) The recording or written summary of each public hearing and workshop.

(6) Each draft map considered by the council at a public hearing.

(7) The adopted final map of council district boundaries.

(h) For purposes of this section, "applicable language" means any language that is spoken by a group of city residents with limited English proficiency who constitute 3 percent or more of the city's total population over four years of age for whom language can be determined. Before January 1, 2021, and before January 1 in every year ending in the number one thereafter, the Secretary of State shall post the applicable languages for each city in a conspicuous location on the Secretary of State's internet website. To determine the applicable languages for each city, in 2020 and in each year ending in the number zero thereafter, the Secretary of State, in consultation with the Statewide Database, shall request a special tabulation from the United States Bureau of the Census of the most recent data on limited English proficiency from the bureau's American Community Survey that satisfies this subdivision. If the bureau is unable to produce that data, the Secretary of State shall base the Secretary of

State's determination on the table from the American Community Survey enumerating the number of residents with limited English proficiency that has the largest number of languages included, that is publicly available, and that was produced within the previous ten years.

(i) This section does not apply when a city transitions from at-large to district-based elections.

(j) Before January 1, 2021, and before January in each year ending in the number one thereafter, the Secretary of State shall publish on the internet a template explaining the city redistricting process that meets the requirements of paragraphs (1) and (2), inclusive, of subdivision (g). The Secretary of State shall publish the template in all of the languages into which ballots are required to be translated in the state pursuant to subdivision (h). The template shall be published in the same conspicuous location on the Secretary of State's internet website that is described in subdivision (h).

SEC. 38. Section 21629 is added to the Elections Code, to read:

21629. (a) If the council does not adopt council district boundaries by the deadlines set forth in Section 21622 or subdivision (a) or (b) of Section 21624, the council shall immediately petition the superior court in the county in which the city is located for an order adopting council district boundaries. If the council does not petition the superior court within five days after the deadline, any resident of the city may file that petition and shall be entitled to recover the resident's reasonable attorney's fees and costs from the city for doing so.

(b) (1) Upon finding that a petition filed pursuant to this subdivision is valid, the superior court shall adopt council district boundaries in accordance with the criteria set forth in Section 21621, which shall be used in the city's next regular election. The superior court may also order the adjustment of electoral deadlines as necessary to implement the new council district boundaries in the next regular election.

(2) The superior court may appoint a special master to assist the court with adopting the council district boundaries. The city shall pay the cost for the special master and associated costs.

(3) The superior court or the special master shall hold one or more public hearings before the superior court adopts the council district boundaries.

(4) Subject to the approval of the superior court, the special master may employ redistricting experts or other consultants or counsel, independent experts in the field of redistricting and computer technology, and other necessary personnel to assist them in their work. In addition, the special master may seek the full cooperation of the city in producing and using whatever data, computer models and programs, and technical assistance that was made available to the council and city personnel who are knowledgeable in the mechanics of drafting redistricting legislation. The superior court may assist the special master in securing the necessary personnel and the physical facilities required for their work, and to prepare for the prompt submission to the city of a request for city funding for the necessary expenses of the special master and the special master's staff.

(5) The council district boundaries adopted by the superior court shall be immediately effective in the same manner as if the court's order were an enacted resolution or ordinance of the city council.

(c) This section does not apply to a charter city that has adopted in its city charter a different method for adopting city council district boundaries when a redistricting deadline is missed.

SEC. 39. Section 34874 of the Government Code is amended to read:

34874. (a) An amendatory ordinance altering the boundaries of the legislative districts established pursuant to this article shall not be submitted to the registered voters until the ordinance has been submitted to the planning commission of the city or, in absence of a planning commission, to the legislative body of said city for an examination as to the definiteness and certainty of the boundaries of the legislative districts proposed.

(b) An amendatory ordinance altering the boundaries of legislative districts shall comply with the requirements and criteria of Section 21601 or 21621 of the Elections Code, as applicable.

SEC. 40. Section 34877.5 of the Government Code is amended to read:

34877.5. (a) After an ordinance is passed by the voters pursuant to Section 34876.5, or after an ordinance is enacted by the legislative body pursuant to Section 34886, the legislative body shall prepare a proposed map that describes the boundaries and numbers of the districts for the legislative body. In preparing the proposed

map, the legislative body shall comply with the requirements and criteria of Section 21601 or 21621 of the Elections Code, as applicable, and shall seek public input, including accepting proposed maps submitted by the public.

(b) If the legislative body is changing from an at-large method of election to a district-based election, as those terms are defined in Section 14026 of the Elections Code, the legislative body shall hold public hearings pursuant to Section 10010 of the Elections Code. If the legislative body is otherwise adjusting the district boundaries, the legislative body shall hold public hearings on the proposed district boundaries pursuant to Section 21607 or 21627 of the Elections Code, as applicable.

SEC. 41. Section 34884 of the Government Code is amended to read:

34884. (a) If, at the time a vote is held on the subject of incorporation of a new city, a majority of the votes cast is for incorporation and, if, in accordance with Section 57116, a majority of the votes cast on the question of whether members of the city council in future elections are to be elected by district or at large is in favor of election by district, all of the following procedures apply:

(1) Before the first day on which voters may nominate candidates for election at the next regular municipal election, the legislative body shall, by ordinance or resolution, establish the boundaries of the districts of the legislative body. The districts shall be substantially equal in population as required by the United States Constitution. The districts shall comply with the requirements and criteria of Section 21601 or 21621 of the Elections Code, as applicable.

(2) The terms of office of the two members elected with the lowest vote shall expire on the Tuesday succeeding the next regular municipal election. At that election, members shall be elected by district in the even-numbered districts and shall hold office for four years.

(3) The terms of office of the three members elected with the highest vote shall expire on the Tuesday succeeding the second regular municipal election following the incorporation. At that election, members shall be elected by district in the odd-numbered districts and shall hold office for four years.

(b) The result of the vote cast on the question of whether members of the city council in future elections are to be elected by district or at large shall not preclude the submission to the voters at any future election of a measure in accordance with Section 34871.

SEC. 42. Section 34886 of the Government Code is amended to read:

34886. Notwithstanding Section 34871 or any other law, the legislative body of a city may adopt an ordinance that requires the members of the legislative body to be elected by district or by district with an elective mayor, as described in subdivisions (a) and (c) of Section 34871, without being required to submit the ordinance to the voters for approval. An ordinance adopted pursuant to this section shall comply with the requirements and criteria of Section 21601 or 21621 of the Elections Code, as applicable, and include a declaration that the change in the method of electing members of the legislative body is being made in furtherance of the purposes of the California Voting Rights Act of 2001 (Chapter 1.5 (commencing with Section 14025) of Division 14 of the Elections Code).

SEC. 43. The district boundary criteria specified in this act apply to supervisorial and council district boundaries that are adopted or readopted on or after January 1, 2020. Supervisorial and council district boundaries adopted before January 1, 2020, shall comply with the applicable district boundary criteria in effect at the time of their adoption.

SEC. 44. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.



CITY COUNCIL AGENDA – JANUARY 18, 2022

SUBJECT: Consideration of Sphere of Influence Amendment

SOURCE: Community Development

COMMENT: At its meeting on October 20, 2020, the City Council adopted Resolution 86-2020 approving a Mitigated Negative Declaration for the Citrus Blossom subdivision project, Resolution 87-2020 requesting that the Local Agency Formation Commission of Tulare County (LAFCo) approve an annexation and modify the Porterville Sphere of Influence (SOI), and Resolution 88-2020 approving the Citrus Blossom Tentative Subdivision map. Ordinance 1877, a rezone of APN 243-130-042 from RS-1 (Very Low Density Residential) to RS-2 (Low Density Residential), was approved on November 3, 2020, with the first reading taking place at the regularly scheduled City Council Meeting on October 20, 2020, and second reading on November 3, 2020.

The request for annexation and amendment to the Porterville SOI was considered by LAFCO at its meeting on July 7, 2021. The LAFCO Commission denied the request for annexation (LAFCO Case No. 1560-P-323) and continued the request for the amendment to the Porterville SOI (LAFCO Case 1560-P-323A), referring the item back to LAFCO staff and the City of Porterville for further study and consideration of including four additional parcels to the west of the requested amendment to the Porterville SOI. The requested amendment included APN's 243-130-038, 243-130-039, 243-130-040, and 243-130-041. The applicant subsequently submitted a request for reconsideration to LAFCO, which went before the Commission on September 1, 2021, and was also denied.

At its meeting on October 5, 2021, the Council provided direction to evaluate an amendment to the Porterville SOI to include the four parcels recommended by LAFCO (APN's 243-130-038, 243-130-039, 243-130-040, and 243-130-041), as well as four additional parcels, which include APN's 243-130-026, 243-130-027 243-130-033, 243-130-034, for a total of eight parcels. The proposed SOI amendment would expand the SOI to border the Friant Kern Canal to the west and Linda Vista Avenue to the north. The eight additional parcels is an approximate 19.7 acre increase to the requested amendment outlined in Resolution 87-2020.

The Mitigated Negative Declaration adopted by Resolution 86-2020, did not evaluate the addition of the eight additional parcels to the Porterville SOI. Crawford and Bowen Planning, Inc., the environmental consulting firm that wrote the original environmental document, prepared an addendum to the

adopted Mitigated Negative Declaration based on the current environmental and regulatory setting. The Addendum evaluated the environmental impacts associated with including eight additional parcels into the Porterville SOI pursuant to CEQA Sections 15162 and 15164. The evaluation concluded that the implementation of the Revised Project (increase in SOI amendment) will not result in new significant impacts or substantially increase the severity of impacts previously identified in the Mitigated Negative Declaration, and there are no previously infeasible alternatives that are now feasible.

The Porterville SOI amendment request as adopted in Resolution 87-2020 also included a request for annexation to allow for the Citrus Blossom project to move forward to develop housing within the standards of the City of Porterville Development Ordinance, including the utilization of City of Porterville utilities. The annexation was denied on July 7, 2021, therefore, if the project is to move forward, it will move forward in the County of Tulare.

RECOMMENDATION: That the City Council:

1. Adopt the draft Resolution for the Addendum to the Mitigated Negative Declaration of environmental impact;
2. Adopt the draft Resolution making application to Tulare LAFCO for consideration of a UDB/SOI amendment ;
and
3. Direct Staff to process SOI amendment through Tulare LAFCO

ATTACHMENTS:

1. Locator Map
2. Citrus Blossom CEQA Addendum
3. Draft Resolution - CEQA Addendum
4. Draft Resolution - SOI Amendment
5. LAFCO Resolution 21-015

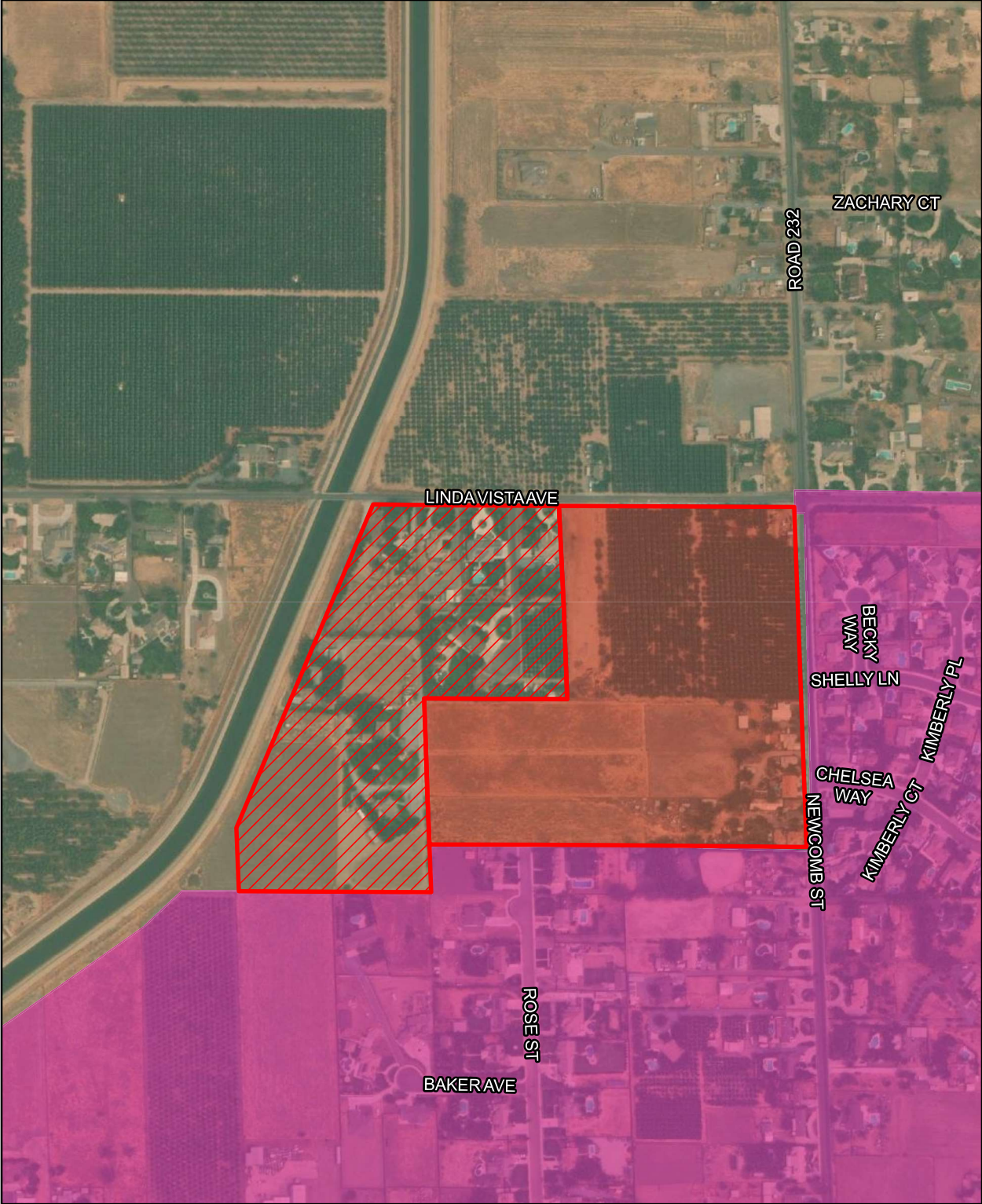
Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Community Development Director

Final Approver: John Lollis, City Manager

Citrus Blossom SOI Locator Map



- Existing City SOI
- Proposed SOI Amendment (25.3 acres)
- Proposed Addition to SOI Boundary (19.7 acres)

1 in = 500 feet



Addendum

Citrus Blossom TSM Project

Prepared for:



City of Porterville
291 N. Main Street
Porterville, CA 93257
(559) 782-7460
Contact: Jason Ridenour

Prepared by:



Crawford & Bowen Planning, Inc.
113 N. Church Street, Suite 302
Visalia, CA 93291
(559) 840-4414

Contact: Emily Bowen, LEED AP

January 2022

TABLE OF CONTENTS

SECTION ONE – INTRODUCTION	1
1.1 Addendum Purpose	1
1.2 Environmental Analysis and Conclusions	2
1.3 Incorporation by Reference	2
1.4 Addendum Process	2
SECTION TWO – PROJECT DESCRIPTION	3
2.1 Location and Setting.....	3
2.2 Project Description.....	3
SECTION THREE – CEQA CHECKLIST	4
3.1 Checklist Evaluation Categories	6
3.2 Environmental Analysis	6

Appendix A: *Mitigated Negative Declaration* – Citrus Blossom TSM Project (2020)

SECTION ONE – INTRODUCTION

This environmental document is an Addendum to the *Citrus Blossom Project* (Approved Project) Initial Study/Mitigated Negative Declaration (IS/MND), adopted on October 20, 2020 (State Clearinghouse #2020090149), by the City Council of the City of Porterville. After the City Council approved the Project, the Tulare County Local Agency Formation Commission (LAFCo) denied the Sphere of Influence (SOI) amendment and annexation, requesting additional parcels be included in the SOI (Revised Project). The proposed annexation area would remain unchanged.

In order to proceed with the Project, the City has determined that an Addendum to the adopted IS/MND should be prepared. As demonstrated in this Addendum, there are no additional impacts and the IS/MND continues to serve as the appropriate document addressing the environmental impacts of these changes, pursuant to California Environmental Quality Act (CEQA).

1.1 Addendum Purpose

When a proposed project is changed or there are changes in environmental setting, a determination must be made by the Lead Agency as to whether an Addendum or Subsequent EIR or MND is prepared. CEQA Guidelines Sections 15162 and 15164 set forth criteria to assess which environmental document is appropriate. The criteria for determining whether an Addendum or Subsequent MND is prepared are outlined below. If the criteria below are true, then an Addendum is the appropriate document:

- No new significant impacts will result from the project or from new mitigation measures.
- No substantial increase in the severity of environment impact will occur.
- No new feasible alternatives or mitigation measures that would reduce impacts previously found not to be feasible have, in fact been found to be feasible.

Based upon the information provided in Section Three of this document, implementation of the Revised Project will not result in new significant impacts or substantially increase the severity of impacts previously identified in the IS/MND, and there are no previously infeasible alternatives that are now feasible. None of the other factors set forth in Section 15162(a)(3) are present.

As such, an Addendum is appropriate, and this Addendum has been prepared to address the environmental effects of the Project.

1.2 Environmental Analysis and Conclusions

The Approved Project was evaluated under CEQA with an IS/MND in 2020. As previously discussed, additional parcels are being proposed for inclusion in the City's Sphere of Influence (SOI) at the suggestion of LAFCo. As such, the City is proposing to amend its existing SOI and UDB to include eight additional parcels. This Addendum addresses the environmental effects associated with the Project to determine if there are any new or increased environmental impacts due to implementation of the Project within the current regulatory and environmental setting. The conclusions of the analysis in this Addendum remain consistent with those made in the original IS/MND. No new significant impacts will result, and no substantial increase in severity of impacts will result from those previously identified in the IS/MND.

1.3 Incorporation by Reference

In compliance with CEQA Guidelines Section 15150, this Addendum has incorporated by reference the *Citrus Blossom TSM Project IS/MND*, adopted on October 20, 2020 (State Clearinghouse #2020090149). Information from this document incorporated by reference into this Addendum have been briefly summarized in the appropriate section(s) which follow, and the relationship between the incorporated part of the referenced document and this Addendum has been described. Citations to the documents and other sources which have been used in the preparation of this Addendum can be found as footnotes in the sections where they are referenced.

1.4 Addendum Process

As described in Section 1.1, an addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred.¹ An addendum need not be circulated for public review but can be included in or attached to the Final EIR or Negative Declaration.² The decision-making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project.³ Once adopted, the Addendum, along with the original EIR or Negative Declaration, is placed in the Administrative Record, and the CEQA process is complete. A copy of the Addendum will be transmitted to the State Clearinghouse.

¹ CEQA Guidelines, Section 15164(a)

² CEQA Guidelines, Section 15164(c)

³ CEQA Guidelines Section 15164(d)

SECTION TWO – PROJECT DESCRIPTION

2.1 Location and Setting

The City of Porterville is located in Tulare County in the southern part of the San Joaquin Valley. The Project site is located in northwest Porterville, bounded to the north by West Linda Vista Avenue and to the east by North Newcomb Street. A residential subdivision lies to the east, rural residences and fallowed fields to the south, the Friant-Kern Canal to the west, and orchards and rural residences to the north. Porterville is bisected north-south by State Route (SR) 65 and SR 190 runs east-west in the southern portion of the City.

2.2 Project Description

Original IS/MND

The Approved Project consists of an Annexation, Rezone and a Tentative Subdivision Map to allow for the construction of up to 50 single-family residential units on approximately 11.62 acres of land. The Project would be developed on Assessor's Parcel Number 243-130-042. The Project site is located on the southwest corner of West Linda Vista Avenue and North Newcomb Street.

Project Components

- Construction of internal local streets with two points of ingress/egress; one on the northwest corner of the property, off West Linda Vista Avenue and one on the eastern boundary, off North Newcomb Street.
- Improve all streets in or adjacent to the subdivision, in accordance with the approved improvements plan, per Section 407.02(h) of the Porterville Development Ordinance.
- Development of a subdivision tree and landscaping design that will be approved by the City. At least one tree will be planted on each residential lot and street trees will be planted at 35 feet on center along all parkways within and/or bordering the subdivision.
- Development of a Landscape plan, in accordance with Chapter 303 of the Porterville Development Ordinance.
- Change the zone from RS-1 to RS-2 (Very Low Density Residential to Low Density Residential)

Proposed Changes Analyzed in Addendum

In addition to the residential development analyzed in the original IS, the City is adding 19.7 acres comprising eight parcels to be added to the 25.3-acre proposed SOI/UDB amendment area, for a total Revised Project area of 45 acres, as demonstrated in Figure 1. Parcels to be included are as follows:

- 243-130-027
- 243-130-034
- 243-130-033
- 243-130-026
- 243-130-038
- 243-130-039
- 243-130-040
- 243-130-041

No development is proposed on the additional parcels to be included in the City's SOI/UDB.

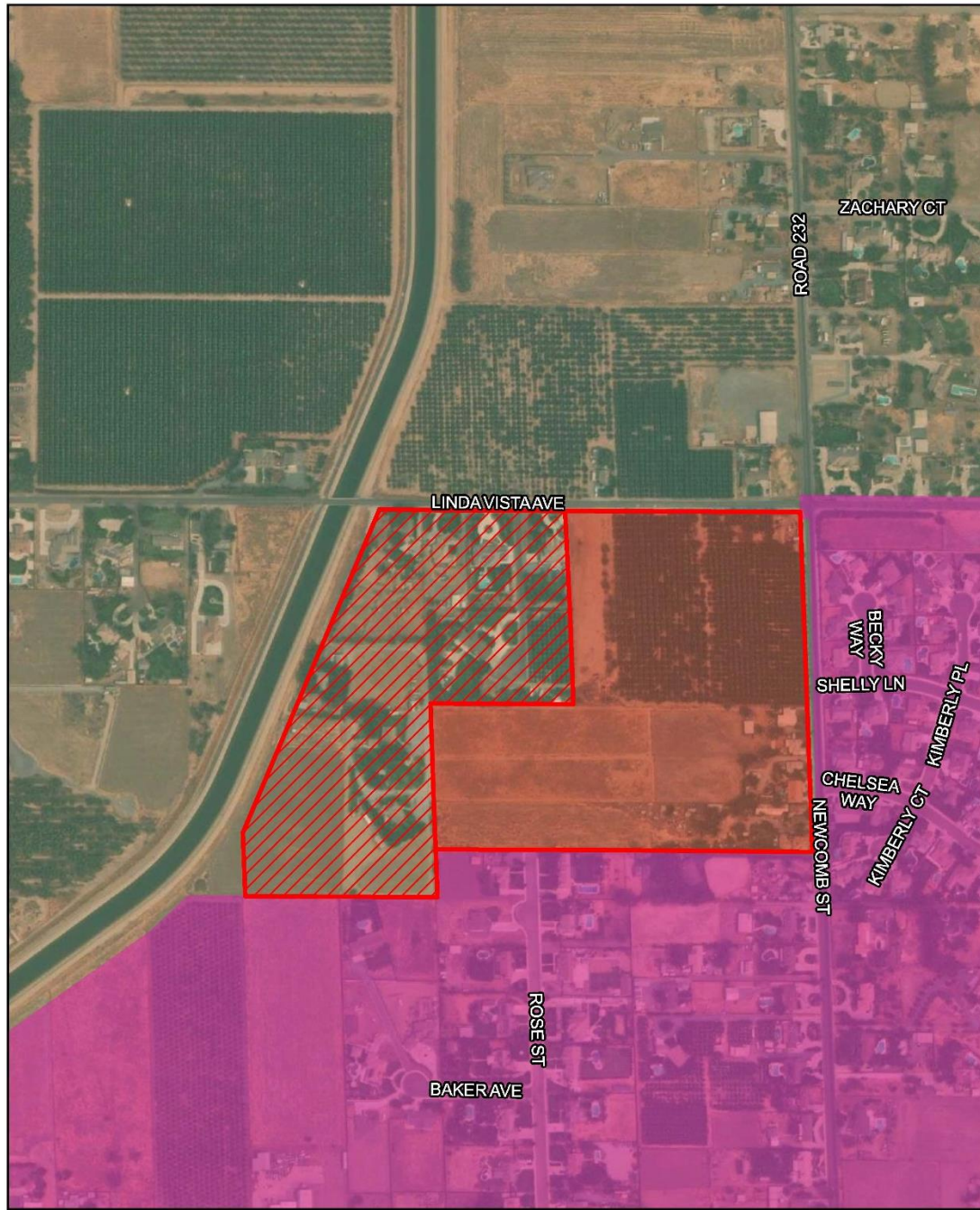
SECTION THREE – CEQA CHECKLIST

The purpose of the checklist is to evaluate the categories in terms of any changed condition (e.g., changed circumstances, project changes, or new information of substantial importance) that may result in a changed environment result (e.g., a new significant impact or substantial increase in the severity of a previously identified significant effect).⁴

The questions posed in the checklist come from Appendix G of the CEQA Guidelines. A “no” answer does not necessarily mean that there are no potential impacts relative to the environmental category, but that there is no change in the condition or status of the impact since it was analyzed and addressed with mitigation measures in the adopted IS/MND. These environmental categories might be answered with a “no” in the checklist, since the proposed project does not introduce changes that would result in modification to the conclusion of the adopted IS/MND.

⁴ CEQA Guidelines Section 15162

Figure 1 – Proposed SOI Amendment



-  Existing City SOI
-  Proposed SOI Amendment (25.3 acres)
-  Proposed Addition to SOI Boundary (19.7 acres)

1 in = 500 feet



Date Printed: 10/27/2021 by the Community Development Department

3.1 Checklist Evaluation Categories

Conclusion in Prior IS/MND – This column provides a cross reference to the section of the IS/MND where the conclusion may be found relative to the environmental issue listed under each topic.

Do Proposed Changes Involve New Impacts? – Pursuant to CEQA Guidelines Section 15162(a)(1), this column indicates whether the changes represented by the Revised Project will result in new significant environmental impacts not previously identified or mitigated by the IS/MND, or whether the changes will result in a substantial increase in the severity of a previously identified significant impact.

New Circumstances Involving New Impacts? – Pursuant to CEQA Guidelines Section 15162(a)(2), this column indicates where there have been substantial changes with respect to the circumstances under which the Project is undertaken that will require major revisions to the IS/MND, due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

New Information Requiring Analysis or Verification? – Pursuant to CEQA Guidelines Section 15162(a)(3)(a-d), this column indicates whether new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time of the previous FEIR or MND was certified as complete.

Adopted IS/MND Mitigation Measures – Pursuant to CEQA Guidelines Section 15162(a)(3), this column indicates whether the IS/MND provides mitigation measures to address effects in the related impact category.

3.2 Environmental Analysis

As explained in Section One, this comparative analysis has been undertaken pursuant to the provisions of CEQA Guidelines Sections 15162 and 15164 to provide the City with the factual basis for determining whether any changes in the Project, any changes in circumstances, or any new information since the IS/MND was adopted require additional environmental review or preparation of a Subsequent MND or EIR.

As described in Section Two, the City is proposing to expand the existing SOI/UDB to include eight additional parcels, or an additional 19.7 acres. No development is proposed on the eight parcels. New analysis for impacts within the Project area is provided in this Section of the Addendum on the following pages.

I. AESTHETICS

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
<i>Would the project:</i>					
a. Have a substantial adverse effect on a scenic vista?	Less Than Significant.	No. There are no identified scenic vistas in the area.	No. There are no identified scenic vistas in the area.	No. There are no identified scenic vistas in the area.	None.
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	Less Than Significant.	No. There are no scenic resources in the project area.	No. There are no scenic resources in the project area.	No. There are no scenic resources in the project area.	None.
c. In non-urbanized areas, substantially degrade the existing visual character or quality of the site and its surroundings?	Less Than Significant.	No. The project would not substantially degrade site existing visual character.	No. The project would not substantially degrade site existing visual character.	No. The project would not substantially degrade site existing visual character.	None.
d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	Less Than Significant.	No. The project would not create a source of substantial light or glare.	No. The project would not create a source of substantial light or glare.	No. The project would not create a source of substantial light or glare.	None.

DISCUSSION

The adopted MND determined that the proposed Project would have less than significant impacts to aesthetic resources. No physical changes or land disturbances would occur as a result of the inclusion of the additional parcels into the City's SOI/UDB. There are no changes to the Project description that would cause an increase in impacts beyond what was previously analyzed. Therefore, the Project impact remains less than significant.

FINAL IS/ND MITIGATION MEASURES

None.

CONCLUSION

The conclusions from the IS/MND remain unchanged.

II. AGRICULTURAL AND FORESTRY RESOURCES

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
<i>Would the project:</i>					
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency to non-agricultural use?	Less Than Significant.	No. The project will not remove any land from agricultural production.	No. The project will continue to not remove any land from agricultural production.	No. The proposed project remains the same concerning agricultural resources.	None.
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?	No Impact.	No. The project will not remove any land from agricultural production.	No. The project will not remove any land from agricultural production.	No. The proposed project remains the same concerning agricultural resources.	None.
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	No Impact.	No. The project will not remove any land from agricultural production.	No. The project will not remove any land from agricultural production.	No. The proposed project remains the same concerning agricultural resources.	None.
d. Result in the loss of forest land or conversion of forest land to non-forest use?	No Impact.	No. There is no forest land on site.	No. There is no forest land on site.	No. There is no forest land on site.	None.
e. Involve other changes in the existing	Less Than Significant.	No. The project will	No. The project will	No. The project will	None.

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?		not remove any land from agricultural production.	not remove any land from agricultural production.	not remove any land from agricultural production.	

DISCUSSION

As discussed in the adopted MND, portions of the land to be included in the City's SOI/UDB are considered Farmland of Statewide Importance by the State's Farmland Mapping and Monitoring Program. No land under the Williamson Act contracts occurs within the Project area. There is no land development or physical change associated with including the additional parcels in the City's SOI/UDB and as such, Project implementation does not have the potential to result in the conversion of farmland to non-agricultural uses or forest land to non-forestland. There is no new impact.

FINAL IS/MND MITIGATION MEASURES

None.

CONCLUSION

The Project will continue to have less than significant impacts on agricultural or forestry resources.

III. AIR QUALITY

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
<i>Would the project:</i>					
a. Conflict with or obstruct implementation of the applicable air quality plan?	Less Than Significant Impact.	No. The project would not create new significant increases in air emissions that would conflict or obstruct implementation of an available air quality plan.	No. The project would not create new significant increases in air emissions that would conflict or obstruct implementation of an available air quality plan.	No. The project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard.	None.
b. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard?	Less Than Significant Impact.	No. The project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard.	No. The project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard.	No. The project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard.	None.
c. Expose sensitive receptors to substantial pollutant concentrations.	Less Than Significant Impact.	No. The project would not expose sensitive receptors to substantial	No. The project would not expose sensitive receptors to substantial	No. The project would not expose sensitive receptors to substantial	None.

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
		pollutant concentrations.	pollutant concentrations.	pollutant concentrations.	
d. Result in other emissions (such as those leading to odors or adversely affecting a substantial number of people)?	Less Than Significant Impact.	No. The project would not result in other emissions that would affect a substantial number of people.	No. The project would not result in other emissions that would affect a substantial number of people.	No. The project would not result in other emissions that would affect a substantial number of people.	None.

DISCUSSION

The adopted Mitigated Negative Declaration determined that the proposed Project would have less than significant impacts on air quality. The proposed Project includes including an additional 19.7 acres of land within the City's SOI/UDB. No physical changes are proposed as part of the Project and as such, emissions estimates are not necessary. Therefore, the Project impact remains less than significant.

FINAL IS/MND MITIGATION MEASURES

None.

CONCLUSION

The conclusions from the IS/MND remain unchanged.

IV. BIOLOGICAL RESOURCES

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
<i>Would the project:</i>					
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	Less Than Significant Impact with Mitigation Incorporation.	No. There is no physical development associated with this Project and as such, there are no changes to the Project description that would result in an increase in biological impacts from the previous IS/MND.	No. There is no physical development associated with this Project and as such, there are no changes to the Project description that would result in an increase in biological impacts from the previous IS/MND.	No. There is no physical development associated with this Project and as such, there are no changes to the Project description that would result in an increase in biological impacts from the previous IS/MND.	Yes. BIO – 1 and BIO – 2.
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	Less Than Significant Impact.	No. There are no physical changes associated with the Project.	No. There are no physical changes associated with the Project.	No. There are no physical changes associated with the Project.	None.
c. Have a substantial adverse effect on federally protected	Less Than Significant Impact.	No. There are no physical changes associated	No. There are no physical changes associated	No. There are no physical changes associated with the Project.	None.

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?		with the Project.	with the Project.		
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	Less Than Significant Impact with Mitigation Incorporation.	No. There are no physical changes associated with the Project.	No. There are no physical changes associated with the Project.	No. There are no physical changes associated with the Project.	Yes. BIO-3.
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	Less Than Significant.	No. There are no physical changes associated with the Project.	No. There are no physical changes associated with the Project.	No. There are no physical changes associated with the Project.	None.
f. Conflict with the provisions of an adopted Habitat Conservation	Less Than Significant.	No. The Project is not subject to any adopted	No. The Project is not subject to any adopted	No. The Project is not subject to any adopted biological	None.

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?		biological conservation plans.	biological conservation plans.	conservation plans.	

DISCUSSION

The adopted Mitigated Negative Declaration determined that the proposed Project would have less than significant impacts on biological resources with mitigation incorporation. A Biological Reconnaissance Survey (Survey) was conducted in March of 2020 to address potential impacts to biological resources resulting from development of the original 11.62-acre site. The Project now includes eight additional parcels for a total of 35 acres added to the City's SOI/UDB. The additional acreage was not included in the Survey; however, no development is proposed for the additional parcels included in the Project. Therefore, the Project impact remains less than significant.

FINAL IS/MND MITIGATION MEASURES

- BIO-1** To the extent practicable, construction shall be scheduled to avoid the Swainson's hawk nesting season, which extends from March through August
- BIO-2** If it is not possible to schedule work between September and February, a qualified biologist shall conduct a survey for active Swainson's hawk nests within 0.50 miles of the Project site no more than 14 days prior to the start of construction. If an active nest is found within 0.50 miles, and the qualified biologist determines that Project activities would disrupt nesting, a construction-free buffer or limited operating period shall be implemented in consultation with the CDFW.
- BIO-3:** To the extent practicable, construction shall be scheduled to avoid the nesting season, which extends from February through August. If it is not possible to schedule construction between September and January, preconstruction surveys for nesting birds shall be

conducted by a qualified biologist to ensure that no active nests will be disturbed during Project implementation. A preconstruction survey shall be conducted no more than 14 days prior to the initiation of construction activities. During this survey, the qualified biologist shall inspect all potential nest substrates in and immediately adjacent to the impact area for nests. If an active nest is found close enough to the construction area to be disturbed by these activities, the qualified biologist shall determine the extent of a construction-free buffer to be established around the nest. If work cannot proceed without disturbing the nesting birds, work may need to be halted or redirected to other areas until nesting and fledging are completed or the nest has otherwise failed for non-construction related reasons.

CONCLUSION

The conclusions from the IS/MND remain unchanged.

V. CULTURAL RESOURCES

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
<i>Would the project:</i>					
a. Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	Less Than Significant with Mitigation Incorporation.	No. There are no physical changes associated with the Project.	No. There are no physical changes associated with the Project.	No. There are no physical changes associated with the Project.	Yes. CUL-1.
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	Less Than Significant with Mitigation Incorporation.	No. There are no physical changes associated with the Project.	No. There are no physical changes associated with the Project.	No. There are no physical changes associated with the Project.	Yes. CUL-1.
c. Cause a disturbance in any human remains, including those interred outside of formal cemeteries?	Less Than Significant with Mitigation Incorporation.	No. There are no physical changes associated with the Project.	No. There are no physical changes associated with the Project.	No. There are no physical changes associated with the Project.	Yes. CUL-2.

DISCUSSION

The adopted Mitigated Negative Declaration determined that the proposed Project would have less than significant impacts to cultural resources, with mitigation implemented. A Cultural Resources Records Search (Search) was conducted by the Southern San Joaquin Valley Information Center for the original project site. The Search concluded that there are no recorded resources within the project area; however, it is unknown if any are present. No development is proposed for the additional parcels included in the Project. As discussed in the original IS/MND, although no known cultural or archaeological resources or human remains exist on site, the possibility exists that such resources or remains may be discovered during Project site preparation, excavation and/or grading activities. Mitigation Measures CUL-1 and CUL-2 will continue to be implemented to ensure that the Project will result in less than significant impacts with mitigation.

FINAL IS/MND MITIGATION MEASURES

CUL-1 The following measures shall be implemented:

- Before initiation of construction or ground-disturbing activities associated with the Project, the City shall require all construction personnel to be alerted to the possibility of buried cultural resources, including historic, archeological and paleontological resources;
- The general contractor and its supervisory staff shall be responsible for monitoring the construction Project for disturbance of cultural resources; and
- If a potentially significant historical, archaeological, or paleontological resource, such as structural features, unusual amounts of bone or shell, artifacts, human remains, or architectural remains or trash deposits are encountered during subsurface construction activities (i.e., trenching, grading), all construction activities within a 100-foot radius of the identified potential resource shall cease until a qualified archaeologist evaluates the item for its significance and records the item on the appropriate State Department of Parks and Recreation (DPR) forms. The archaeologist shall determine whether the item requires further study. If, after the qualified archaeologist conducts appropriate technical analyses, the item is determined to be significant under California Environmental Quality Act, the archaeologist shall recommend feasible mitigation measures, which may include avoidance, preservation in place or other appropriate measure, as outlined in Public Resources Code section 21083.2. The City of Porterville shall implement said measures.

CUL-2 The Project applicant will incorporate into the construction contract(s) a provision that in the event a fossil or fossil formations are discovered during any subsurface construction activities for the proposed Project (i.e., trenching, grading), all excavations within 100 feet of the find shall be temporarily halted until the find is examined by a qualified paleontologist, in accordance with Society of Vertebrate Paleontology standards. The paleontologist shall notify the appropriate representative at the City of Porterville, who shall coordinate with the paleontologist as to any necessary investigation of the find. If the find is determined to be significant under CEQA, the City shall implement those measures, which may include avoidance, preservation in place, or other appropriate measures, as outlined in Public Resources Code section 21083.2.

CONCLUSION

The conclusions from the IS/MND remain unchanged.

VI. ENERGY

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
<i>Would the project:</i>					
a. Result in potentially significant environmental impact due to wasteful, inefficient or unnecessary consumption of energy resources, during project construction or operation?	Less Than Significant Impact.	No. There are no physical changes associated with the Project.	No. There are no physical changes associated with the Project.	No. There are no physical changes associated with the Project.	None.
b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	Less Than Significant Impact.	No. The Project does not conflict with any applicable energy use plans.	No. The Project does not conflict with any applicable energy use plans.	No. The Project does not conflict with any applicable energy use plans.	None.

DISCUSSION

As discussed in the original MND, during construction, the Project would consume energy in two general forms: (1) the fuel energy consumed by construction vehicles and equipment; and (2) bound energy in construction materials, such as asphalt, steel, concrete, and pipes. Title 24 Building Energy Efficiency Standards provide guidance on construction techniques to maximize energy conservation and it is expected that contractors and owners have a strong financial incentive to use recycled materials and products originating from nearby sources in order to reduce materials costs. No development is proposed for the additional parcels included in the Project. As such, the inclusion of additional parcels would not involve the wasteful, inefficient, or unnecessary consumption of energy.

Any impacts remain less than significant.

FINAL IS/MND MITIGATION MEASURES

None.

CONCLUSION

The conclusion from the original IS/MND remains unchanged.

VII. GEOLOGY AND SOILS

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
<i>Would the project:</i>					
a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:					
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	No Impact.	No. The project would not be exposed to fault rupture. There are no physical changes associated with the Project.	No. The project would not be exposed to fault rupture. There are no physical changes associated with the Project.	No. The project would not be exposed to fault rupture. There are no physical changes associated with the Project.	None.
ii. Strong seismic ground shaking?	Less Than Significant Impact.	No. The project would not be exposed to fault rupture. There are no physical changes associated with the Project.	No. The project would not be exposed to fault rupture. There are no physical changes associated with the Project.	No. The project would not be exposed to fault rupture. There are no physical changes associated with the Project.	None.

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
iii. Seismic-related ground failure, including liquefaction?	Less Than Significant Impact.	No. The project would not increase exposure to seismic-related ground failure including liquefaction.	No. The project would not increase exposure to seismic-related ground failure including liquefaction.	No. The project would not increase exposure to seismic-related ground failure including liquefaction.	None.
iv. Landslides?	Less Than Significant Impact.	No. The project would not increase exposure to landslides.	No. The project would not increase exposure to landslides.	No. The project would not increase exposure to landslides.	None.
b. Result in substantial soil erosion or the loss of topsoil?	Less Than Significant Impact.	No. The project would not result in soil erosion or the loss of topsoil.	No. The project would not result in soil erosion or the loss of topsoil.	No. The project would not result in soil erosion or the loss of topsoil.	None.
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	No Impact.	No. The project would not increase exposure to risks associated with unstable geologic units or soils.	No. The project would not increase exposure to risks associated with unstable geologic units or soils.	No. The project would not increase exposure to risks associated with unstable geologic units or soils.	None.
d. Be located on expansive soil, as defined in Table 18-1-B of the most recently adopted Uniform Building Code creating substantial risks to life or property?	Less Than Significant Impact.	No. The project would not increase exposure to risks associated with expansive soil.	No. The project would not increase exposure to risks associated with expansive soil.	No. The project would not increase exposure to risks associated with expansive soil.	None.

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
e. Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	No Impact.	No. The project would not implement septic tanks or alternative wastewater disposal systems.	No. The project would not implement septic tanks or alternative wastewater disposal systems.	No. The project would not implement septic tanks or alternative wastewater disposal systems.	None.
f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	Less Than Significant Impact.	No. The project would not directly or indirectly destroy a unique paleontological resource, site, or unique geologic feature.	No. The project would not directly or indirectly destroy a unique paleontological resource, site, or unique geologic feature.	No. The project would not directly or indirectly destroy a unique paleontological resource, site, or unique geologic feature.	None.

DISCUSSION

The original IS/MND identified that no active faults underlie the City of Porterville and no erosion or loss of topsoil will occur. The Project site is not located within a currently designated Earthquake Fault Zone (formerly Alquist-Priolo Earthquake Fault Zone). The Project does not include the use of septic tanks or other alternative wastewater disposal systems. There are no changes to the Project description that would cause an increase in impacts beyond what was previously analyzed. Therefore, the Project impact remains less than significant.

FINAL IS/MND MITIGATION MEASURES

None.

CONCLUSION

The conclusions from the IS/MND remain unchanged.

VIII. GREENHOUSE GAS EMISSIONS

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
<i>Would the project:</i>					
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	Less Than Significant with Mitigation Incorporation.	No. The project would not generate a significant amount of greenhouse gas emissions.	No. The project would not generate a significant amount of greenhouse gas emissions.	No. The project would not generate a significant amount of greenhouse gas emissions.	Yes. GHG-1.
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	Less Than Significant Impact.	No. The project would not conflict with an applicable GHG reduction plan.	No. The project would not conflict with an applicable GHG reduction plan.	No. The project would not conflict with an applicable GHG reduction plan.	None.

DISCUSSION

As discussed in the original IS/MND, the proposed Project would generate greenhouse gas emissions from long-term area and mobile sources as well as indirectly from energy consumption. Mobile sources would include residential vehicle trips and area source emissions would result from consumption of natural gas and electricity. As there is no development associated with including the additional parcels in the City's SOI/UDB, the Project will not generate greenhouse gas emissions or conflict with an applicable plan, policy or greenhouse gas regulation. Therefore, the Project impact remains less than significant with mitigation incorporated.

FINAL IS/MND MITIGATION MEASURES

GHG-1: The project applicant shall demonstrate compliance with the applicable BPS strategies to the Planning Division prior to the issuance of a building permit. The following PBS strategies are considered to be applicable, feasible, and effective in reducing greenhouse gas emissions generated by the project:

- The project applicant shall provide a pedestrian access network that internally links all residential units and connects to the existing surrounding external streets and pedestrian facilities.
- The project applicant shall ensure site design and building placement minimize barriers to pedestrian access and interconnectivity. Physical barriers such as wells, berms, landscaping, and slopes between residential uses that impede bicycle or pedestrian circulation shall be eliminated. In addition, barriers to pedestrian access of neighboring facilities and sites shall be minimized.
- Any transit stops associated with the project shall be provided with safe and convenient bicycle/pedestrian access and provide essential transit stop improvements (i.e., shelters, route information, benches, and lighting).
- The project applicant shall install energy efficient roofing materials.
- The project applicant shall incorporate bike lanes and routes into the street system.
- The project applicant shall plant trees to provide shade.
- The project applicant shall install only natural gas or electric stoves in residences. The project applicant shall install energy efficient heating and cooling systems, appliances and equipment, and control systems.

CONCLUSION

The conclusions from the IS/MND remain unchanged.

IX. HAZARDS AND HAZARDOUS MATERIALS

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
<i>Would the project:</i>					
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	Less Than Significant Impact.	No. The project would not create new or increased impact involving hazardous materials.	No. The project would not create new or increased impact involving hazardous materials.	No. The project would not create new or increased impact involving hazardous materials.	None.
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	Less Than Significant Impact.	No. The project would not create additional significant hazard to the public or environmental through reasonably foreseeable upset and accident conditions.	No. The project would not create additional significant hazard to the public or environmental through reasonably foreseeable upset and accident conditions.	No. The project would not create additional significant hazard to the public or environmental through reasonably foreseeable upset and accident conditions.	None.
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	No Impact.	No. There continues to be no school within one-quarter mile of the site.	No. There continues to be no school within one-quarter mile of the site.	No. There continues to be no school within one-quarter mile of the site.	None.
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	No Impact.	No. The project is not designated as a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.	No. The project is not designated as a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.	No. The project is not designated as a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.	None.
e. For a project located within an airport land	No Impact.	No. The project is not within an	No. The project is not within an	No. The project is not within an	None.

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?		Airport Land Use Plan Zone.	Airport Land Use Plan Zone.	Airport Land Use Plan Zone.	
f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	No Impact.	No. The project would not impair emergency evacuation or response.	No. The project would not impair emergency evacuation or response.	No. The project would not impair emergency evacuation or response.	None.
g. Expose people or structures to a significant risk of loss, injury or death involving wildland fires?	No Impact.	No. The project site is not located in an area susceptible to extreme fire hazards or wildland fires.	No. The project site is not located in an area susceptible to extreme fire hazards or wildland fires.	No. The project site is not located in an area susceptible to extreme fire hazards or wildland fires.	None.

DISCUSSION

The original IS/MND determined that there would be less than significant impacts to hazards and hazardous materials. There is no construction or development associated with including the additional parcels in the City's SOI/UDB and as such, the Project would not cause an increase in impacts beyond what was previously analyzed. Therefore, the impact remains less than significant.

FINAL IS/MND MITIGATION MEASURES

None.

CONCLUSION

The conclusions from the IS/MND remain unchanged.

X. HYDROLOGY AND WATER QUALITY

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
<i>Would the project:</i>					
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	Less than Significant Impact.	No. The project would not violate water quality standards or waste discharge requirements.	No. The project would not violate water quality standards or waste discharge requirements.	No. The project would not violate water quality standards or waste discharge requirements.	None.
b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	Less than Significant Impact.	No. The project would not substantially deplete groundwater resources or impair groundwater recharge.	No. The project would not substantially deplete groundwater resources or impair groundwater recharge.	No. The project would not substantially deplete groundwater resources or impair groundwater recharge.	None.
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	Less than Significant Impact.	No. The project would not substantially alter the existing site drainage pattern and it would not alter the course of a stream or river or result in erosion or siltation on or off site.	No. The project would not substantially alter the existing site drainage pattern and it would not alter the course of a stream or river or result in erosion or siltation on or off site.	No. The project would not substantially alter the existing site drainage pattern and it would not alter the course of a stream or river or result in erosion or siltation on or off site.	None.
d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	Less than Significant Impact.	No. The project would not substantially alter the existing site drainage pattern on the site or area, and it would not alter the course	No. The project would not substantially alter the existing site drainage pattern on the site or area, and it would not alter the course	No. The project would not substantially alter the existing site drainage pattern on the site or area, and it would not alter the course	None.

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
		of a stream or river or substantially increase the rate of runoff in a manner that would result in flooding on- or off- site.	of a stream or river or substantially increase the rate of runoff in a manner that would result in flooding on- or off- site.	of a stream or river or substantially increase the rate of runoff in a manner that would result in flooding on- or off- site.	
e. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	Less than Significant Impact.	No. The project would not increase the rate of runoff in a manner that would result in flooding on- or off- site.	No. The project would not increase the rate of runoff in a manner that would result in flooding on- or off- site.	No. The project would not increase the rate of runoff in a manner that would result in flooding on- or off- site.	None.
f. Impede or redirect flood flows?	Less than Significant Impact.	No. The project would not impede or redirect flood flows.	No. The project would not impede or redirect flood flows.	No. The project would not impede or redirect flood flows.	None.

DISCUSSION

The adopted Mitigated Negative Declaration determined that the proposed Project would have less than significant impacts on hydrology and water quality. There is no construction or development associated with including the additional parcels in the City's SOI/UDB and as such, the Project would not cause an increase in impacts beyond what was previously analyzed. Therefore, the impact remains less than significant.

FINAL IS/MND MITIGATION MEASURES

None.

CONCLUSION

The conclusions from the IS/MND remain unchanged.

XI. LAND USE AND PLANNING

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
<i>Would the project:</i>					
a. Physically divide an established community?	No Impact.	No. The project would not divide an established community.	No. The project would not divide an established community.	No. The project would not divide an established community.	None.
b. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	No Impact.	No. The project involves including additional parcels within the City's SOI/UDB. There is no development associated with the project.	No. The project involves including additional parcels within the City's SOI/UDB. There is no development associated with the project.	No. The project involves including additional parcels within the City's SOI/UDB. There is no development associated with the project.	None.

DISCUSSION

The adopted Mitigated Negative Declaration determined that the proposed Project would have no impact on land use and planning. There is no construction or development associated with including the additional parcels in the City's SOI/UDB and as such, the Project would not cause an increase in impacts beyond what was previously analyzed. Therefore, there remains no impact.

FINAL IS/MND MITIGATION MEASURES

None.

CONCLUSION

The conclusions from the IS/MND remain unchanged.

XII. MINERAL RESOURCES

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
<i>Would the project:</i>					
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	No Impact.	No. The project would not result in the loss of known mineral resources.	No. The project would not result in the loss of known mineral resources.	No. The project would not result in the loss of known mineral resources.	None.
b. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	No Impact.	No. The project would not result in the loss of known mineral resources.	No. The project would not result in the loss of known mineral resources.	No. The project would not result in the loss of known mineral resources.	None.

DISCUSSION

The adopted Mitigated Negative Declaration determined that the proposed Project would have no impact to mineral resources. There are no changes to the Project description that would cause an increase in impacts beyond what was previously analyzed. Therefore, there continues to be no impact.

FINAL IS/MND MITIGATION MEASURES

None.

CONCLUSION

The conclusions from the IS/MND remain unchanged.

XIII. NOISE

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
<i>Would the project:</i>					
a. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	Less Than Significant Impact.	No. The project would not expose persons to or generate noise levels in excess of standards established by applicable local, regional or national regulations.	No. The project would not expose persons to or generate noise levels in excess of standards established by applicable local, regional or national regulations.	No. The project would not expose persons to or generate noise levels in excess of standards established by applicable local, regional or national regulations.	Yes. NOI-1, NOI-2 and NOI-3.
b. Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	Less Than Significant Impact.	No. The project would not expose persons to excessive groundborne vibration.	No. The project would not expose persons to excessive groundborne vibration.	No. The project would not expose persons to excessive groundborne vibration.	Yes. NOI-1, NOI-2 and NOI-3.
c. For a project located within a private airstrip or airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	No Impact.	No. The project is not within the established airport noise contour.	No. The project is not within the established airport noise contour.	No. The project is not within the established airport noise contour.	No.

DISCUSSION

The adopted Mitigated Negative Declaration determined that the proposed Project would have less than significant with mitigation incorporation to no impact with regards to noise. There are no changes to the Project description that would cause an increase in noise beyond what was previously analyzed, as no development is associated with including additional parcels in the City's SOI/UDB. No additional noise

will be generated and therefore, the Project impact remains less than significant with mitigation incorporation.

FINAL IS/MND MITIGATION MEASURES

- NOI-1** During the construction period, delivery trucks serving the Project shall be limited to between 6:00 A.M. and 9:00 P.M. Monday through Friday and between 7:00 A.M. and 5:00 PM on Saturday or Sunday to avoid noise-sensitive hours of the day.
- NOI-2** Construction activities shall be limited to between 6:00 A.M. and 9:00 P.M. Monday through Friday and between 7:00 A.M. and 5:00 PM on Saturday or Sunday to avoid noise-sensitive hours of the day. Construction activities shall be prohibited on holidays (President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Day, and New Year's Day).
- NOI-3** The construction contract shall require the construction contractor to ensure that construction equipment noise is minimized by muffling and shielding intakes and exhaust on construction equipment (in accordance with the manufacturer's specifications) and by shrouding or shielding impact tools.

CONCLUSION

The conclusions from the IS/MND remain unchanged.

XIV. POPULATION AND HOUSING

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
<i>Would the project:</i>					
a. Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	Less Than Significant Impact.	No. The project would not induce substantial growth in the project area.	No. The project would not induce substantial growth in the project area.	No. The project would not induce substantial growth in the project area.	None.
b. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	Less Than Significant Impact.	No. The project will not displace existing housing.	No. The project will not displace existing housing.	No. The project will not displace existing housing.	None.

RESPONSES

The adopted Mitigated Negative Declaration determined that the proposed Project would have less than significant impacts on population and housing. There is no construction or development associated with including the additional parcels in the City's SOI/UDB and as such, the Project would not cause an increase in impacts beyond what was previously analyzed. Therefore, there remains less than significant impacts.

FINAL IS/MND MITIGATION MEASURES

None.

CONCLUSION

The conclusions from the IS/MND remain unchanged.

XV. PUBLIC SERVICES

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
<i>Would the project:</i>					
a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:					
Fire protection?	Less Than Significant Impact.	No. The project would not result in a need for new or expanded fire protection facilities.	No. The project would not result in a need for new or expanded fire protection facilities.	No. The project would not result in a need for new or expanded fire protection facilities.	None.
Police protection?	Less Than Significant Impact.	No. The project would not result in a need for new or expanded police protection facilities.	No. The project would not result in a need for new or expanded police protection facilities.	No. The project would not result in a need for new or expanded police protection facilities.	None.
Schools?	Less Than Significant Impact.	No. The project would not result in a need for new or	No. The project would not result in a need for new or	No. The project would not result in a need for new or	None.

		expanded school facilities.	expanded school facilities.	expanded school facilities.	
Parks?	Less Than Significant Impact.	No. The project would not result in a need for new or expanded park facilities.	No. The project would not result in a need for new or expanded park facilities.	No. The project would not result in a need for new or expanded park facilities.	None.
Other public facilities?	Less Than Significant Impact.	No. The project would not result in a need for new or expanded other facilities.	No. The project would not result in a need for new or expanded other facilities.	No. The project would not result in a need for new or expanded other facilities.	None.

DISCUSSION

The adopted Mitigated Negative Declaration determined that the proposed Project would have less than significant impacts on public services. There are no changes to the Project description that would cause an increase in impacts beyond what was previously analyzed. Therefore, the Project impact remains less than significant.

FINAL IS/MND MITIGATION MEASURES

None.

CONCLUSION

The conclusions from the IS/MND remain unchanged.

XVI. RECREATION

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
<i>Would the project:</i>					
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	Less Than Significant Impact.	No. The project would not result in the deterioration of an existing park as there is no development associated with Project implementation.	No. The project would not result in the deterioration of an existing park as there is no development associated with Project implementation.	No. The project would not result in the deterioration of an existing park as there is no development associated with Project implementation.	None.
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	Less Than Significant Impact.	No. The project would not result in a need for new or expanded park facilities as there is no development associated with Project implementation.	No. The project would not result in a need for new or expanded park facilities as there is no development associated with Project implementation.	No. The project would not result in a need for new or expanded park facilities as there is no development associated with Project implementation.	None.

DISCUSSION

The adopted Mitigated Negative Declaration determined that the proposed Project would have less than significant impacts to recreational resources. There are no changes to the Project description that would cause an increase in impacts beyond what was previously analyzed. Therefore, the Project impact remains less than significant.

FINAL IS/MND MITIGATION MEASURES

None.

CONCLUSION

The conclusions from the IS/MND remain unchanged.

XVII. TRANSPORTATION/TRAFFIC

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
<i>Would the project:</i>					
a. Conflict with an applicable plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	Less Than Significant Impact.	No. The project would not conflict with an applicable plan, ordinance or policy regarding the circulation system.	No. The project would not conflict with an applicable plan, ordinance or policy regarding the circulation system.	No. The project would not conflict with an applicable plan, ordinance or policy regarding the circulation system.	None.
b. Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	Less Than Significant Impact.	No. The project would not conflict with CEQA Guidelines section 15064.3, subdivision (b).	No. The project would not conflict with CEQA Guidelines section 15064.3, subdivision (b).	No. The project would not conflict with CEQA Guidelines section 15064.3, subdivision (b).	None
c. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	Less Than Significant Impact.	No. The project would not increase hazards due to a design feature.	No. The project would not increase hazards due to a design feature.	No. The project would not increase hazards due to a design feature.	None.
d. Result in inadequate emergency access?	Less Than Significant Impact.	No. The project would not result in inadequate emergency access.	No. The project would not result in inadequate emergency access.	No. The project would not result in inadequate emergency access.	None.

DISCUSSION

The adopted Mitigated Negative Declaration determined that the proposed Project would have less than significant impacts on transportation. There are no changes to the Project description that would cause

an increase in impacts beyond what was previously analyzed. Therefore, the Project impact remains less than significant.

FINAL IS/MND MITIGATION MEASURES

None.

CONCLUSION

The conclusions from the IS/MND remain unchanged.

XVIII. TRIBAL CULTURAL RESOURCES

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
<i>Would the project:</i>					
a. Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:	Less Than Significant Impact.	No. There are no physical changes associated with the Project.	No. There are no physical changes associated with the Project.	No. There are no physical changes associated with the Project.	None.
h. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	Less Than Significant Impact.	No. There are no physical changes associated with the Project.	No. There are no physical changes associated with the Project.	No. There are no physical changes associated with the Project.	None.
ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1,	Less Than Significant Impact.	No. There are no physical changes associated with the Project.	No. There are no physical changes associated with the Project.	No. There are no physical changes associated with the Project.	None.

the lead agency shall consider the significance of the resource to a California Native American tribe.					
--	--	--	--	--	--

DISCUSSION

The adopted Mitigated Negative Declaration determined that the proposed Project would have less than significant impacts on tribal resources. There are no changes to the Project description that would cause an increase in impacts beyond what was previously analyzed. Therefore, the Project impact remains less than significant.

FINAL IS/MND MITIGATION MEASURES

None.

CONCLUSION

Less than significant impact.

XIX. UTILITIES AND SERVICE SYSTEMS

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
<i>Would the project:</i>					
a. Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	Less Than Significant Impact.	No. There are no physical changes associated with the Project.	No. There are no physical changes associated with the Project.	No. There are no physical changes associated with the Project.	None.
b. Have sufficient water supplies available to serve the project and reasonably foresee future development during normal, dry and multiple dry years?	Less Than Significant Impact.	No. There are no physical changes associated with the Project.	No. There are no physical changes associated with the Project.	No. There are no physical changes associated with the Project.	None.
c. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	Less Than Significant Impact.	No. There are no physical changes associated with the Project.	No. There are no physical changes associated with the Project.	No. There are no physical changes associated with the Project.	None.
d. Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	Less Than Significant Impact.	No. There are no physical changes associated with the Project.	No. There are no physical changes associated with the Project.	No. There are no physical changes associated with the Project.	None.

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
e. Comply with federal, state, and local management and reduction statues and regulations related to solid waste?	Less Than Significant Impact.	No. The project would comply with applicable statues and regulations related to solid waste.	No. The project would comply with applicable statues and regulations related to solid waste.	No. The project would comply with applicable statues and regulations related to solid waste.	None.

DISCUSSION

The adopted Mitigated Negative Declaration determined that the proposed Project would have less than significant impacts on utilities and service systems. There are no changes to the Project description that would cause an increase in impacts beyond what was previously analyzed. Therefore, the Project impact remains less than significant.

FINAL IS/MND MITIGATION MEASURES

None.

CONCLUSION

The conclusions from the IS/MND remain unchanged.

XX. WILDFIRE

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
<i>Would the project:</i>					
a. Substantially impair an adopted emergency response plan or emergency evacuation plan?	Less Than Significant Impact.	No. The City has reviewed the site plan and has determined that there will be no impairment of emergency plans.	No. The City has reviewed the site plan and has determined that there will be no impairment of emergency plans.	No. The City has reviewed the site plan and has determined that there will be no impairment of emergency plans.	None.
b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	Less Than Significant Impact.	No. The project would not exacerbate wildfire risks.	No. The project would not exacerbate wildfire risks.	No. The project would not exacerbate wildfire risks.	None.
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	Less Than Significant Impact.	No. There is no development associated with Project implementation.	No. There is no development associated with Project implementation.	No. There is no development associated with Project implementation.	None.
d. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	Less Than Significant Impact.	No. There is no development associated with Project implementation.	No. There is no development associated with Project implementation.	No. There is no development associated with Project implementation.	None.

DISCUSSION

The adopted Mitigated Negative Declaration determined that the proposed Project would have less than significant impacts regarding wildfire hazards. There are no changes to the Project description that would cause an increase in impacts beyond what was previously analyzed. Therefore, the Project impact remains less than significant.

FINAL IS/MND MITIGATION MEASURES

None.

CONCLUSION

The conclusions from the IS/MND remain unchanged.

XXI. MANDATORY FINDINGS OF SIGNIFICANCE

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
<i>Would the project:</i>					
a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	Less Than Significant with Mitigation Incorporation.	No. The project would not degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory.	No. The project would not degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory.	No. The project would not degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory.	Various throughout IS.
b. Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when	Less Than Significant Impact.	No. The project would not have cumulatively considerable impacts.	No. The project would not have cumulatively considerable impacts.	No. The project would not have cumulatively considerable impacts.	None.

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?					
c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	Less Than Significant with Mitigation Incorporation.	No. The project would not have cumulatively considerable impact.	No. The project would not have cumulatively considerable impact.	No. The project would not have cumulatively considerable impact.	Various throughout IS.

RESPONSES

The adopted Mitigated Negative Declaration determined that the proposed Project would have less than significant impacts on mandatory findings of significance. There are no changes to the Project description that would cause an increase in impacts beyond what was previously analyzed. Therefore, the Project impact remains less than significant.

FINAL IS/MND MITIGATION MEASURES

Various mitigation measures throughout IS.

CONCLUSION

The conclusions from the IS/MND remain unchanged.

RESOLUTION NO. _____ - 2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ADOPTING AN ADDENDUM TO THE ADOPTED MITIGATED NEGATIVE
DECLARATION OF ENVIRONMENTAL IMPACT FOR THE CITRUS BLOSSOM
SUBDIVISION PROJECT (PRC 2019-020) AS REVISED**

WHEREAS, at a continued public hearing at a regular meeting on October 20, 2020 the City Council of the City of Porterville approved the Citrus Blossom Subdivision Project (PRC 2019-020; “Project”) together with a, Initial Study/Mitigated Negative Declaration (“IS/MND”; State Clearinghouse #2020090149) prepared pursuant to the California Environmental Quality Act (“CEQA”; Public Resources Code Section 21000, *et seq.*) and the CEQA Guidelines (Code of Regulations Title 14, Chapter 3, Section 15000, *et seq.*) evaluating the potential environmental impacts that could occur as a result of implementation of the Project; and

WHEREAS, the Project included annexation of the parcel to be subdivided (APN 243-130-042) and amendment of the City’s sphere of influence (“SOI”) to include that parcel and three abutting parcels (APNs 243-130-004, 006, and 007), an area totaling approximately 25.3 acres; and

WHEREAS, at a regular meeting on July 7, 2021, the Tulare County Local Agency Formation Commission (“LAFCo”) continued the City’s request to amend its sphere of influence (“SOI”) requesting that the City include additional parcels in the proposed SOI amendment and denied Annexation No. 485; and

WHEREAS, at a regular meeting on August 4, 2021, September 1, 2021, and December 1, 2021, LAFCo again continued the City’s request to amend its SOI; and

WHEREAS, on October 5, 2021, the City Council directed staff to evaluate addition of eight parcels comprising 19.7 acres (APNs 243-130-026, 027, 033, 034, 038, 039, 040, and 041) to the proposed SOI amendment, which would extend the SOI north to W. Linda Vista Avenue and west to the Friant-Kern Canal; and

WHEREAS, the adopted IS/MND evaluated only the Project as originally proposed, and did not account for the addition of parcels to the proposed SOI amendment; and

WHEREAS, CEQA Guidelines Section 15162 subdivision (a) describes the criteria under which, following certification of an EIR or adoption of a negative declaration for a project, a subsequent document must be prepared, to wit:

1. Substantial changes are proposed in the project which will require revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the significant of previously identified environmental effects;
2. Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant effects or a substantial increase in the severity of previously identified significant effects;

3. New information of substantial importance, which was not known and could not have been known at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:
 - A. The project will have one or more significant effects not discussed in the previous negative declaration;
 - B. Significant effects previously examined will be substantially more severe than shown in the previous EIR;
 - C. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative;
 - D. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

WHEREAS, CEQA Guidelines Section 15164 subdivision (b) states that an addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred; and

WHEREAS, consistent with CEQA Guidelines Section 15162, the City has prepared an environmental checklist to provide a comparative analysis of the potential environmental effects of the Project as revised against the Project as approved; and

WHEREAS, upon completion of the environmental checklist, the City Council finds that the Project does not meet any of the criteria in Guidelines Section 15162 that would require preparation of a subsequent negative declaration, and therefore preparation of an addendum to the original IS/MND is appropriate; and

WHEREAS, the City Council finds that it cannot be fairly argued, nor is there any substantial evidence in the record, that the Project as revised could have a significant effect on the environment, either directly or indirectly; and

WHEREAS, the City of Porterville is the custodian of the documents and other materials that constitute the record of the proceedings on which these determinations are based, and Porterville City Hall, 291 N. Main Street, Porterville, CA is the location of this record.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Porterville takes the following actions:

1. Finds that the addendum to the original initial study and mitigated negative declaration prepared for the Citrus Blossom Development Project complies with provisions of the California Environmental Quality Act, and affirms that, with incorporation of mitigation, the Project as revised will not have a significant effect on the environment; and

2. Adopts the addendum to the mitigated negative declaration and mitigation monitoring and reporting program as proposed, with mitigation measures incorporated as conditions of project approval as appropriate; and
3. Directs the City Manager or designee to file a notice of determination with the Tulare County Clerk and the State Clearinghouse within five (5) business days following approval of the revised Project.

PASSED, APPROVED AND ADOPTED this 18th day of January, 2022.

By: _____
Adrian Monte Reyes, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. _____ - 2022

**A RESOLUTION OF AMENDED APPLICATION BY THE CITY OF PORTERVILLE
REQUESTING THAT THE LOCAL AGENCY FORMATION COMMISSION
UNDERTAKES PROCEEDINGS TO AMEND TO THE CITY’S SPHERE OF
INFLUENCE**

WHEREAS, at a continued public hearing at a regular meeting on October 20, 2020 the City Council of the City of Porterville approved the Citrus Blossom Subdivision Project (PRC 2019-020; “Project”) together with a, Initial Study/Mitigated Negative Declaration (“IS/MND”; State Clearinghouse #2020090149) prepared pursuant to the California Environmental Quality Act (“CEQA”; Public Resources Code Section 21000, *et seq.*) and the CEQA Guidelines (Code of Regulations Title 14, Chapter 3, Section 15000, *et seq.*) evaluating the potential environmental impacts that could occur as a result of implementation of the Project; and

WHEREAS, the Project included annexation of the approximately 11.5-acre parcel to be subdivided (APN 243-130-042) and amendment of the City’s sphere of influence (“SOI”) to include that parcel and three abutting parcels (APNs 243-130-004, 006, and 007), an area totaling approximately 25.3 acres; and

WHEREAS, via Resolution No. 87-2020, the City of Porterville initiated proceedings for Annexation 485 pursuant to the Cortese- Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3, commencing with Section 56000 of the California Government Code; and

WHEREAS, at a regular meeting on July 7, 2021, the Tulare County Local Agency Formation Commission (“LAFCo”) continued the City’s request to amend its sphere of influence (“SOI”) requesting that the City include additional parcels in the proposed SOI amendment and denied Annexation No. 485; and

WHEREAS, at a regular meeting on August 4, 2021, September 1, 2021, and December 1, 2021, LAFCo again continued the City’s request to amend its SOI; and

WHEREAS, on October 5, 2021, the City Council directed staff to evaluate addition of eight parcels comprising 19.7 acres (APNs 243-130-026, 027, 033, 034, 038, 039, 040, and 041) to the proposed SOI amendment, which would extend the SOI north to W. Linda Vista Avenue and west to the Friant-Kern Canal; and

WHEREAS, the City Council has adopted Resolution No. XX-2022, adopting an addendum to the IS/MND that accounted for inclusion of the additional parcels within the SOI amendment.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville requests that the Tulare County Local Agency Formation Commission undertakes proceedings for the modification of the Porterville Sphere of Influence for the territory as described herein and as illustrated in Exhibit A, according to the terms and conditions stated above, and in the manner provided for by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

PASSED, APPROVED AND ADOPTED this 18th day of January, 2022.

Adrian Monte Reyes, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

WHEREAS, application has been made to this Commission pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Sections 56000 et seq.) for approval of a proposal to annex certain territories described in attached Exhibit “A” made a part hereof; and

WHEREAS, on July 7, 2021 this Commission heard, received, and considered testimony, comments, recommendations and reports from all persons present and desiring to be heard concerning this matter.

1. The information, material and facts set forth in the application, the report of the County Assessor, and the report and recommendations of the Executive Officer

(including any corrections), have been received and considered in accordance with Government Code Section 56668. All of said information, materials, facts, reports and other evidence are incorporated by reference herein.

2. The City of Porterville, as Lead Agency, filed a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program in compliance with the California Environmental Quality Act (CEQA). And finds that the Commission has reviewed and considered the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program prepared by the City of Porterville for this project and find although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent.

3. The Commission has reviewed and considered, in accordance with Government Code Section 56668, the information, material and facts presented by the following persons who appeared at the meeting and commented on the proposal:

Kelley Ivancovich, Jenny Cox, David Cox, Cresencio Mena, Juan Martinez, Camila Garcia, Michelle Pacheco, Bill Landis, Joyce Brown, all local residents that spoke against the proposed project.

John Lollis, City Manager for the City of Porterville; and Jason Ridenour, City of Porterville spoke in support of the proposed annexation.

4. All notices required by law have been given and all proceedings heretofore and now taken in this matter have been and now are in all respects as required by law.

5. Based upon the evidence and information on the record before it, the Commission makes the following findings of fact:

- a. Fewer than 12 registered voters reside in the affected territory, which is considered uninhabited.
- b. The proposed reorganization does not contain any Williamson Act contract land.

6. Based upon the evidence and information on the record before it and the findings of fact made above, the Commission did not make the following determinations:

- a. The boundaries of the proposed reorganization are definite and certain and conform to lines of assessment.
- b. The proposed annexation is compatible with the city's General Plan.
- c. There is a demonstrated need for municipal services and controls and that the city has the capability of meeting this need.
- d. There is a mutual social and economic interest between the residents of the city and the proposed annexation territory.
- e. The proposed annexation represents a logical and reasonable expansion of the annexing municipality.
- f. All urban services and infrastructure can be provided for by the city.

8. The Commission hereby disapproves the proposed reorganization of the territory described in Exhibit "A," attached hereto.

9. The following short form designation shall be used throughout these proceedings:

LAFCO Case No. 1560-P-323, City of Porterville Annexation 485 (Citrus Blossom Subdivision)

The foregoing resolution was adopted upon motion of Commissioner Townsend, seconded by Commissioner Harrell, at a regular meeting held on this 7th day of July, 2021, by the following vote:

AYES: Allen, Valero (A), Harrell (A), Townsend

NOES:

ABSTAIN:

PRESENT:

ABSENT: Mendoza, Vander Poel, Sheriff (A)



Ben Giuliani, Executive Officer

si



CITY COUNCIL AGENDA – JANUARY 18, 2022

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 21, 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 seventy (70) 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. On December 31, 2021, the State issued updated guidance to the "Beyond the Blueprint" in regard to indoor "Mega Events," lowering the threshold for Indoor Mega Events to 500 attendees and Outdoor Mega Events to 5,000 attendees.

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 not to charge late fees until further action by the Council. State Senate Bill 155 was chaptered on September 24, 2021, which extended the prohibition of shutoff of utilities until December 31, 2021. At its meeting on December 21, 2021, the Council acted to extend the moratorium for utility turnoff for non-payment and not charging of late fees until April 5, 2022. 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. On January 5, 2022, the State issued updated guidance extending the requirement for universal masking indoors statewide through February 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, and at its meeting on December 21, 2021, the Council again extended the outdoor dining permit through 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 could 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. On January 6, 2022, the Treasury issued its Final Rule for the administration of ARPA funds for state and local governments, which provided increased flexibility to jurisdictions in the use of funds, including: 1) the option to select a standard \$10 million lost revenue amount in support of general governmental services compared to completing a full revenue loss calculation; 2) clarifies that funds may be used for capital expenditures that support COVID-19 public health or economic responses; 3) expands the number of eligible workers who can receive premium pay without written justification, with a focus on low-income and frontline workers performing essential work; and 4) broadens the definition of eligible infrastructure projects under broadband, sewer, stormdrain, and water categories.

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 seventh Community Roundup Event was held on January 6-8, 2022, with 3,041 individuals vaccinated. A total of 12,670 local gift cards/certificates have been purchased and \$1,267,000 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 21, 2021, the Council approved a Community Roundup event be planned with Sierra View for January 27-29, 2022.

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 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 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.

On January 10, 2022, Governor Newsom announced the State's proposed \$286 billion budget for the 2022-2023 fiscal year, including a \$45 billion surplus, allocating \$2.7 billion toward the continued pandemic focused on vaccines, statewide testing and increased medical personnel.

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. City Utilities Past Due Balances - November 2021
12. State of California Beyond the Blueprint for Industry and Business Sectors (Including Mega Events) - December 31, 2021
13. State of California Face Covering Guidance Update - January 5, 2022
14. Vaccination Incentives Report
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

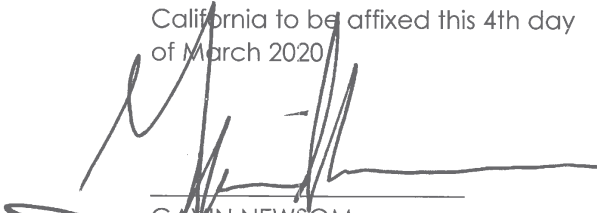
notification requirement of Civil Code section 1798.24, subdivision (i), is suspended.

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

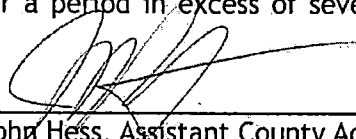
NOW THEREFORE, the Tulare County Coordinator of Emergency Services hereby:

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

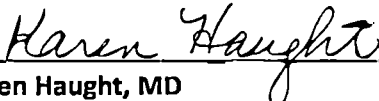
WHEREAS, the Board of Supervisors is not in session, and cannot immediately be called into session; and

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.

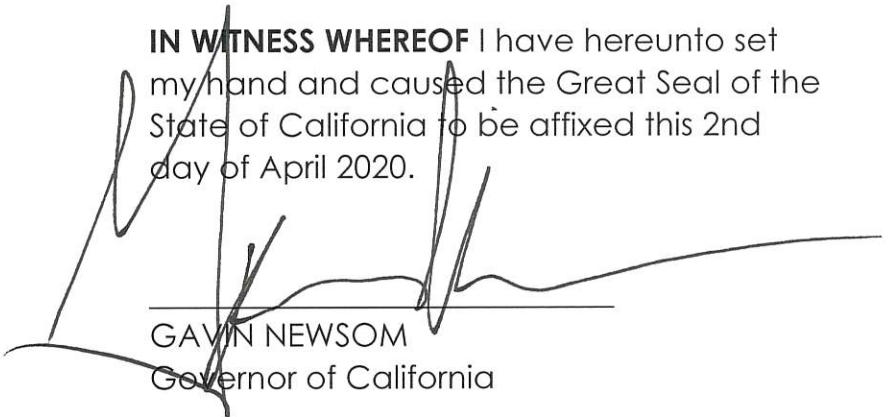
Nothing in this Order eliminates the obligation of water customers to pay for water service, prevents a water system from charging a customer for such service, or reduces the amount a customer already may owe to a water system.

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.

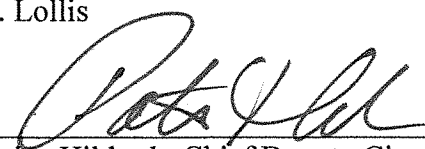
Section 6. This Ordinance is exempt from the requirements of CEQA pursuant to California Public Resources Code Section 21080(b) (4).

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)

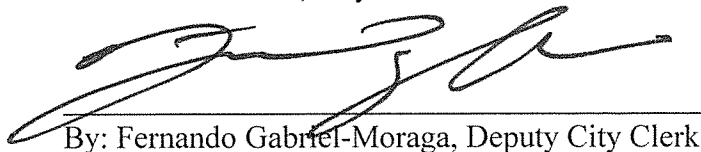
I, JOHN D. LOLLIS, the duly qualified City Clerk of the City of Porterville do hereby certify:

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.

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>	



State of California—Health and Human
Services Agency
**California Department of
Public Health**



December 31, 2021

TO: All Californians

SUBJECT: Beyond the Blueprint for Industry and Business Sectors (Including Mega Events)



**This guidance is effective January 15, 2022, and will supersede all prior
Beyond the Blueprint for Industry and Business Sectors guidance.**

Related Materials: [Beyond the Blueprint Q&A](#) | [Vaccination Record Guidelines & Standards](#) | [More Languages](#)

Updates as of December 31, 2021:

- Lowered threshold for Indoor Mega Event to 500 attendees and Outdoor Mega Event to 5,000 attendees.

Background:

Since Thanksgiving, the statewide seven-day average case rate has increased by 410% and the number of COVID-19 hospitalized patients has increased by 63%. In addition, the recent emergence of the Omicron variant^[1] (it is estimated that approximately 70% of cases sequenced, nationally, are Omicron and rapid increases are occurring globally) further emphasizes the importance of vaccination, boosters, and prevention efforts to continue protecting against COVID-19.

Early data also suggest the increased transmissibility of the Omicron variant is two to four times as infectious as the Delta variant, and there is evidence of immune evasion.

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 (PDF) returned to usual operations (with the limited exceptions noted below for Mega Events).

California led the nation in emerging from the Delta surge in COVID-19 infections, hospitalizations, and deaths. 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 are increasing again, and at least 42 counties continue to experience high transmission, as classified by the CDC.

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.

On December 1, all attendees age 18 and older were required to 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.

On December 15, testing for Mega Events was required to be conducted within one day for antigen tests, and within two days for PCR tests prior to entry into the facility or venue.

Through this public health guidance, the threshold for Indoor Mega Events is lowered to 500 attendees and for Outdoor Mega Events to 5,000 attendees. Facilities and venues that are newly covered by this guidance must be in full compliance with this new requirement no later than January 15, 2022.

This new measure brings added layers of mitigation as the Omicron variant is increasingly detected across California, the United States, and the world and is likely to spread more easily than the original SARS-CoV-2 virus and potentially the Delta variant.

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
UPDATE:	Crowds greater than 500 (indoors) attendees
Definitions of Mega Events[2]	Crowds greater than 5,000 (outdoors) attendees

Vaccine Verification / Negative Testing	Required for Indoor Mega Events Recommended for Outdoor Mega Events
Capacity Limitations	No restrictions
Physical Distancing	No restrictions for attendees, customers, and guests
Masking	Follow current CDPH Guidance for Face Coverings
Travelers	Recommend following CDC and CDPH Travel 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 500 indoor OR 5,000 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):

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.
- Attendees must follow CDPH Guidance for Face Coverings.
- Information will be prominently placed on all communications, including the reservation and ticketing systems, to ensure guests are aware of testing and vaccination requirements (including acceptable modes of verification).
- 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 COVID 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. Encourage those who test positive for COVID-19 to alert CA Notify to anonymously notify those who may have been exposed.
- 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.

*** 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 one day for an antigen test and within two days for a PCR test prior to entry into an event. Results of the test must be available prior to entry into the facility or venue. Children under 2 years of age are exempt from the testing requirement, consistent with CDC guidance.
2. Verification: See current CDPH Updated Testing Guidance for acceptable methods of proof of negative COVID-19 test result.

[1] Omicron Variant: What You Need to Know

[2] These requirements continue to be recommended but not mandatory for places of worship meeting the definition of a mega event.

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)





State of California—Health and Human
Services Agency
**California Department of
Public Health**



January 5, 2022

TO: All Californians

SUBJECT: Guidance for the Use of Face Masks

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 January 5, 2022:

- Extends requirement for universal masking indoors statewide December 15, 2021, through February 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, until February 15, 2022.** This requirement will be updated as CDPH continues to assess conditions on an ongoing basis.

This measure brings an added layer of mitigation as the Omicron variant, a Variant of Concern as labeled by the World Health Organization, continues to increase in prevalence across California, the United States, and the world and spreads much more easily than the original SARS-CoV-2 virus and the Delta variant.

Over the last two weeks, the statewide seven-day average case rate has increased by more than sixfold and hospitalizations have doubled. 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 over capacity, the surge in cases and hospitalizations has materially impacted California's health care delivery system within many regions of the state. Staffing levels are also increasingly impacted by COVID-19 transmission in many critical sectors.

As noted in the Science Brief[1] by the Centers for Disease Control and Prevention (CDC) updated in December 2021, 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 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 February 15, 2022 [surgical masks or higher-level respirators (e.g., N95s, KN95s, KF94s) with good fit 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
Department Website (cdph.ca.gov)



Vaccination Incentive Report

KUUG Event	Roundup 1	Roundup 2	Roundup 3	Roundup 4	Veteran's Day	Roundup 5	Christmas Parade	Roundup 6	Roundup 7	Roundup 8	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	Jan. 6-8, 22	Jan. 27-29	
2.0 Coffee Co.		\$400	\$4,600			\$1,000	\$1,700	\$800	\$4,500	\$7,000	\$20,000
Airway Café		\$500	\$4,500								\$5,000
All Valley Uniforms											\$5,000
Calico Mermaid					\$700	\$1,100	\$400	\$300	\$2,500		\$5,000
Chaguito's Bakery		\$2,500		\$5,000	\$900	\$600	\$400	\$4,100	\$400	\$2,300	\$20,000
China's Alley		\$1,100	\$3,900	\$5,000		\$5,000			\$5,900	\$2,400	\$25,000
Country Pleasures					\$1,200	\$1,000	\$1,600	\$1,100	\$100		\$5,000
Deli Delicious	\$500		\$3,000								\$3,500
Don Vinos	\$3,000	\$2,700	\$7,300	\$5,000		\$5,000		\$2,900	\$15,500	\$11,600	\$53,500
El Jacalito	\$2,000	\$3,200	\$6,800	\$5,000		\$10,000		\$7,600	\$12,400	\$10,000	\$57,000
El Nuevo Mexicali (Main St)		\$2,200	\$2,800	\$5,000		\$5,000		\$3,000	\$17,000	\$10,000	\$45,500
El Nuevo Mexicali (Pros.)	\$2,000			\$5,000		\$9,600	\$400	\$1,600	\$8,400		\$27,000
El Tapatio		\$5,000	\$5,000			\$10,000		\$10,000	\$10,000		\$45,500
Earth Angel					\$400	\$400	\$500	\$500	\$2,100	\$1,100	\$5,000
Giovanni's Pizzeria	\$500	\$5,000	\$5,000	\$5,000		\$5,000		\$2,700	\$12,300	\$10,000	\$45,500
Good Times Barbershop					\$500	\$400	\$900	\$200	\$1,000	\$2,000	\$5,000
Habi Sushi		\$5,000	\$5,000	\$5,000		\$5,000		\$9,000	\$6,000		\$35,000
Hair and Nails by Veronica					\$500						\$500
Hergeshelmer's Donuts			\$1,000	\$1,500		\$500	\$2,500	\$400	\$1,600		\$7,500
Hue Salon					\$100	\$1,200	\$2,300	\$500	\$900		\$5,000
Java Express		\$4,000	\$1,000	\$10,000		\$7,400	\$2,600	\$10,000	\$10,000		\$35,000
Mom's U Bake	\$2,500		\$5,000			\$1,100	\$3,500	\$400	\$5,000		\$22,500
Nails by Melanie				\$500							\$500
Nanangka	\$3,000	\$5,000	\$3,500			\$5,000			\$5,000		\$13,000
Pho Sho		\$1,500		\$2,800		\$3,600	\$1,400		\$5,000		\$17,800
Plano Jerky				\$5,000							\$5,000
Poor Richard's Pizza					\$5,000	\$1,800	\$7,100	\$900	\$200		\$15,000
Porterville Grocery Outlet		\$4,400	\$5,600	\$15,000		\$20,000	\$20,000	\$47,200	\$12,800		\$105,000
RU's Café		\$700	\$4,300	\$5,000		\$1,800	\$3,200		\$4,200	\$800	\$20,000
Rosa's Italian Restaurant		\$300	\$4,700	\$5,100					\$5,000		\$15,100
Shop Luvely Boutique					\$200	\$4,000	\$800				\$5,000
Stafford's	\$600	\$3,000	\$7,000	\$8,600		\$1,400		\$5,300	\$15,500	\$9,200	\$51,000
Subway	\$2,800	\$10,000	\$5,000	\$10,000		\$10,000		\$10,000	\$15,000		\$66,000
Super Burger		\$5,000	\$5,000	\$5,000		\$10,000		\$6,900	\$13,100		\$35,000
Taco Rico						\$7,500		\$3,400	\$6,600		\$32,000
Thai Kitchen		\$1,100	\$3,900	\$5,000			\$2,500	\$1,700	\$19,100	\$9,200	\$47,500
The Anvil		\$1,500	\$3,500	\$10,000		\$1,100	\$700	\$800	\$1,700		\$5,000
The Hair Station					\$700	\$10,000		\$7,200	\$2,800	\$20,000	\$61,500
The Vault	\$1,500	\$3,500	\$6,500	\$10,000				\$5,000			\$15,000
Tony's Pizza			\$5,000	\$5,000		\$60,000		\$60,000			\$255,000
Town & Country Market		\$19,200	\$5,800	\$55,000					\$50,000		\$1,100
Two Mada's	\$5,000										\$5,000
Wink Boutique											
Total:	\$7,400	\$25,600	\$117,200	\$208,000	\$12,700	\$212,000	\$32,500	\$193,900	\$275,300	\$95,600	\$1,267,000

RESOLUTION ____-2022

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 18th day of January, 2022.

Adrian Monte Reyes, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____

Patrice Hildreth, Chief Deputy City Clerk