



**CITY COUNCIL AGENDA
CITY OF PORTERVILLE
PORTERVILLE, CALIFORNIA
FEBRUARY 1, 2022, 5:30 PM**

The City of Porterville City Council will hold a Regular Meeting on February 1, 2022 via Zoom/Livestream only. No physical meeting address will be provided and said meeting will be conducted remotely.

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/UC5KuhSrNMNL9nwHJVtnJvvA>

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

Topic: City of Porterville - City Council Meeting of February 1, 2022

Please use the following link below to join the webinar:

<https://us06web.zoom.us/j/85308923266?pwd=VUlwV2grZGhMVFArSzhFQXlXUllCdz09>

Or via Telephone: **1-669-900-6833** Webinar ID: **853 0892 3266** Passcode: **084966**

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: APNs: 302-130-030 and 302-130-010. Agency Negotiator: John Lollis and Michael Knight. Negotiating Parties: City of Porterville and Mark C. and Virginia Jaggers. Under Negotiation: Terms and Price.

2 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 215 North D Street. Agency Negotiator: John Lollis and Jason

Ridenour. Negotiating Parties: City of Porterville and California Imaging. Under Negotiation: Terms and Price.

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

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

5 - Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Six (6) cases in which facts are not yet known to potential plaintiffs; and one (1) case concerning correspondence from Sierra View Mobile Home Park dated December 27, 2021, regarding 109 N. E Street, Space #19.

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

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

Pledge of Allegiance Led by

Invocation

PRESENTATIONS

Chamber of Commerce - Quarterly Report

ORAL COMMUNICATIONS

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

AB 1234 REPORTS

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

1. Tulare County Task Force on Homelessness - January 19, 2022
2. Council of Cities - January 19, 2022
3. City Selection Committee - January 19, 2022
4. San Joaquin Valley Air Pollution Control District (SJVAPCD) Governing Board - January 20, 2021
5. TCAG Sustainable Corridors Committee - January 20, 2022

6. Cal Cities New Mayors and Council Members Academy - January 20-21, 2022
7. San Joaquin Valley Regional Early Action Planning (REAP) -January 21, 2022
8. Porterville Area Development Authority - January 21, 2022
9. Tulare County Association of Governments (TCAG) / Tulare County Transportation Authority - January 24, 2022
10. Tulare County Regional Transit Agency - January 24, 2022
11. Tulare County Economic Development Corporation - January 26, 2022
12. Casino Relocation Committee - January 27, 2022
13. Leadership Porterville "Local Government Day" - January 27, 2022
14. Cal Cities New Mayors and Council Members Academy - January 27-28, 2022

REPORTS

This is the time for all staff informational items.

II. Staff Informational Reports

Code Enforcement Quarterly Report FY 2021-2022 (October - December 2021)

OHV Park Quarterly Report FY 2021-2022 (October - December 2021)

Golf Course Quarterly Report FY 2021-2022 (October - December 2021)

Charitable Car Washes Quarterly Report Calendar Year 2021

Building Permit Activity Quarterly Report FY 2021-2022 (October - December 2021)

Street Performance Measure Quarterly Report FY 2021-2022 (October - December 2021)

City Council Member Appointments Attendance Quarterly Report FY 2021-2022 (October - December 2021)

City Commission and Committee Attendance Quarterly Report FY 2021-2022 (October - 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. City Council Minutes of November 17, 2020, and March 16, 2021

Re: Considering approval of the draft Minutes of November 17, 2020, and March 16, 2021,

2. Authorization to Purchase Fire Department Personnel Class A Uniforms

Re: Consideration to authorize the purchase of Class A uniforms and badges for Fire Department personnel at an amount not to exceed \$35,445.31.

3. Authorization to Resurface the Police Department Facility High Traffic Areas Flooring

Re: Consider authorizing the resurfacing of the Police Department facility flooring in the amount of \$24,895.00.

4. **Authorization to Advertise for Bids - Fire Management Office Remodel**
Re: Consideration to approve Plans and Project Manual for the Fire Manager Office Remodel Project located at 291 N. Main Street, and advertise for bids on the project.
5. **Authorization to Distribute a Request for Qualifications for Design Services - Butterfield Stage Corridor**
Re: Consideration to authorize staff to distribute a Design Services Request for Qualifications for the Butterfield Stage Corridor.
6. **Authorization to Distribute Request for Qualifications - Materials Testing**
Re: Consideration to authorize staff to distribute a Request for Qualifications for On-Call Materials Testing.
7. **Acceptance of Villa Street Improvements - Nupchi Xo'Oy Development**
Re: Consideration to accept public improvements related to the Nupchi Xo'Oy development located at Mulberry Avenue/Villa Street; and authorize the disbursement of the final payment in the amount of \$66,783.62 to Self-Help Enterprises.
8. **Facility Use Agreement Renewals for Hayes Field Between City of Porterville and Porterville Girls Fastpitch**
Re: Consideration to authorize the renewal of the facility use agreement, and concession license, between the City and Porterville Girls Fastpitch.
9. **Renewal of Airport Lease Agreement - Lot No. 44A**
Re: Consideration to approve the extension of the Lease Agreement between the City and Silvio Addamo for Lot No. 44A at the Porterville Municipal Airport.
10. **Addendum No. 3 to 4Creeks Villa Street Reconstruction Service Agreement**
Re: Consideration to authorize the execution of Addendum No. 3 to 4Creeks' Consultant Service Agreement for the reconstruction of Villa Street between Henderson Avenue and Olive Avenue at an agreed-upon fee of \$19,720.
11. **Land and Water Conservation Fund Grant Resolution**
Re: Consideration to adopt the draft Resolution approving the application for the Land and Water Conservation Fund Grant.
12. **Approval of First Amendment to the Memorandum of Understanding of the Tule River Basin Integrated Regional Water Management Plan Group**
Re: Consideration of approval of the First Amendment to the Memorandum of Understanding of the Tule River Basin Integrated Regional Water Management Plan Group, changing the fiscal agent.
13. **Request to set Public Hearing for the Review and Adoption of the 2020 Urban Water Management Plan**
Re: Authorization to set a Public Hearing for the Review and Adoption of the 2020 Urban Water Management Plan, to be scheduled for March 1, 2022.
14. **CDBG Citizens' Advisory and Housing Opportunity Committee and Citizen Participation Plan**

Re: Consideration to adopt the 2022 Citizen Participation Plan; and appoint existing Committee members and two new members to the Citizens' Advisory and Housing Opportunity Committee for a one-year term.

15. Approval of Caltrans Standard Encroachment Permit Application for Installation of Fire Captain Ramon Figueroa and Firefighter Patrick Jones Memorial Highway Signs on State Route 65

Re: Approval of Caltrans Standard Encroachment Permit Application for the installation of Fire Captain Ramon Figueroa and Firefighter Patrick Jones Memorial Highway signs at designated locations on State Route 65.

16. Financial Status Reports

Re: Considering acceptance of the Financial Status Reports for the quarter ending December 31, 2021.

17. Quarterly Investment Portfolio Summary

Re: Acceptance of the quarterly Investment Portfolio Summary Report.

18. Status and Review of Local Emergency: Drought

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

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

PUBLIC HEARINGS

19. Consideration of Revised City Council District Electoral Boundaries as Required by Elections Code Section 21621 - Public Hearing No. 3

Re: Public Hearing No. 3 for consideration of a draft map to revise City Council District boundaries as required pursuant to Elections Code Section 21621.

SCHEDULED MATTERS

20. Consideration of City Fireworks Ordinance

Re: Consideration of the City's Fireworks Ordinance for potential amendments.

21. New Porterville Rescue Mission Update

Re: Providing an update on the status of the Rescue Mission's compliance with the provisions of its Conditional Use Permit.

22. 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 15, 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 – FEBRUARY 1, 2022

SUBJECT: Code Enforcement Quarterly Report FY 2021-2022 (October - December 2021)

SOURCE: Fire

COMMENT: This informational report utilizes data from the “myPorterville” application for tracking code enforcement activity between October 1 and December 31, 2021. During the second quarter of fiscal year 2021/2022, each Department of the City contributed towards recording 394 code enforcement issues. Of these, 231 were corrected and 163 were continued into the third quarter of 2021/2022 for additional corrective action. The Code Enforcement Division issued nineteen (19) Administrative Citations.

At its meeting on July 20, 2021, the City Council reviewed its Ordinance related to the parking and storing of recreational vehicles, boats, and trailers. During the past quarter, Code Enforcement received thirteen (13) complaints specific to recreational vehicles, boats, and trailers, of which seven have been completed at the time of this report.

RECOMMENDATION:

ATTACHMENTS: 1. Code Enforcement Quarterly Report (October - December 2021)

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

Code Enforcement Report, Quarter 2, FY 21-22

Q2 Code Enforcement Activity	# Requests	# Completed	% Closed
Abandoned Vehicle (Street)	11	11	100.00%
Animals- barking dogs	13	13	100.00%
Animals- roosters	1	1	100.00%
Building Department/ Permits	11	0	0.00%
Business License Inquiries	1	1	100.00%
CEO, Business License	1	1	100.00%
CEO, Shopping Carts	15	15	100.00%
CEO, Sign Removal	23	23	100.00%
Code Enforcement, General	21	11	52.38%
Community Development, General or MULTIPLE violations	10	2	20.00%
Engineering	4	1	25.00%
Fences and freestanding walls	2	0	0.00%
Fire Hazard	1	0	0.00%
Fire Lane Blocked	1	0	0.00%
Garbage Collection/ Illegal Dumping	2	1	50.00%
Graffiti	4	4	100.00%
Health Hazard	4	2	50.00%
Itinerant Vendor, Solicitor, Peddler	1	1	100.00%
Landscaping/trees- private property	1	0	0.00%
Meter Request	76	9	11.84%
Neglected property/trash & debris	8	2	25.00%
Noise Complaint	2	2	100.00%
Outdoor Storage	3	0	0.00%
Parking Issue	3	3	100.00%
Parks	1	1	100.00%
Police/ Traffic Enforcement	24	24	100.00%
Potholes	3	3	100.00%
Redevelopment	1	0	0.00%
Refuse Can Replacement / Repair	7	7	100.00%
Report Leak	38	19	50.00%
Sheds or second units	1	0	0.00%
Sidewalk Condition	2	2	100.00%
Signs- In Public Right of Way	1	0	0.00%
Signs- Review	1	0	0.00%
Stop Light Issue	6	5	83.33%
Storm Water	1	1	100.00%
Street Light Issue	2	1	50.00%
Transit Department	3	0	0.00%
Vehicles- inoperable vehicles	20	13	65.00%
Vehicles- Parked on lawn	3	2	66.67%
Vehicles- RVs/boats/etc	13	7	53.85%
Water Waste	7	3	42.86%
Water Waste Admin Cite	13	13	100.00%
Water Waste NOV	25	25	100.00%
Weed Abatement	1	0	0.00%
Yard Sale Signage	1	1	100.00%
Yard Sales, Frequent	1	1	100.00%
Q2 Total	394	231	58.42%

Administrative Citations	Q1	Q2	Q3	Q4	Total
\$100	45	10			\$5,500
\$200	7	3			\$2,000
\$500	25	6			\$15,500
\$1,000	3	0			\$3,000
\$2,500	40	0			\$100,000
FY 21-22 Total Assesment	120	19	0	0	\$126,000

Shopping Carts	Q1	Q2	Q3	Q4	Total
Collected	29	17			46
Disposed (Lbs.)	940	0	0	0	

Private Property Vehicle Abatements	Q1	Q2	Q3	Q4	Total
Voluntary Abatement	13	25	0	0	38
Certified Voluntary Abatement	0	0	0	0	0
Towed	5	14	0	0	19
Total Vehicles Abated	18	39	0	0	57

Weed Abatement	Q1	Q2	Q3	Q4	Total
Properties Noticed	10	0			10
Completed by Owner	12	0			12
Assigned to Contractor (private)	6	0			6
Assigned to Contractor (city owned)	6	3			9
Completed by Contractor	12	3			15
Admin Citations	14	0			14



CITY COUNCIL AGENDA – FEBRUARY 1, 2022

SUBJECT: OHV Park Quarterly Report FY 2021-2022 (October - December 2021)

SOURCE: Parks and Leisure Services

COMMENT: At the request of the City Council, staff is providing a report on participation numbers at the Porterville OHV Park for informational purposes. The report reflects the Second Quarter FY 2021/2022.

RECOMMENDATION: Information Only

ATTACHMENTS: 1. OHV Park Quarterly Report (October - December 2021)

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

PORTERVILLE OHV RIDERSHIP

	Oct-20	Oct-21	Nov-20	Nov-21	Dec-20	Dec-21
Riders	303	280	236	183	306	122
Days Open	12	12	14	6	13	5
Revenue	\$7,550.00	\$6,520.00	\$5,570.00	\$4,185.00	\$7,250.00	\$2,680.00



CITY COUNCIL AGENDA – FEBRUARY 1, 2022

SUBJECT: Golf Course Quarterly Report FY 2021-2022 (October - December 2021)

SOURCE: Parks and Leisure Services

COMMENT: At the request of the City Council, staff is providing a report on participation numbers at the Porterville Golf Course for informational purposes. The report reflects the Second Quarter of FY 2021-2022.

RECOMMENDATION: Information Only

ATTACHMENTS: 1. Golf Course Quarterly Report (October - December 2021)

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

PORTERVILLE GOLF COURSE STATISTICS

	Oct-20	Oct-21	Nov-20	Nov-21	Dec-20	Dec-21
Golfers	2571	2450	2219	2190	2434	1455
Repeat 9/Twilight	1584	1478	1281	1340	1405	866
Tickets Used	858	962	878	823	1405	583
Passes Sold	35	39	28	34	34	35
Carts	2260	1132	1790	900	1832	551
Total	\$22,684.00	\$21,060.00	\$17,801.00	\$18,196.00	\$19,560.00	\$12,279.00

FOOTGOLF

	Oct-20	Oct-21	Nov-20	Nov-21	Dec-20	Dec-21
18-hole adult	0	0	0	0	0	0
18-hole youth	0	0	0	0	0	0
Cart rental	0	0	0	0	0	0
Ball rental	0	0	0	0	0	0
Party	0	0	0	0	0	0
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

GRAND TOTAL	\$22,684.00	\$21,060.00	\$17,801.00	\$18,196.00	\$19,560.00	\$12,279.00
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CITY COUNCIL AGENDA – FEBRUARY 1, 2022

SUBJECT: Charitable Car Washes Quarterly Report Calendar Year 2021

SOURCE: Finance

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

For the period of January 1 to December 31, 2021, there have been no charitable car wash applications received or permits issued.

RECOMMENDATION: Information Only

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – FEBRUARY 1, 2022

SUBJECT: Building Permit Activity Quarterly Report FY 2021-2022 (October - December 2021)

SOURCE: Engineering and Project Management

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

2nd Quarter of FY 2021/2022 compared to Second Quarter of FY 2020/2021

New residential permits issued during the second quarter of 2021 (32) are down 11.11% from the second quarter of 2020 (36). New commercial permits issued during the second quarter of 2021 (3) are up 200% from the second quarter of 2020 (1).

Year-to-Date (July 2021 to December 2021)

New residential permits issued this fiscal year (70) are up 2.94% as compared to the same period last fiscal year (68). The number of commercial permits issued this fiscal year (6) is up 200% from the same period last fiscal year (2).

RECOMMENDATION: Information Only

ATTACHMENTS:

1. Building Permit Activity - October 2021
2. Building Permit Activity - November 2021
3. Building Permit Activity - December 2021

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2020 - 10/31/2020 AND
7/1/2021 - 10/31/2021

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	OCTOBER 2021	OCTOBER 2020	THIS YEAR TO DATE	LAST YEAR TO DATE	OCTOBER 2021	OCTOBER 2020	THIS YEAR TO DATE	LAST YEAR TO DATE	OCTOBER 2021	OCTOBER 2020	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	15	3	53	35	22,215,372	770,300	31,092,364	7,643,471	77,803.66	6,732.42	154,866.73	77,316.02
NEW COMM	3	0	6	1	1,480,000	0	4,751,000	1,350,000	7,454.86	0.00	34,053.87	7,962.90
RESID IMROV	7	10	36	43	168,254	112,068	711,036	380,571	4,687.70	3,003.70	19,083.92	13,202.61
COMM IMPROV	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00
OTHER	19	48	96	165	275,818	436,389	1,981,785	1,875,539	5,222.35	11,326.35	26,412.45	40,197.98
ELECT	39	25	239	130	702,244	431,425	4,654,242	4,798,665	7,977.00	4,690.00	48,583.00	25,007.00
PLUMB	64	95	303	269	81,135	108,358	610,711	418,147	9,135.00	12,514.00	45,064.00	38,382.00
TOTALS	147	181	733	643	24,922,823	1,858,540	43,801,138	16,466,392	112,280.57	38,266.47	328,063.97	202,068.51

	NEW DWELLING UNITS TOTALS			
	OCTOBER 2021	OCTOBER 2020	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	14	3	52	33
MULTI FAMILY	81	0	81	7
TOTAL	95	3	133	40

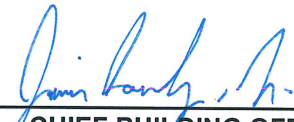


CHIEF BUILDING OFFICIAL

**CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2020 - 11/30/2020 AND
7/1/2021 - 11/30/2021**

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	NOVEMBER 2021	NOVEMBER 2020	THIS YEAR TO DATE	LAST YEAR TO DATE	NOVEMBER 2021	NOVEMBER 2020	THIS YEAR TO DATE	LAST YEAR TO DATE	NOVEMBER 2021	NOVEMBER 2020	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	8	8	61	43	1,458,638	1,770,022	32,551,002	9,413,493	16,101.48	20,080.62	170,968.21	97,396.64
NEW COMM	0	1	6	2	0	2,400,000	4,751,000	3,750,000	0.00	1,174.70	34,053.87	9,137.60
RESID IMROV	4	8	40	51	85,040	76,739	796,076	457,310	2,473.30	2,074.00	21,557.22	15,276.61
COMM IMPROV	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00
OTHER	32	36	128	201	426,648	945,626	2,408,433	2,821,165	8,116.05	9,503.70	34,528.50	49,701.68
ELECT	32	35	271	165	609,740	483,502	5,263,982	5,282,167	6,148.00	6,799.00	54,731.00	31,806.00
PLUMB	75	36	378	305	115,346	64,983	726,057	483,130	11,396.00	4,998.00	56,460.00	43,380.00
TOTALS	151	124	884	767	2,695,412	5,740,872	46,496,550	22,207,264	44,234.83	44,630.02	372,298.80	246,698.53

	NEW DWELLING UNITS TOTALS			
	NOVEMBER 2021	NOVEMBER 2020	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	7	8	59	41
MULTI FAMILY	0	0	81	7
TOTAL	7	8	140	48



 CHIEF BUILDING OFFICIAL

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2020 - 12/31/2020 AND
7/1/2021 - 12/31/2021

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	DECEMBER 2021	DECEMBER 2020	THIS YEAR TO DATE	LAST YEAR TO DATE	DECEMBER 2021	DECEMBER 2020	THIS YEAR TO DATE	LAST YEAR TO DATE	DECEMBER 2021	DECEMBER 2020	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	9	25	70	68	1,757,830	5,271,950	34,308,832	14,685,443	18,742.61	55,723.10	189,710.82	153,119.74
NEW COMM	0	0	6	2	0	0	4,751,000	3,750,000	0.00	0.00	34,053.87	9,137.60
RESID IMROV	8	5	48	56	89,077	48,825	885,153	506,135	3,363.35	2,253.93	24,920.57	17,530.54
COMM IMPROV	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00
OTHER	31	24	159	225	815,602	414,574	3,224,035	3,235,739	9,131.70	5,903.00	43,660.20	55,604.68
ELECT	77	48	348	213	1,309,822	821,273	6,573,805	6,103,440	15,727.00	9,102.00	70,458.00	40,908.00
PLUMB	88	44	466	349	303,123	111,366	1,029,180	594,496	13,289.00	6,817.00	69,749.00	50,197.00
TOTALS	213	146	1,097	913	4,275,454	6,667,988	50,772,004	28,875,253	60,253.66	79,799.03	432,552.46	326,497.56

	NEW DWELLING UNITS TOTALS			
	DECEMBER 2021	DECEMBER 2020	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	8	23	67	64
MULTI FAMILY	0	4	81	11
TOTAL	8	27	148	75


 CHIEF BUILDING OFFICIAL



CITY COUNCIL AGENDA – FEBRUARY 1, 2022

SUBJECT: Street Performance Measure Quarterly Report FY 2021-2022 (October - December 2021)

SOURCE: Engineering and Project Management

COMMENT: The purpose of this staff report is to provide City Council with an update on progress made on street reconstruction, overlay, micro-surfacing, and pothole repair efforts for the second quarter of FY 2021-2022 (October - December 2021). For Council's information, the light blue bar represents staff's estimated quantity of "work" for each category for the fiscal year. The black overlaid bar represents the quantity of work accomplished to date.

City street crews focused mainly on overlay and pothole repair efforts during the second quarter of this reporting period. Main Street Reconstruction (Olive Avenue to Porter Slough), Henderson Avenue rehabilitation (Westwood Street to Patsy Street), Union Avenue reconstruction (Indiana Street to Jaye Street), Morton Avenue reconstruction (Westwood Street to Plano Street), and Montgomery Avenue reconstruction (Jaye Street to H Street) are all under design.

RECOMMENDATION: Information Only

ATTACHMENTS: 1. Streets Performance Measure Quarterly Report (October - December 2021)

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

Task																																						
1 Street Reconstruction/Rehabilitation Progress																																						
Each square represents 1000 LF of street reconsruction. (Length represents street lanes)																																						
		4000 LF																																				
																				</																		



CITY COUNCIL AGENDA – FEBRUARY 1, 2022

SUBJECT: City Council Member Appointments Attendance Quarterly Report FY 2021-2022 (October - December 2021)

SOURCE: Administrative Services

COMMENT: At its meeting on January 21, 2020, the City Council directed staff to prepare a quarterly report on Council Member attendance at meetings of boards to which Council Members were appointed. This report represents attendance at meetings during the second quarter of FY 2021-2022 (October through December 2021).

RECOMMENDATION: Information Only

ATTACHMENTS: 1. City Council Appointment Attendance Quarterly Report (October - December 2021)

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

City Council Attendance - FY 2021-2022 First Quarter Report

Committee/Board	Member/Alternate	OCTOBER	NOVEMBER	DECEMBER
Ad Hoc Committee- COVID-19	Monte Reyes-Member Kellie Carrillo - Member	10/15 P 10/15 P	11/9 P 11/9 P	12/14 P 12/14 P
Ad Hoc Committee - Proposition 64 Regulation of Marijuana	Monte Reyes - Member Lawana Tate-Member		11/4 P, 11/29 P 11/4 P, 11/29 P	
Ad Hoc Library Facility Planning Committee	Kellie Carrillo - Member	10/21 P	11/18 P	
Ad Hoc Committee - Provision of Local Water Services	Kellie Carrillo - Member Lawana Tate - Member			
Council of Cities	Martha Flores - Member Milt Stowe - Member			
Eastern Tule Groundwater Sustainability Agency JPA (ETGSA)	Monte Reyes - Member Michael Knight-Alternate	10/7 P	11/4 P	12/2 P
Internal City Audit Committee	Martha Flores - Member Kellie Carrillo - Member		11/3 P, 11/30 P 11/3 A, 11/30 P	
Joint City/School District Committee	Milt Stowe-Member Kellie Carrillo-Member			
Local Initiatives Navigation Center Committee (LINC)	Lawana Tate - Member Claudia Calderon -Alternate	10/6 P	11/1 P	12/1 P
Porterville Area Development Authority (PADA)	Monte Reyes - Member Milt Stowe - Member	10/22 P 10/22 P	11/19 P 10/22 P	12/17 P 12/17 P
PDC Advisory Board	John Lollis - Member Mayor - Alternate			
San Joaquin Valley Air Pollution Control District ("SJVAPCD") Board	Monte Reyes - Member	10/21 P	11/18 P	12/15 P
San Joaquin Valley Special City Selection Committee	Milt Stowe - Member Monte Reyes - Alternate			
San Joaquin Valley REAP Committee	Martha Flores- Member			
Tulare County Association of Governments/Tulare County Transportation Authority (TCAG/TCTA)	Martha Flores - Member Milt Stowe - Alternate	10/18 P		12/6 P
Tulare County Association of Governments (TCAG) - Sustainable Corridors Committee	Martha Flores - Member			
Tulare County City Selection Committee	Mayor - City Member Designee - Alternate			
Tulare County Economic Development Corporation (TCEDC)	Martha Flores - Member John Lollis - Alternate	10/27 P	11/30 P	12/15 P
Tulare County Regional Transit Agency (TCRTA)	Monte Reyes - Member Milt Stowe - Alternate	10/18 P	11/15 P	12/13 P
Tulare County Taskforce on Homelessness	Martha Flores - Member Claudia Calderon - Alternate	10/20 P	11/17 P	12/15 P
Tule River Improvement JPA	Monte Reyes - Member Michael Knight-Alternate	10/4 P		

P = Present A = Absent



CITY COUNCIL AGENDA – FEBRUARY 1, 2022

SUBJECT: City Commission and Committee Attendance Quarterly Report FY 2021-2022
(October - December 2021)

SOURCE: Administrative Services

COMMENT: Staff herein provides for the City Council's information attendance reports as of the Second Quarter FY 2021-22 for the following City Commissions and Committees:

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

RECOMMENDATION: Informational Only

ATTACHMENTS:

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

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

**Animal Control Commission
Attendance Records**

31-Dec-21

	2021 Oct	2021 Nov	2021 Dec	2022 Jan	2022 Feb	2022 Mar	2022 Apr	Notes:
Florenza Pizanis	*	*	*					
Jerry Hall	*	*	*					
Kathy Guinn	*	*	*					
Kat Harris	*	*	*					
Art Duron	*	*	*					

*Meeting cancelled due to lack of quorum.

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

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

*Meeting cancelled due to lack of quorum.

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

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

*Meeting cancelled due to lack of quorum.

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

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

*Meeting cancelled due to lack of quorum.

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

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

*Meeting cancelled due to lack of quorum.

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

**Arts Commission
Attendance Records**

As of December 31, 2021

	2020 Aug	2021 Sept	2021 26-Oct	2021 23-Nov	2021 Dec	2021 Jan	2021 Feb	2021 Mar	
Vacant		**							
Kyree Perkins	*P	**	P	*P	P				
Emily Luna	*P	**	P	*P	P				
Diego Monterrubio	*A	**	A	*A	A				
Eden Santos	*A	**	P	*A	P				
Maria Menga			P	*A	P				

* No meeting held due to lack of quorum.

** No meeting due to scheduling.

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

* No meeting held due to lack of quorum.

** No meeting due to scheduling.

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

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

* No meeting due to lack of quorum.

** Meeting Cancelled

LIBRARY & LITERACY COMMISSION - Attendance Record

As of December 31, 2021

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

 = Summer Hiatus

** = No meeting held

	2021 Oct 12	2021 Nov 9	2021 Dec 14	2022 Jan	2022 Feb	2022 Mar	2022 Apr	2022 May	2022 June	2022 July	
Catherine May	P	P	P								
Esther Figueroa	P	P	P								
Edith La Vonne	P	P	P								
Patience Christenson	P	E	P								
Kim Baumgardner	P	P	P								
Susan Uptain	P	P	P								
Leslie Pelon	P										
Karen Stover		P	P								

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

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

Parks & Leisure Services Commissioner's Record of Attendance

	2021 July	2021 Aug	2021 Sept	2021 Oct	2021 Nov	2021 Dec	2022 Jan	2022 Feb	2022 Mar	2022 Apr	2022 May	2022 June
				7	4	2						
Phillip Duncan	**	**	P	P	P	**						
Diane Graybehl	**	**	P	P	P	**						
Kieran Daly	**	**	P	P	P	**						
Janet Uresti	**	**	P	P	E	**						
Tom Fiormonti	**	**	P	P	P	**						
Jason Gurrola	**	**	P	P	E	**						
Jason Pommier	**	**	P	P	P	**						
Arlene Pena		**	P	P	P	**						

**No meeting held.

* Due to lack of quorum, an informal discussion only took place.

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

Parks & Leisure Services Commissioner's Record of Attendance

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

**No meeting held.

* Due to lack of quorum, an informal discussion only took place.

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

Parks & Leisure Services Commissioner's Record of Attendance

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

**No meeting held.

* Due to lack of quorum, an informal discussion only took place.

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

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

As of December 31, 2021

	2020 23-Sep	2020 18-Nov	2021 26-May	2021 25-Aug	2021 17-Nov			
John Simonich	P	P	P	P	A			Term expires 5/2022
Margaret Stinson	P	P	P	P	P			Term expires 5/2024
Russell "Buck" Fletcher	A	P	P	A	A			Term expires 5/2022
John Billiou	P	P	P	P	P			Term expires 5/2022
Jerry Hall	A	P	A	A	P			Term expires 5/2022
Janice Kovars	P	P	P	P	A			Term expires 5/2024
Shawn Byars	P	A	P	P	P			Term expires 5/2022
Joshua Sulier	P	P	P	P	P			Term expires 5/2024
Angela Dennis			P	P	P			Apptd 12/20; Term exp 5/2024
Vacant								

* Meeting cancelled

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

* Meeting cancelled

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

* No meeting was held due to lack of quorum.

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

As of December 31, 2021

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

* No meeting was held due to COVID.

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

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

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



CITY COUNCIL AGENDA – FEBRUARY 1, 2022

SUBJECT: City Council Minutes of November 17, 2020, and March 16, 2021

SOURCE: Administrative Services

COMMENT: Staff has prepared the draft Minutes of November 17, 2020, and March 16, 2021.

RECOMMENDATION: That the Council approve the draft Minutes of November 17, 2020, and March 16, 2021.

ATTACHMENTS:

1. Draft Minutes of November 17, 2020
2. Draft Minutes of March 16, 2021

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
NOVEMBER 17, 2020, 5:30 PM**

Call to Order at 5:30 p.m.

Roll Call: Council Member Virginia Gurrola, Council Member Daniel Peñaloza (present via Zoom), Council Member Milt Stowe (present via Zoom), Vice Mayor Adrian Monte Reyes, Mayor Martha A. Flores

ORAL COMMUNICATIONS

None.

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 50 West Olive Avenue, Suite B, Porterville, CA. Agency Negotiator: John Lollis and Jason Ridenour. Negotiating Parties: City of Porterville and 50 West Olive, LLC. Under Negotiation: Terms and Price.
- 2** - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis and Patrice Hildreth. Employee Organizations: Management and Confidential Series and Porterville Peace Officers Association.
- 3** - Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant exposure to litigation: Three Cases in which facts are not yet known to potential plaintiff.
- 4** - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated litigation – Initiation of litigation: One case.

**6:37 P.M. RECONVENE OPEN SESSION AND REPORT ON REPORTABLE ACTION
TAKEN IN CLOSED SESSION**

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

Pledge of Allegiance Led by Vice Mayor Reyes

Invocation – a moment of silence was observed.

ORAL COMMUNICATIONS

- Fred Beltran, on behalf of the Porterville Rescue Mission, stated he is available for questions regarding Item No. 19.
- Greg Shelton, Porterville, recommended that the Council consider adding one or two more cannabis dispensary licenses when rewriting the ordinances.
- Brock Neeley, Porterville, stated the Department of Social Services is vague on who will be housed in the development pertaining to Item No. 20.

Email Submissions

- Judy Bedell, Porterville, hopes that the Council will reconsider denying the Cars and Coffee event that occurs at the Porterville Plaza.

AB 1234 REPORTS

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

1. City Council Ad Hoc Committee – Provision of Local Water Services - November 5, 2020
Council Member Gurola reported on the committee's review of the financing results, and the proposal to finance the acquisition and construction of the City's municipal water enterprise.
2. Eastern Tule Groundwater Sustainability Agency (ETGSA) - November 5, 2020
Vice Mayor Reyes reported on the discussion of the rules and regulations and of the Agency's review of the scope of work for Four Creeks.
3. Tulare County Association of Government (TCAG)/Sustainable Corridor Committee - November 9, 2020
Mayor Flores continued her report to the next city council meeting, but emphasized that Porterville is a step ahead in the very numerous projects around the corridors and the mighty 190.
4. City Council Cannabis Ad Hoc Committee - November 9, 2020
Vice Mayor Reyes reported on the Committee's review of potential amendments to the Ordinance regarding the cannabis dispensaries such as adding two more adult use cannabis dispensary license.
5. Tulare County Regional Transit Agency (TCRTA) -November 12, 2020
Council Member Gurrola opted to report out on both TCRTA Meeting from November 12, 2020 and November 16, 2020. Gurrola stated that the meeting on November 12th was an ad hoc committee meeting with regard to the development of the job description for the Director. At the meeting of November 16th a presentation of the regional fare system was given by CalStartabout Program Initiatives and Membership.
6. City Council Covid-19 Ad Hoc Committee - November 12, 2020
Vice Mayor Reyes reported on those in attendance and indicated that the Committee reviewed an outdoor dining permit from a new applicant.
7. Eastern Tule Groundwater Sustainability Agency (ETGSA) Special Meeting - November 13, 2020
No report was provided.

8. Tulare County Regional Transit Agency (TCRTA) - November 16, 2020
Please see above report numbered "5".

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 – no report was provided.
2. Library & Literacy Commission – no report was provided.
3. Arts Commission – no report was provided.
4. Animal Control Commission – no report was provided.
5. Youth Commission – no report was provided.
6. Transactions And Use Tax Oversight Committee (TUTOC) – no report was provided.

II. Staff Informational Reports

1. Water Conservation Phase III Status Update

CONSENT CALENDAR

Item No. 12 was removed for further discussion at the request of Council Member Gurrola.

COUNCIL ACTION: MOVED by Council Member Virginia Gurrola, SECONDED by Vice Mayor A. Monte Reyes that the City Council approve Items Nos. 1-11, 13, and 14. The motion carried unanimously.

1. PURCHASE OF FIRE DEPARTMENT/CODE ENFORCEMENT BODY-WORN CAMERAS

Recommendation: That the City Council:

1. Authorize Department staff to enter into a contract with Axon Enterprises Inc. for the purchase of (4) body-worn cameras, (4) docking stations, (4) Administration licenses, unlimited cloud storage and associated installation hardware and technical support for \$6,700.63;
2. Authorize payment(s) to Axon Enterprises Inc. per contract; and
3. Authorize staff to negotiate contract renewal for services upon the current contract's expiration.

Documentation: M.O. 01-111720

Disposition: Approved.

2. AUTHORIZATION FOR ROOF COATING AND REPAIRS TO CENTENNIAL PLAZA BUILDING

Recommendation: That the City Council:

1. Award the contract to Double J's Roofing for a do not exceed amount of \$57,116 which includes prevailing wage labor, repair materials,

- taxes and a ten percent (10%) contingency, for the roof repair of the Centennial Plaza building; and
2. Adopt the draft Resolution authorizing the appropriation for up to \$57,116 from the General Fund's Facility Deferred Maintenance/Equipment Replacement Designated fund.

Documentation: M.O. 02-111720, Resolution No. 89-2020

Disposition: Approved.

3. FLEET MANAGEMENT SOFTWARE RENEWAL

Recommendation: That the City Council:

1. Approve the software contract with Ron Turley Associates for one (1) year; and
2. Authorize payment for these services from the Equipment Maintenance Shop Operating Budget.

Documentation: M.O. 03-111720

Disposition: Approved.

4. AUTHORIZATION TO ADVERTISE FOR BIDS - OLIVE AVENUE AND NEWCOMB STREET SIGNAL UPGRADE PROJECT

Recommendation: That City Council:

1. Approve staff's recommended Plans and Project Manual;
2. Authorize staff to advertise for bids on the project;
3. Authorize the City Engineer to negotiate construction surveying services with one of the firms as approved by Council MO #02-100714; and
4. Authorize additional appropriation of \$214,804 of STP Funds.

Documentation: M.O. 04-111720

Disposition: Approved.

5. ACCEPTANCE OF PROJECT - STUCCO REPAIR AND PAINTING OF FIRE STATION 71

Recommendation: That City Council:

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

Documentation: M.O. 05-111720

Disposition: Approved.

6. ACCEPTANCE OF PROJECT - CORPORATION YARD ELECTRIFICATION PROJECT

Recommendation: That City Council:

1. Accept the project as complete;
2. Authorize the filing of the Notice of Completion; and

3. Authorize the immediate release of final payment, provided no stop notices have been filed.

Documentation: M.O. 06-111720

Disposition: Approved.

7. ACCEPTANCE OF SUBDIVISION IMPROVEMENTS - WINDSOR COURT (PRESIDIO JJR CAMBRIA 80, LLC)

Recommendation: That the City Council:

1. Accept the public improvements, including those related to the Landscape & Lighting Maintenance District of the Windsor Court Subdivision for maintenance;
2. Authorize the City Clerk to file the Notice of Completion; and
3. Release the payment guarantee thirty-five (35) days after recordation, provided no liens have been filed.

Documentation: M.O. 07-111720

Disposition: Approved.

8. AUTHORIZATION TO DISTRIBUTE REQUEST FOR PROPOSALS FOR THE FIRST YEAR OF THE FIVE-YEAR PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PLAN

Recommendation: That City Council authorize staff to distribute a Request for Proposal for the first year of the five-year PLHA Plan.

Documentation: M.O. 08-111720

Disposition: Approved.

9. ASSIGNMENT OF AIRPORT LEASE - LOT 34A

Recommendation: That the City Council approve the Assignment of Lease for Lot No. 34A at the Porterville Municipal Airport from Steven J. Lessley, Original Trustee of the Sam G. Lessley Grantor Trust dated May 9, 2012, to Dustin H. Lessley; and authorize the Mayor to sign the Lessor's Consent to Assignment of Lease Agreement on behalf of the City.

Documentation: M.O. 09-111720

Disposition: Approved.

10. WEED ABATEMENT PROGRAM

Recommendation: That the City Council:

1. Authorize the purchase of the tractor, disc and flail mower from Farmers Tractor & Equipment Co.; and
2. Authorize the purchase of a dump trailer from BigTex Trailer World; and
3. Authorize the addition of one (1) new Parks Maintenance Worker II position, and direct staff to prepare the necessary amendments to the Allocation Schedule to document said position.

Documentation: M.O. 10-111720

Disposition: Approved.

11. CONSIDERATION OF LEASE AGREEMENT FOR 50 W. OLIVE AVENUE SUITE B

Recommendation: That the City Council approve and give authority to the Mayor and City Manager to sign all necessary documents.

Documentation: M.O. 11-111720

Disposition: Approved.

13. BID RESULTS - TRANSIT ELECTRIFICATION PROJECT - PHASE 2

Recommendation: That City Council:

1. Direct the City Engineer to re-advertise the project as two separate projects, separating the Corporation Yard and Transit Center improvements.

Documentation: M.O. 12-111720

Disposition: Approved.

14. STATUS AND REVIEW OF LOCAL EMERGENCY: DROUGHT

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

Documentation: M.O. 13-111720

Disposition: Approved.

PUBLIC HEARINGS

15. REQUEST TO APPROVE MODIFICATION NO. 3 TO THE PACIFIC RIM COMMERCIAL MIXED-USE PROJECT

Recommendation: That the City Council adopt the draft Resolution for Modification No. 3 to Conditional Use Permit PRC 2012-002-C for the Pacific Rim Commercial Mixed-Use Project.

City Manager Lollis introduced the item and Community Development Director Jason Ridenour presented the staff report.

The Public Hearing was opened at 7:18 p.m. and closed at 7:18 p.m. when no one came forward.

COUNCIL ACTION: MOVED by Council Member Gurrola, SECONDED by Mayor Martha A. Flores that the City Council approve the draft Resolution for Modification No. 3 to Conditional Use Permit PRC 2012-002-C for the Pacific Rim Commercial Mixed-Use Project. The motion carried unanimously.

Documentation: Resolution No. 90-2020

Disposition: Approved.

16. 2019-2020 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER)

Recommendation: That the City Council:

1. Conduct the Public Hearing and consider any comments received;
2. Consider the Draft 2019-2020 Consolidated Annual Performance Evaluation Report; and
3. Direct staff to submit it to the Department of Housing and Urban Development by the required deadline of December 30, 2020.

City Manager Lollis introduced the item and Community Development Director Jason Ridenour presented the staff report.

The Public Hearing opened at 7:43 p.m. and closed at 7:44 p.m. when no one came forward.

COUNCIL ACTION: MOVED by Council Member Virginia Gurrola, SECONDED by Council Member Daniel Peñaloza that the City Council approved the Draft 2019-2020 Consolidated Annual Performance Evaluation Report; and submittal of the report to the Department of Housing and Urban Development by the required deadline of December 30, 2020. The motion carried unanimously.

Documentation: M.O. 14-111720

Disposition: Approved.

17. CARES ACT SECOND SUBSTANTIAL AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT FIVE-YEAR CONSOLIDATED PLAN (2015/16-2019/20) AND 2019/20 ANNUAL ACTION PLAN

Recommendation: That the City Council:

1. Conduct a Public Hearing to receive comment on the proposed use of HUD CARES Act funding;
2. Approve and appropriate the 2019 annual Action Plan Amendment, in order to allocate the use of the additional \$393,438 in Community Development Block Grant Care Act (CBDG-CV) funding; and
3. Authorize the City Manager to execute all necessary documents.

City Manager Lollis introduced the item and Community Development Director Jason Ridenour presented the staff report.

The Public Hearing opened at 7:54 p.m. and closed at 7:54 p.m. when no one came forward.

COUNCIL ACTION: MOVED by Council Member Milt Stowe, SECONDED by Mayor Martha A. Flores that the City Council approve and appropriate the 2019 annual Action Plan Amendment, in order to allocate the use of additional \$393,438 in Community Development Block Grant Care Act (CBDG-CV) funding. The motion carried unanimously.

Documentation: Resolution No. 91-2020

Disposition: Approved.

SECOND READINGS

18. SECOND READING - ORDINANCE NO. 1878 - AMENDING ARTICLE III OF CHAPTER 5 OF THE PORTERVILLE MUNICIPAL CODE

Recommendation: That the City Council give Second Reading to Ordinance 1878, waive further reading, and adopt said Ordinance.

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

COUNCIL ACTION: MOVED by Council Member Daniel Peñaloza, SECONDED by Vice Mayor A. Monte Reyes that the City Council approved Ordinance No. 1878, an ordinance of the City Council of the City of Porterville amending Article III of Chapter 5 of the Porterville Municipal Code to allow therapy dogs utilized by a public safety agency as a part of an Emergency Service Therapy Dog Program, in public facilities; give a second reading and adopt said Ordinance. The motion carried unanimously.

Documentation: Ordinance No. 1878

Disposition: Approved.

SCHEDULED MATTERS

19. RESCUE MISSION UPDATE

Recommendation: That the City Council receive staff's report and provide direction as determined.

City Manager Lollis introduced the item and Community Development Director Jason Ridenour presented the staff report.

An update of the current status of the New Porterville Rescue Mission was presented by staff. Rescue Mission staff stated the demolition project has begun, but a structural issue was encountered that will need to be resolved prior to moving forward with the project. Staff with the Rescue Mission believes the project will be done within six months.

Council directed staff to bring back a status update of the project no later than January 19th, 2021.

Documentation: None.

Disposition: Direction given.

20. CONSIDERATION OF ALLOWING AN OVERCONCENTRATION OF ADULT RESIDENTIAL FACILITIES

Recommendation: That the City Council:

1. Determine whether or not such a decision should be the purview of the Zoning Administrator or the City Council; and
2. Should the Council determine that they should be decision maker, make a determination as to whether the requested overconcentration should be allowed.

City Manager Lollis introduced the item and Community Development Manager Julia Phillips presented the staff report.

COUNCIL ACTION: MOVED by Council Member Milt Stowe, SECONDED by Council Member Daniel Peñaloza that the City Council authorize staff to determine the outcome of the application and have future applications come before the council for approval.

AYES: Peñaloza, Stowe
NOES: Gurrola, Reyes, Flores
ABSTAIN: None
ABSENT: None

Motion failed.

COUNCIL ACTION: MOVED by Council Member Virginia Gurrola, SECONDED by Vice Mayor A. Monte Reyes that the City Council approved the application and have future applications be brought to the council for consideration. The motion carried unanimously.

Documentation: M.O. 16-111720

Disposition: Approved.

21. MILITARY BANNER PROGRAM

Recommendation: That the City Council consider the location of new military banners as the program expands past its current designated locations, and provide direction on the draft policy.

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

COUNCIL ACTION: MOVED by Council Member Milt Stowe, SECONDED by Council Member Virginia Gurrola that the City Council approve the military banner expansion and keep the banners up year-round until a standing committee is established to make recommendations to the council regarding the banners. The motion carried unanimously.

Documentation: M.O. 17-111720

Disposition: Approved.

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

Recommendation: That the City Council:

1. Receive the report of status and review of the Proclamation of Local Emergency;
2. Determine the need exists to continue said Declaration; and
3. Take action and/or provide direction as deemed necessary.

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

COUNCIL ACTION: MOVED by Mayor Martha A. Flores, SECONDED by Vice Mayor A. Monte Reyes that the City Council continue the Local Emergency Proclamation. The motion carried unanimously.

Documentation: M.O. 18-111720

Disposition: Approved.

CONSENT CALENDAR continued

12. RENEWAL OF AKIN WATER SYSTEM CONSOLIDATION AGREEMENT

Recommendation: That the City Council authorize the Mayor to approve an extension of the Akin Consolidation Agreement providing the additional time needed by the State Water Resources Control Board to complete improvements associated with consolidation.

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

COUNCIL ACTION: MOVED by Council Member Virginia Gurrola, SECONDED by Vice Mayor A. Monte Reyes that the City Council approve an extension of the Akin Consolidation Agreement. The motion carried unanimously.

Documentation: M.O. 19-111721

Disposition: Approved.

ORAL COMMUNICATIONS

- Brock Neeley, Porterville, stated he believes that the military banners should have rotations of when to be put up.

OTHER MATTERS

- Council Member Gurrola, thanked city staff on everything they do with regard to the Covid Pandemic, as she knows it can be extremely difficult to work through. Gurrola also stated that it is a big responsibility of the community to follow the health officials messages and guidelines.
- Council Member Peñaloza, wished everyone a Happy Thanksgiving and recommended to everyone to refrain from large gatherings and to stay home if possible.
- Council Member Stowe, wished everyone a Happy Thanksgiving and hope they are able to enjoy seeing their loved ones virtually and not to gather, and pray to god that he keeps our community, state and country safe.
- Vice Mayor Reyes, thanked city staff for doing a great job with all that we are going through with COVID; wished everyone a Happy Thanksgiving and echoed the sentiments of others with wearing a mask and keep a safe distance.
- Mayor Flores, thanked city staff and stated she and the council are very grateful and appreciative for their service, wished everyone a very Happy Thanksgiving, and prayers have been sent out for many people and their families in these difficult times.

- City Manager John Lollis, stated he is pleased that the navigation center has finished its construction and has been fully utilized to its capacities and spoke of an event called a Coat and Sock drive that is to be held at the center.

City Council reconvened into Closed Session at 9:33 p.m.

CLOSED SESSION

City Attorney Julia Lew was reported that no reportable action took place in Closed Session.

ADJOURNMENT

The Council adjourned at 10:00p.m. to the meeting of December 1, 2020

Fernando Gabriel-Moraga, Deputy City Clerk

SEAL

Martha A. Flores, Mayor

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
MARCH 16, 2021, 5:30 PM**

Call to Order 5:30 p.m.

Roll Call: Council Member Kellie Carrillo, Council Member Daniel Peñaloza,
Council Member Milt Stowe, Vice Mayor Martha A. Flores,
Mayor Adrian Monte Reyes

ORAL COMMUNICATIONS

None.

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1 - Government Code Section 54956.8 – Conference With Real Property Negotiators/Property: 42 South Plano Street, Porterville, Ca. Agency Negotiator: John Lollis. Negotiating Parties: City Of Porterville And Barn Theater. Under Negotiation: Terms And Price.
- 2 - Government Code Section 54956.8 – Conference With Real Property Negotiators/Property: 38 East Cleveland Avenue, Porterville, Ca. Agency Negotiator: John Lollis. Negotiating Parties: City Of Porterville And Pacheco Mary (Tr) (P Bypass Tr). Under Negotiation: Terms And Price.
- 3 - Government Code Section 54957.6 – Conference With Labor Negotiator. Agency Negotiator: John Lollis And Patrice Hildreth. Employee Organizations: Management & Confidential Series; Porterville Peace Officers Association; Porterville City Employees Association; Public Safety Support Unit; Porterville City Firefighters Association; Fire Officer Series; And All Unrepresented Management Employees.
- 4 - Government Code Section 54956.95 – Liability Claim: Claimant: State Farm Insurance As Subrogee Of Enrique Vasquez. Agency Claimed Against: City Of Porterville.
- 5 - Government Code Section 54956.9(D)(3) – Conference With Legal Counsel – Anticipated Litigation – Significant Exposure To Litigation: Five Cases In Which Facts Are Not Yet Known To Potential Plaintiff.
- 6 - Government Code Section 54956.9(D)(4) – Conference With Legal Counsel – Anticipated Litigation – Initiation Of Litigation: One Case.

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

City Attorney Julia Lew reported no action had taken place during Closed Session, but noted that Council will need to reconvene into Closed Session later in the evening.

Pledge of Allegiance Led by Council Member Stowe

Invocation -- a moment of silence was observed.

PRESENTATIONS

- Jeff Peek - City Auditor

ORAL COMMUNICATIONS

- Brock Neeley, Porterville, voiced concern with the proposed host portion of the fireworks ordinance.
- Deane Rhoadarmer, Porterville, voiced concern with the proposed fireworks ordinance regarding the social portion.

Email Submission

- Chris Melcer, Porterville, voiced concerned with the fireworks ordinance concerning potentially holding the owners responsible for violations.
- George Sell, Porterville, stated the city should start collecting fines before changing the fireworks ordinance.
- Catie Adams-Puett, Porterville, believes the city should give a citation to the resident and all in attendance if they are caught using illegal fireworks.
- Scott Tuttle, Porterville, spoke against making landlords liable for occupant's violations concerning fireworks.
- Melanie Tyler, Porterville, stated she is happy that the Council is addressing the firework issue and suggested the ordinance be changed to exclude the landlords from being responsible.
- Chad Perigo, Porterville, appreciates the Council for addressing the firework problem, but doesn't think the landlord should be responsible.
- Jim Hatcher, Porterville, finds the social host component of the proposed ordinance patently unfair.
- Gary Babcock, Porterville, stated that as a property owner he should not be expected to control or monitor the actions of his tenants or their guests.
- Dustin Maddox, Porterville, agreed that fireworks are a nuisance and voiced concern with the proposed ordinance regarding the host component.

AB 1234 REPORTS

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

1. Local Initiatives Navigation Center Committee (LINC) - March 3, 2021
Council Member Penaloza reported on those in attendance; spoke on all the subcommittees; and of the discussion on the challenges that are occurring with programs and the need for people to apply for benefits and programs through the state. The next meeting is scheduled for April 7, 2021.
2. Eastern Tule Groundwater Sustainability Agency - March 4, 2021
Mayor Reyes reported on the approval of minutes of the February 4, 2021, meeting; of the actions taken including the approval of the Rules and Regulations of the ETGSA, financial statements, and approving bills to be paid.
3. City Council Cannabis Ad Hoc Committee - March 8, 2021
No report was provided.
4. Tulare County Water Commission - March 8, 2021

Vice Mayor Flores reported on the approval of minutes of February 8, 2021, updated on the domestic water tank program, and highlighted the water sustainability projects.

5. Tulare County Association Of Governments (TCAG) Regional Transportation Public Participation Plan - March 11, 2021
Vice Mayor Flores reported on those in attendance; indicated that Tribal Council Member Santos made minor revisions to the tribal participation plan and that the information would be presented at a later meeting; and made note of a request to provide a letter to TCAG requesting funding for an active transportation plan for a future project. The next meeting is scheduled for April 8, 2021.
6. Library Facility Planning Committee - March 12, 2021
Council Member Carrillo reported on those in attendance and self-introductions of the committee members; indicated that City Librarian Vikki Cervantes provided a brief overview of current library services and discussed Committee objectives. She added that the role of the Committee was reviewed, and the need for a new needs assessment and consultant were also discussed. The next meeting is April 15, 2021.
7. Tulare County Association of Governments (TCAG)/ Tulare County Transportation Authority (TCTA) - March 15, 2021
Vice Mayor Flores reported on her attendance; spoke of the approval of the Transportation Consent Calendar; the appointment of two members to the Social Services Transportation Advisory Council; the adoption of a resolution of the draft 2020 Tribal Public Participation Plan, and a resolution for the appointment of the San Joaquin Joint Powers Authority Alternate Member. The next meeting is scheduled for April 19, 2021.
8. Tulare County Regional Transit Agency - March 15, 2021
Mayor Reyes reported on the approval of minutes; spoke of the approval of the Fiscal Year 2021 Interim Budget and documentation for the Federal Transportation Administration; and reported that a decision had been made to approve free fare to those who are 18 years of age and under and those for vaccination appointments.

REPORTS

- I. City Commission and Committee Meetings – no report was provided.
 1. Parks & Leisure Services Commission – no report was provided.
 2. Library & Literacy Commission – no report was provided.
 3. Arts Commission – no report was provided.
 4. Animal Control Commission – no report was provided.
 5. Youth Commission – no report was provided.
 6. Transactions And Use Tax Oversight Committee (TUTOC) – no report was provided.
- II. Staff Informational Reports
 1. Water Conservation Phase IV Status Update

CONSENT CALENDAR

Mayor Reyes reported a conflict on Item Nos. 4 and 9, and recused himself from action on those items. Vice Mayor Flores made note of a needed amendment to the Minutes of February 2, 2021 regarding reference to her conflict on a consent calendar item. She advised there is no conflict.

COUNCIL ACTION: MOVED by Vice Mayor Martha A. Flores, SECONDED by Council Member Daniel Peñaloza that the City Council approve Items Nos. 1-10 with the noted amendment to Item No. 1. The motion carried unanimously.

1. CITY COUNCIL MINUTES OF JANUARY 19, 2021, AND FEBRUARY 2, 2021.

Recommendation: That the Council approve the draft Minutes of January 19, 2021, and February 2, 2021 with the amendment to be made to the minutes of February 2, 2021.

Documentation: M.O. 01-031621

Disposition: Approved as amended.

2. AUTHORIZATION FOR POLICE VEHICLE REPAIRS

Recommendation: That the City Council:

1. Authorize repairs by Milinich Body Works to 2013 Dodge Charger (Unit #3328) for an estimated cost of \$15,678.24.; and
2. Authorize repairs by Porterville Collision Center to 2014 Dodge Charger (Unit #3334 for an estimated cost of \$12,525.50; and
3. Authorize a 10% contingency cost for damage that is not yet known but may be present upon repair of each vehicle; and,
4. Authorize payment upon satisfactory completion of repairs.

Documentation: M.O. 02-031621

Disposition: Approved.

3. AUTHORIZATION FOR REPAIR OF SPECIALIZED EQUIPMENT

Recommendation: That the City Council:

1. Authorize the repair of the Sewer Vactor Truck by Haaker Equipment Co. at a cost not to exceed \$16,442 (inclusive of all parts, taxes, labor, including a 10% contingency); and
2. Authorize payment of said repair upon satisfactory completion.

Documentation: M.O. 03-031621

Disposition: Approved.

4. ACCEPTANCE OF SUBDIVISION IMPROVEMENTS - 4TH STREET APARTMENTS, PHASE 2 (JASON MOYES - SMEE HOMES, INC.)

Recommendation: That the City Council:

1. Accept the public improvements, including those related to the Landscape & Lighting District of the 4th Street Apartments, Phase 2 Subdivision for maintenance;
2. Authorize the City Clerk to file the Notice of Completion; and
3. Release the payment guarantee thirty-five (35) days after recordation,

provided no liens have been filed.

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

Documentation: M.O. 04-031621

Disposition: Approved.

5. AIRPORT LEASE AGREEMENT - LOT NO. 61C

Recommendation: That the City Council approve the Lease Agreement for Lot 61C between the City of Porterville and Don Lewis; and authorize the Mayor to sign the Lease Agreement on behalf of the City.

Documentation: M.O. 05-031621

Disposition: Approved.

6. CONSIDERATION OF FUNDING FOR MANAGEMENT CONTRACT FOR MIGHTY 190 WEBSITE AND SOCIAL MEDIA

Recommendation: That the City Council:

1. Adopt the draft Resolution authorizing the appropriation of up to \$15,0000 from the City Council's Special Purposes Reserve Fund in support of the Mighty 190 Committee; and
2. Approve the contract with Rethought Reborn Media to manage the Mighty 190 website and social media pages for one year at a cost of \$2,940 with funds from the Special Purposes Reserve Fund.

Documentation: Resolution No. 03-2021

Disposition: Approved.

7. ADDENDUM NO.2 TO LICENSE AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND TULARE COUNTY JUNIOR LIVESTOCK SHOW AND COMMUNITY FAIR

Recommendation: That the City Council ratify its action to approve Addendum No.2 to License and Development Agreement Between the City of Porterville and Tulare County Junior Livestock Show and Community Fair.

Documentation: M.O. 06-031621

Disposition: Approved.

8. APPROVAL OF AMENDMENT 1 TO THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT MEMORANDUM OF UNDERSTANDING FOR GRANT ADMINISTRATION SERVICES.

Recommendation: That the City Council:

1. Approve Amendment 1 to the Memorandum of Understanding between the San Joaquin Valley Air Pollution Control District and the City of Porterville for grant administration services; and
2. Authorize the City Manager to execute Amendment 1 to the

Memorandum of Understanding.

Documentation: M.O. 07-031621

Disposition: Approved.

9. CITY COUNCIL MEMBER REQUESTED AGENDA ITEM - CONSIDER THE SCHEDULING OF A STUDY SESSION TO CONSIDER THE AGREEMENT BETWEEN THE CITY AND THE PORTERVILLE CHAMBER OF COMMERCE AND ESTABLISH MUTUAL GOALS AND OBJECTIVES

Recommendation: That the City Council approve Vice Mayor Flores request to consider the scheduling of a Study Session to consider the Agreement between the City and the Porterville Chamber of Commerce and establish mutual goals and objectives as a Scheduled Matter at its next regularly scheduled meeting.

AYES: Carrillo, Peñaloza, Stowe, Flores

NOES: None

ABSTAIN: Reyes

ABSENT: None

Documentation: M.O. 08-031621

Disposition: Approved.

10. STATUS AND REVIEW OF LOCAL EMERGENCY: DROUGHT

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

Documentation: M.O. 09-031621

Disposition: Approved.

PUBLIC HEARINGS

11. PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PLAN AMENDMENT & RFP AWARD

Recommendation: That the City Council:

1. Award Turning Point of Central California (TPOCC) in the amount of \$85,688.50 (25% of 2019 PLHA allocation) for the Navigation Center and \$68,550.80 (20% of PLHA 2019 allocation) for Emergency Housing and \$34,275.40 (10% of PLHA 2019 allocation) for PSH operation support; and
2. Hold a public hearing to receive public comment on the proposed 5-Year Plan Amendment & reallocation of funds; and
3. Approve & adopt the proposed draft Permanent Local Housing Allocation (PLHA) 5-Year Amended Plan; and
4. Authorize the Mayor or his designee to execute all documents

- pertaining to the PLHA program; and be authorized to make any augmentation, modification, addition or revision as may be necessary to conform to requirements imposed by the California Department of Housing and Community Development (HCD); and
5. Authorize the Community Development Director to execute, in the name of the City of Porterville, project drawdown requests, and all other administrative documents required by the California Department of Housing and Community Development; and
 6. If CC approves the Proposed 5-Year plan amendment presented at tonight's meeting, award Central California Family Crisis Center (CCFCC) in the amount of \$137,101.60 (40% of 2019 PLHA allocation, with the contingency that HCD approves the proposed 5-Year Plan amendment first.

City Manager Lollis introduced the item and stated he had a conflict on the item and recused himself. Economic Development and Housing Manager Jason Ridenour presented the staff report.

The Public Hearing was opened at 7:57 p.m.

- Brock Neeley, Porterville, voiced appreciation to staff for working hard in getting this taken care of for those experiencing homelessness.

The Public Hearing was closed at 7:58 p.m. when no one else came forward to speak.

COUNCIL ACTION: MOVED by Council Member Milt Stowe, SECONDED by Vice Mayor Martha A. Flores that the City Council approve staff's recommendation. The motion carried unanimously.

Documentation: M.O. 10-031621

Disposition: Approved.

SCHEDULED MATTERS

12. AUTHORIZATION OF 2X PROMOTIONS OHV PARK RACES WITH OVERNIGHT CAMPING

Recommendation: That the City Council:

1. Approve the OHV Park races on April 3-4 & 10-11, 2021; and
2. Approve overnight camping for both weekends.

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

COUNCIL ACTION: MOVED by Vice Mayor Martha A. Flores, SECONDED by Council Member Kellie Carrillo that the City Council approve the OHV Park races on April 3-4 & 10-11, 2021 and approve overnight camping. The motion carried unanimously.

Documentation: M.O. 11-031621

Disposition: Approved.

Mayor Reyes recused himself from Item No. 13. and left the Zoom meeting. Vice Mayor Flores stepped in as Mayor Pro Tem in the absence of the Mayor and conducted the meeting.

13. DRAFT FIREWORKS ORDINANCE

Recommendation: That the City Council consider the proposed language and provide direction as to how to proceed.

City Manager Lollis introduced the item and Fire Marshall Clayton Dignam presented the staff report.

Discussion ensued during which various potential modifications to Chapter 12 of the Municipal Code as it relates to safe and sane fireworks took place. The Council discussed options to modify the fines associated with illegal discharge of fireworks, and other concepts which could reduce the negative community impact of fireworks while still maintaining opportunities for community fundraising and cherishing patriotic traditions.

The Council directed staff to bring back the item for further discussion and review for potential additions or amendments.

Documentation: None.

Disposition: Direction was given.

After Item No. 13 was concluded, Mayor Reyes returned the meeting, after which a 10 minute recess took place at 8:50 p.m. and reconvened at 9:00 p.m.

14. CONSIDERATION OF PARCELS WITHOUT STREET FRONTAGE

Recommendation: That the City Council provide direction on amending Series 400 of the Porterville Development Ordinance in regards to the creation of lots without street frontage.

City Manager Lollis introduced the item and Community Development Director Jason Ridenour presented the staff report.

The Council directed staff to bring back the item with additional examples from other communities for their consideration.

Documentation: None.

Disposition: Direction was given to bring back item at future meeting.

15. COMMUNITY CLEANUP EVENT VOLUNTEER GUIDELINES

Recommendation: That the City Council consider draft guidelines for community cleanup event volunteers.

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

Council was supportive of the draft Community Cleanup Event Volunteer Guidelines. Council Member comments were that the guidelines would be scalable and supportive of both small and large scale cleanup events, and that City staff assist either in the placement and collection of a waste bin, receiving collected waste at the Corporation Yard and/or coordinating the disposal of collected waste at the Teapot Dome Landfill. Council requested the item to be brought back with the noted changes or amendments, for approval at the next council meeting.

Documentation: None

Disposition: Direction given.

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

Recommendation: That the City Council:

1. Receive the report of status and review of the Proclamation of Local Emergency;
2. Determine the need exists to continue said Declaration; and
3. Take action and/or provide direction as deemed necessary.

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

COUNCIL ACTION: MOVED by Vice Mayor Martha A. Flores, SECONDED by Mayor Adrian Monte Reyes that the City Council approve the continuance of the declaration of local emergency. The motion carried unanimously.

Documentation: M.O. 12-031621

Disposition: Approved.

ORAL COMMUNICATIONS

None.

OTHER MATTERS

- Council Member Carrillo thanked staff for all the work that goes into making the agenda and was pleased to hear the progress that was being made by the County in getting into the red tier, with regard to Covid Cases.
- Council Member Stowe recommended to everyone to test for Covid and announced that he is contemplating on resigning his position as Council Member of District 2, due to health concerns.
- Council Member Penaloza gave his support to Council Member Stowe and stated he

is excited the County will be going into the red tier and hopeful of businesses being able to open soon.

- Vice Mayor Flores stated it is with heavy heart to hear of Council Members Stowe's health concerns; and was at a loss for words of the recent loss of Jeff Edwards.
- Mayor Reyes expressed a sense of loss for Jeff Edwards as he was part of the city's history. Mr. Reyes stated he attended a Q&A for 5th graders at Lombardi School and got a lot of questions regarding covid.
- City Manager Lollis spoke of the conversation between him and Council Member Stowe and stated his thoughts and prayers are with him. Mr. Lollis stated he was able to sit on another city's Finance Director interview and said he was fortunate to have our Finance Director Maria Bemis working with us.

CLOSED SESSION

City Attorney Lew reported action pertaining to A-4 of Closed Session, as follows:

A-4. On a MOTION made by Council Member Daniel Peñaloza, and SECONDED by Vice Mayor Martha A. Flores the City Council rejected the claim filed by State Farm Insurance A/S/O Enrique Vasquez.

AYES: Carrillo, Peñaloza, Flores, Reyes

NOES: None

ABSTAIN: None

ABSENT: Stowe

ADJOURNMENT

The Council adjourned at 11:00 p.m. to the meeting of April 6, 2021.

Fernando Gabriel-Moraga, Deputy City Clerk

SEAL

Adrian Monte Reyes, Mayor



CITY COUNCIL AGENDA – FEBRUARY 1, 2022

SUBJECT: Authorization to Purchase Fire Department Personnel Class A Uniforms

SOURCE: Fire

COMMENT: At its meetings on July 20, 2021 and August 3, 2021, the City Council approved Resolutions 37-2021 and 46-2021. The Resolutions amended the Employee Pay and Benefits Plan pertaining to the Fire Officers Series and the Porterville City Firefighters Association. Item IX of Resolution 37-2021 and item X of Resolutions 46-2021 state that the City will purchase each member a Class A uniform. The Class A uniform includes the following items:

- Jacket
- Jacket Badge
- Pants
- Dress Shirt
- Shoes
- Hat
- Hat Badge

Staff requested quotes from Lighthouse Uniform Company for the purchase of the Class A uniforms and Entenmann-Rovin Co. for the jacket and hat badges. Each of these companies is the Fire Department's sole provider. The quotes are as follows (all amounts include tax and shipping):

Lighthouse Uniform Company \$22,689.69 plus \$2,028.04 use tax
Entenmann-Rovin Co. Jacket Badges \$4,485.84
Entenmann-Rovin Co. Hat Badges \$3,019.44

Staff recommends approving the purchase of the items as outlined above. While staff will make every effort to coordinate the purchase as quickly as possible after approval, given the current market fluctuations, staff requests authority from the Council to accommodate a ten percent (10%) contingency if needed to proceed with the necessary purchase. This has the potential to increase the overall purchase from \$32,223.01 to \$35,445.31. Funds for these purchases are requested from Measure I.

RECOMMENDATION: That the City Council authorize the purchase of the Class-A uniforms and badges for \$32,223.01, as well as a ten percent (10%) contingency not to exceed \$35,445.31.

ATTACHMENTS:

1. Badge Quote
2. Hat Badge
3. Uniform Quote
4. Lighthouse Uniform Company Sole Source Letter
5. Entenmann-Rovin Co. Sole Source Letter
6. Resolution 37-2021
7. Resolution 46-2021

Appropriated/Funded:

Review By:

Department Director:
Bryan Cogburn, Deputy Fire Chief

Final Approver: John Lollis, City Manager



Entenmann-Rovin Co.

2425 Garfield Ave.
Commerce, CA 90040-1811
Phone: (323) 278-1999
Fax: (323) 278-1980
Federal I.D. 95-4323273
Email: Sales@erbadge.com
Website: www.erbadge.com

QUOTE

ORDER NUMBER: 0171764
ORDER DATE: 12/3/2021

CUSTOMER NO.: 0013164
PAGE: Page 1 of 3

SOLD TO:
PORTERVILLE FIRE DEPT (CA)
40 W. CLEVELAND AVENUE
PORTERVILLE, CA 93257

SHIP TO:
PORTERVILLE FIRE DEPT.
40 W. CLEVELAND AVE.
JANICE CELINDER
PORTERVILLE, CA 93257

Confirm To:
JANICE CELINDER

CUSTOMER P.O.	SHIP VIA	SHIP DATE	TERMS	SALESPERSON		
	UPS-GROUND	8/28/2024	Net 30	CYNTHIA CRESPO		
ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
WH153R-13164-1	EACH	11.000	0.000	0.000	114.0000	1,254.00
PORTERVILLE WH153-R PL DOME BADGE			FINISH:	PLATILOY		
(SILVER WINGS/RED FIRE HAT			SHAPE:	DOME		
FIREFIGHTER			ENAMEL:	HARD BLUE		
PORTERVILLE			ATTACHMENT:	PIN		
()-PORTERVILLE #4 CC BC						
FIRE DEPT.						
WH153R-13164-1	EACH	9.000	0.000	0.000	114.0000	1,026.00
PORTERVILLE WH153-R PL DOME BADGE			FINISH:	PLATILOY		
(SILVER WINGS/RED FIRE HAT			SHAPE:	DOME		
ENGINEER			ENAMEL:	HARD BLUE		
PORTERVILLE			ATTACHMENT:	PIN		
()-PORTERVILLE #4 CC BC						
FIRE DEPT.						
WH153R-13164-6	EACH	9.000	0.000	0.000	114.0000	1,026.00
PORTERVILLE WH153-R TT DOME BADGE			FINISH:	TWO OTNE		
(SILVER WINGS/RED FIRE HAT)			SHAPE:	DOME		
CAPTAIN			ENAMEL:	HARD BLUE		
PORTERVILLE			ATTACHMENT:	PIN		
()-PORTERVILLE #4 CC BC						
FIRE DEPT.						



Entenmann-Rovin Co.

2425 Garfield Ave.
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Phone: (323) 278-1999
Fax: (323) 278-1980
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Website: www.erbadge.com

QUOTE

ORDER NUMBER: 0171764
ORDER DATE: 12/3/2021

CUSTOMER NO.: 0013164
PAGE: Page 2 of 3

SOLD TO:
PORTERVILLE FIRE DEPT (CA)
40 W. CLEVELAND AVENUE
PORTERVILLE, CA 93257

SHIP TO:
PORTERVILLE FIRE DEPT.
40 W. CLEVELAND AVE.
JANICE CELINDER
PORTERVILLE, CA 93257

Confirm To:
JANICE CELINDER

CUSTOMER P.O.	SHIP VIA	SHIP DATE	TERMS	SALESPERSON		
	UPS-GROUND	8/28/2024	Net 30	CYNTHIA CRESPO		
ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
WH153R-13164-2	EACH	4.000	0.000	0.000	114.0000	456.00
PORTERVILLE WH153-R C DOME BADGE			FINISH:	CARLTONE		
(GOLD WINGS/RED FIRE HAT)			SHAPE:	DOME		
BATTALION CHIEF			ENAMEL:	HARD BLUE		
PORTERVILLE			ATTACHMENT:	PIN		
()-PORTERVILLE #4 CC BC						
FIRE DEPT.						
WH153R-13164-2	EACH	1.000	0.000	0.000	114.0000	114.00
PORTERVILLE WH153-R C DOME BADGE			FINISH:	CARLTONE		
(GOLD WINGS/RED FIRE HAT)			SHAPE:	DOME		
DEPUTY CHIEF			ENAMEL:	HARD BLUE		
PORTERVILLE			ATTACHMENT:	PIN		
()-PORTERVILLE #4 CC BC						
FIRE DEPT.						
WH153R-13164-2	EACH	2.000	0.000	0.000	114.0000	228.00
PORTERVILLE WH153-R C DOME BADGE			FINISH:	CARLTONE		
(GOLD WINGS/RED FIRE HAT)			SHAPE:	DOME		
FIRE CHIEF			ENAMEL:	HARD BLUE		
PORTERVILLE			ATTACHMENT:	PIN		
()-PORTERVILLE #4 CC BC						
FIRE DEPT.						



Entenmann-Rovin Co.

2425 Garfield Ave.
Commerce, CA 90040-1811
Phone: (323) 278-1999
Fax: (323) 278-1980
Federal I.D. 95-4323273
Email: Sales@erbadge.com
Website: www.erbadge.com

QUOTE

ORDER NUMBER: 0171764
ORDER DATE: 12/3/2021

CUSTOMER NO.: 0013164
PAGE: Page 3 of 3

SOLD TO:
PORTERVILLE FIRE DEPT (CA)
40 W. CLEVELAND AVENUE
PORTERVILLE, CA 93257

SHIP TO:
PORTERVILLE FIRE DEPT.
40 W. CLEVELAND AVE.
JANICE CELINDER
PORTERVILLE, CA 93257

Confirm To:
JANICE CELINDER

CUSTOMER P.O.		SHIP VIA		SHIP DATE		TERMS		SALESPERSON	
		UPS-GROUND		8/28/2024		Net 30		CYNTHIA CRESPO	
ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT			
/PACK						10.00			
PACKAGING & HANDLING FEES									
/INSURANCE		PK	1.000	0.000	0.000	35.0000	35.00		
PACKAGE INSURANCE									

Net Order:	4,149.00
Less Discount:	0.00
Freight:	18.00
Sales Tax:	318.84
Order Total:	4,485.84



Entenmann-Rovin Co.

2425 Garfield Ave.
Commerce, CA 90040-1811
Phone: (323) 278-1999
Fax: (323) 278-1980
Federal I.D. 95-4323273
Email: Sales@erbadge.com
Website: www.erbadge.com

QUOTE

ORDER NUMBER: 0170150
ORDER DATE: 9/22/2021

CUSTOMER NO.: 0013164
PAGE: Page 1 of 2

SOLD TO:
PORTERVILLE FIRE DEPT (CA)
40 W. CLEVELAND AVENUE
PORTERVILLE, CA 93257

SHIP TO:
PORTERVILLE FIRE DEPT.
40 W. CLEVELAND AVE.
PORTERVILLE, CA 93257

Confirm To:
YVETTE RODRIGUEZ

CUSTOMER P.O.		SHIP VIA	SHIP DATE	TERMS	SALESPERSON	
		UPS-GROUND	6/17/2024	Net 30	CYNTHIA CRESPO	
ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
348R-13164-3	EACH	11.000	0.000	0.000	92.0000	1,012.00
PORTERVILLE 348-R PL CAP PIECE						
FIREFIGHTER			FINISH:	PLATILOY		
()-PORTERVILLE #4 CC BC			SHAPE:	DOME		
(RED FIRE HAT)			ENAMEL:	HARD BLUE		
FIRE DEPT.			ATTACHMENT:	POST-PEG		
348R-13164-3	EACH	8.000	0.000	0.000	92.0000	736.00
PORTERVILLE 348-R PL CAP PIECE						
ENGINEER			FINISH:	PLATILOY		
()-PORTERVILLE #4 CC BC			SHAPE:	DOME		
(RED FIRE HAT)			ENAMEL:	HARD BLUE		
FIRE DEPT.			ATTACHMENT:	POST-PEG		
348R-13164-2	EACH	7.000	0.000	0.000	92.0000	644.00
PORTERVILLE 348-R TTCAP PIECE						
CAPTAIN			FINISH:	TWO TONE		
()-PORTERVILLE #4 CC BC			SHAPE:	DOME		
(RED FIRE HAT)			ENAMEL:	HARD BLUE		
FIRE DEPT.			ATTACHMENT:	POST-PEG		
348R-13164-1	EACH	2.000	0.000	0.000	88.0000	176.00
PORTERVILLE 348-R C CAP PIECE						
BATTALION CHIEF			FINISH:	CARLTONE		
()-PORTERVILLE #4 CC BC			SHAPE:	DOME		
(RED FIRE HAT)			ENAMEL:	HARD BLUE		
FIRE DEPT.			ATTACHMENT:	POST-PEG		



Entenmann-Rovin Co.

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Fax: (323) 278-1980
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Email: Sales@erbadge.com
Website: www.erbadge.com

QUOTE

ORDER NUMBER: 0170150
ORDER DATE: 9/22/2021

CUSTOMER NO.: 0013164
PAGE: Page 2 of 2

SOLD TO:
PORTERVILLE FIRE DEPT (CA)
40 W. CLEVELAND AVENUE
PORTERVILLE, CA 93257

SHIP TO:
PORTERVILLE FIRE DEPT.
40 W. CLEVELAND AVE.
PORTERVILLE, CA 93257

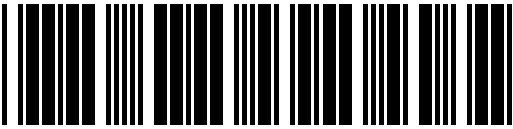
Confirm To:
YVETTE RODRIGUEZ

CUSTOMER P.O.		SHIP VIA	SHIP DATE	TERMS	SALESPERSON	
		UPS-GROUND	6/17/2024	Net 30	CYNTHIA CRESPO	
ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
348R-13164-1	EACH	1.000	0.000	0.000	88.0000	88.00
PORTERVILLE 348-R C CAP PIECE			FINISH:	CARLTONE		
DEPUTY CHIEF			SHAPE:	DOME		
()-PORTERVILLE #4 CC BC			ENAMEL:	HARD BLUE		
(RED FIRE HAT)			ATTACHMENT:	POST-PEG		
FIRE DEPT.						
348R-13164-1	EACH	1.000	0.000	0.000	88.0000	88.00
PORTERVILLE 348-R C CAP PIECE			FINISH:	CARLTONE		
FIRE CHIEF			SHAPE:	DOME		
()-PORTERVILLE #4 CC BC			ENAMEL:	HARD BLUE		
(RED FIRE HAT)			ATTACHMENT:	POST-PEG		
FIRE DEPT.						
/PACK						10.00
PACKAGING & HANDLING FEES						
/INSURANCE	PK	1.000	0.000	0.000	35.0000	35.00
PACKAGE INSURANCE						

Net Order: 2,789.00
Less Discount: 0.00
Freight: 17.00
Sales Tax: 213.44
Order Total: 3,019.44

Invoice A-303835

Ship-by Date
None



Date Ordered 11/2/2021	Customer Mike Hildreth (64044) <i>Porterville Fire Department</i> 559-359-6357 mhildreth@ci.porterville.ca.us	Bill To Mike Hildreth 40 W Cleveland Ave , Porterville, CA 93257 United States	Ship To Mike Hildreth 40 W Cleveland Ave , Porterville, CA 93257 United States	Need-by Date None	Shipping Method Ground Freight
----------------------------------	--	---	---	-----------------------------	--

Quantity	Item	SKU	Price (ea)	Total
1	Class A Dress Uniform Package (SPECS) (LH4) - Firefighter [Joanna Lesslex] <i>with shoes</i>	4701	\$679.80	\$679.80
1	Class A Dress Uniform Package (SPECS) (LH4) - Firefighter [Rory Baker] <i>with shoes</i>	4701	\$679.80	\$679.80
1	Class A Dress Uniform Package (SPECS) (LH4) - Firefighter [Dustin Kozar] <i>with shoes</i>	4701	\$679.80	\$679.80
1	Class A Dress Uniform Package (SPECS) (LH4) - Firefighter [Rafael Sencion] <i>with shoes</i>	4701	\$679.80	\$679.80
1	Class A Dress Uniform Package (SPECS) (LH4) - Firefighter [Jacob Vasquez] <i>with shoes</i>	4701	\$679.80	\$679.80
1	Class A Dress Uniform Package (SPECS) (LH4) - Firefighter [Nick Saucedo] <i>with shoes</i>	4701	\$729.80	\$729.80
1	Class A Dress Uniform Package (SPECS) (LH4) - Firefighter [Manuel Herrera] <i>with shoes</i>	4701	\$679.80	\$679.80
1	Class A Dress Uniform Package (SPECS) (LH4) - Firefighter [Austin Gonzalez] <i>with shoes</i>	4701	\$679.80	\$679.80
1	Class A Dress Uniform Package (SPECS) (LH4) - Firefighter [John Gomez] <i>with shoes</i>	4701	\$679.80	\$679.80
1	Class A Dress Uniform Package (SPECS) (LH4) - Firefighter [Alexis Ayon] <i>with shoes</i>	4701	\$679.80	\$679.80
1	Class A Dress Uniform Package (SPECS) (LH4) - Firefighter [Wesley Miller] <i>with shoes</i>	4701	\$679.80	\$679.80
1	Class A Dress Uniform Package (SPECS) (LH4) - Firefighter [Reggie Calo] <i>with shoes</i>	4701	\$679.80	\$679.80
1	Class A Dress Uniform Package (SPECS) (LH4) - Engineer [Rene Zavala] <i>with shoes</i>	4701	\$679.80	\$679.80
1	Class A Dress Uniform Package (SPECS) (LH4) - Engineer [Cale Hosfielot] <i>with shoes</i>	4701	\$679.80	\$679.80
1	Class A Dress Uniform Package (SPECS) (LH4) - Engineer [Derek Matthews] <i>with shoes</i>	4701	\$729.80	\$729.80
1	Class A Dress Uniform Package (SPECS) (LH4) - Engineer [David Avina] <i>with shoes</i>	4701	\$679.80	\$679.80
1	Class A Dress Uniform Package (SPECS) (LH4) - Engineer [Tauen Speck] <i>with shoes</i>	4701	\$679.80	\$679.80
1	Class A Dress Uniform Package (SPECS) (LH4) - Captain [Alex Rodriguez] <i>with shoes</i>	4701	\$679.80	\$679.80
1	Class A Dress Uniform Package (SPECS) (LH4) - Captain [Mark Graves] <i>with shoes</i>	4701	\$679.80	\$679.80
1	Class A Dress Uniform Package (SPECS) (LH4) - Captain [Kirk Lowery] <i>with shoes</i>	4701	\$679.80	\$679.80
1	Class A Dress Uniform Package (SPECS) (LH4) - Captain [Jacques Rayburn] <i>with shoes</i>	4701	\$679.80	\$679.80
1	Class A Dress Uniform Package (SPECS) (LH4) - Captain [David Smith] <i>with shoes</i>	4701	\$679.80	\$679.80
1	Class A Dress Uniform Package (SPECS) (LH4) - Captain [Rudie Aguilar] <i>with shoes</i>	4701	\$679.80	\$679.80
1	Class A Dress Uniform Package (SPECS) (LH4) - Captain	4701	\$779.80	\$779.80

1	[Anthony Alejandre] <i>with shoes</i> Class A Dress Uniform Package (SPECS) (LH4) - <i>Battalion Chief</i>	4701	\$782.80	\$782.80
1	[Isaac Buler] <i>with shoes</i> Class A Dress Uniform Package (SPECS) (LH4) - <i>Battalion Chief</i>	4701	\$682.80	\$682.80
1	[Shannon Skiles] <i>with shoes</i> Class A Dress Uniform Package (SPECS) (LH4) - <i>Deputy Chief</i>	4701	\$782.80	\$782.80
1	[Bryan Cogburn] <i>with shoes</i> Class A Dress Uniform Package (SPECS) (LH4) - <i>Investigator</i>	4701	\$729.80	\$729.80
1	[Richard Garcia] <i>with shoes</i> Class A Dress Cap (SPECS) (LH4) - <i>Fire Chief</i> Name: Brian Cogburn Cap Color (LH4 Specs): White Custom Cap Bill Type: Scrambled Eggs (Standard CMDR) Cap Style: Bell Cap Cap Size: 7 5/8 (Large) Cap Side Buttons: Gold FD Chin Strap: Gold Metal Expandable	4703	\$129.99	\$129.99
1	Class A Cap Device (SPECS) (LH4) - <i>Fire Chief</i> Name: Bryan Cogburn New Cap Device: 5 Bugles Cap Device Color: Gold	4704	\$15.95	\$15.95
1	Class A Dress Uniform Package (SPECS) (LH4) - <i>Engineer</i> [Steven Jones] <i>with shoes</i>	4701	\$679.80	\$679.80
1	Class A Dress Uniform Package (SPECS) (LH4) - <i>Engineer</i> [Mikal Sanchez] <i>with shoes</i>	4701	\$679.80	\$679.80
1	Class A Dress Uniform Package (SPECS) (LH4) - <i>Engineer</i> [Coy Farnsworth] <i>with shoes</i>	4701	\$679.80	\$679.80
			Subtotal	\$21,678.74
			Shipping	\$764.95
			Handling	\$246.00
			Sales Tax	\$0.00
			Total	\$22,689.69
			Purchase Order [Net 30 - Hold for approval]	\$0.00
			Balance Due	\$22,689.69

Date	Comment
11/2/2021, 11:48:59 AM	Customer comments: - Dept patches not in stock -- Mike Hildreth will mail dept. patches



1532 15TH AVENUE WEST
SEATTLE, WA 98119
LOCAL - 206.282.5600
FAX - 206.282.5662

To: Porterville Fire Department
C/O Mike Hildreth
From: Lighthouse Uniform Company
Date 6/09/2021

Subject: Maintaining the consistency and continuity of Porterville FD' Class 'A' Dress Uniform Program

Dear Mike,

Greetings from the Lighthouse Uniform Company and thank you very much for your past Class 'A' Dress Uniform business and your desire to continue this relationship.

Regarding your request for sole source justification:

The Lighthouse Uniform Company understands the success of a long term dress uniform program is predicated on continuity of style and consistency of fabric. To that end, we purchase our Tropical Worsted wool blend fabric directly from the mills.

We've found this eliminates the possibility of manufacturers shopping around for fabric and without this level of involvement, it would be impossible for the Lighthouse (or anyone else) to provide the fabric continuity guarantee.

Purchasing directly from the Lighthouse (functioning as a sole source) guarantees consistency of color and fabrication and guarantees uniforms ordered in the future will remain exactly the same as the ones you currently have.

Again, thank you for the opportunity to 'dress up' the Porterville Fire Department. We look forward to continuing to do so.

Best regards,
Ben Meyerson
Lighthouse Uniform Company
Home of the Bereavement Uniform Program



Since 1888

The ABY Mfg. Group, Inc. DBA

Entenmann-Rovin Co.

2425 Garfield Ave.

Commerce, CA 90040-1811

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

October 27th, 2021

To whom it may concern,

This Sole Source letter is to serve as confirmation that Entenmann-Rovin co. is the sole source provider for the items listed below, ordered by the Porterville Fire Department.

Items regularly ordered by the Porterville Fire Department are as follows:

- **WH153R** Dome & Flat badges (available in Carltone, Platiloy, Two Tone & PC finishes)
- **348R** cap pieces (available in Carltone, Platiloy, Two Tone & PC finishes)

Because the Porterville Fire Department orders their badges in reverse format die mold tooling may be required in some cases where we do not have a readily available die mold depicting a desired rank, title, number or design (**reverse format is when a badge has the lettering, numbers, etc. made of metal and the information is **not** engraved*).

Die mold tooling fees are subject to change at any time and are appointed per the design requirements of the final product. For pricing on tooling fees, please ask your appointed sales representative.

All badges carry a limited lifetime warranty against detachment of safety catches, joints, posts, panels, and seals

Badges are highly polished and sealed in hard-baked clear lacquer guaranteed for 3 years under normal wear.

Warm Regards,
Entenmann-Rovin Co.
(323) 278-1999
sales@erbadge.com

RESOLUTION NO. 37-2021

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE AMENDING THE EMPLOYEE PAY AND BENEFIT PLAN
PERTAINING TO FIRE OFFICER SERIES EMPLOYEES**

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

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

WHEREAS, there has been concurrence on a Memorandum of Understanding with the Fire Officer Series ("FOS") for the period from July 1, 2021, through June 30, 2022, covering provisions to amend the Employee Pay and Benefit Plan, as they relate to employees holding positions represented by such recognized employee organization.

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

I. **TERM**

One (1) year, from July 1, 2021 through June 30, 2022.

II. **SALARY**

Effective the next full pay period upon both ratification and adoption by the City Council, FOS employees shall receive a two percent (2%) salary increase.

III. **EXPERIENCE PAY**

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

2.5%	5 or more years of sworn public safety experience
2.5%	10 or more years of sworn public safety experience
2.5%	15 or more years of sworn public safety experience
2.5%	20 or more years of sworn public safety experience

IV. **RESIDENCY REQUIREMENT**

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

V. VACATION REQUESTS

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

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

VI. YEARS OF SERVICE

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

VII. DEFERRED COMP

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

VIII. OVERTIME

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

IX. CLASS A UNIFORM

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

X. DUAL COMPLIANT PANTS

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

XI. PHYSICAL FITNESS UNIFORM

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

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

XII. UNIFORM ALLOWANCE

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

XIII. 2022/2023 NEGOTIATIONS

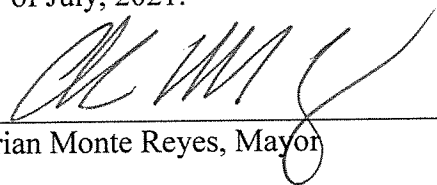
Labor Negotiations for the 2022/2023 fiscal year shall begin no later than March 1, 2022.

XIV. STATEMENT OF CONTINUING BENEFITS AND WORKING CONDITIONS

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

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

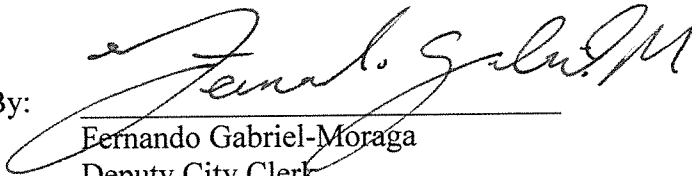
PASSED, APPROVED AND ADOPTED this 20th day of July, 2021.



Adrian Monte Reyes, Mayor

ATTEST:
John Lollis, City Clerk

By:



Fernando Gabriel Moraga
Deputy City Clerk

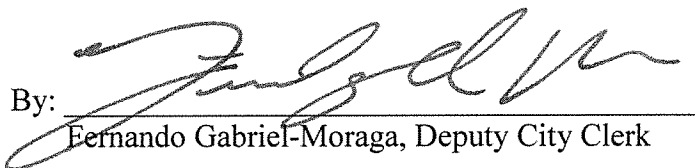
STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

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 20th day of July, 2021.

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

Council:	REYES	FLORES	STOWE	CARRILLO	TATE
AYES:	X	X		X	X
NOES:					
ABSTAIN:					
ABSENT:			X		

JOHN D. LOLLIS, City Clerk

By: 
Fernando Gabriel-Moraga, Deputy City Clerk

RESOLUTION NO. 46 -2021

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

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

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

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

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

I. TERM OF MEMORANDUM OF UNDERSTANDING
Two (2) years, from July 1, 2021 through June 30, 2023.

II. SALARY
Salary increases effective August 1, 2021:
Two percent (2%) salary increase for Firefighters
Three percent (3%) salary increase for Fire Engineers

III. OFF-SCHEDULE PAYMENT
Effective the next full pay period upon both ratification and adoption by the City Council,
*PCFA employees shall receive a one-time payment of **\$10,000 which is non-persable pay.

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

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

IV. EXPERIENCE PAY

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

2.5% 5 or more years of sworn public safety experience

2.5% 10 or more years of sworn public safety experience

V. RESIDENCY REQUIREMENT

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

VI. VACATION REQUESTS

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

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

VII. YEARS OF SERVICE

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

VIII. DEFERRED COMP

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

IX. OVERTIME

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

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

X. CLASS A UNIFORM

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

XI. DUAL COMPLIANT PANTS

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

XII. PHYSICAL FITNESS UNIFORM

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

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

XIII. UNIFORM ALLOWANCE

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

XIV. 2023/2024 NEGOTIATIONS

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

XV. STATEMENT OF CONTINUING BENEFITS AND WORKING CONDITIONS

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

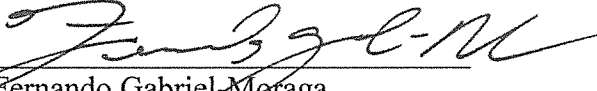
BE IT FURTHER RESOLVED that the Mayor of the City of Porterville is hereby authorized to execute those documents as are necessary to implement the provisions hereof.

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



Adrian Monte Reyes, Mayor

ATTEST:
John Lollis, City Clerk

By: 

Fernando Gabriel Moraga
Deputy City Clerk

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

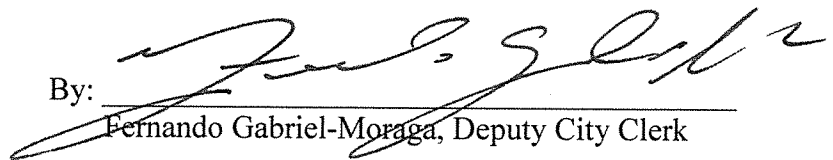
I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 3rd day of August, 2021.

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

Council:	REYES	FLORES	STOWE	CARRILLO	TATE
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk

By:


Fernando Gabriel-Moraga, Deputy City Clerk



CITY COUNCIL AGENDA – FEBRUARY 1, 2022

SUBJECT: Authorization to Resurface the Police Department Facility High Traffic Areas Flooring

SOURCE: Police

COMMENT: The Police Department facility experiences high foot traffic throughout the day. The carpet flooring in the hallways has been in place for many years and is in need of replacement. While considering replacing the carpet, it was determined that the concrete foundation beneath the carpet, if rehabilitated correctly, would be a more sanitary surface and would also be able to withstand the high level of foot traffic. A concrete flooring option would also allow building maintenance personnel to clean and sanitize the flooring more efficiently, which would be beneficial, especially with the emergence of COVID-19.

Department staff researched concrete flooring options and contacted Floors Reborn, Inc. Grinding, resurfacing, and polishing the concrete of the Department floor was discussed. Removing the carpet and polishing the concrete foundation would be an aesthetic improvement, be more sanitary and more durable. Staff obtained a quote of \$24,895.00 from Floors Reborn, Inc. to complete this work.

At its meeting on February 16, 2021, the City Council approved Floors Reborn, Inc. to resurface the Police Department lobby. During project planning, staff attempted to obtain three quotes for the work to be done. In contacting several local flooring companies, none of them could complete said project, nor could they refer the City to any companies that could complete the project. To expand the search scope for additional vendors, an internet search was also conducted through HomeAdvisor, which directed staff back to Floors Reborn, Inc.

Since there are no other flooring companies available to complete the project, and Floors Reborn, Inc. has already completed satisfactory work in the Police Department lobby, which would also ensure proper matching of flooring, staff is requesting Floors Reborn, Inc. be considered as the sole source for resurfacing the Department's high traffic areas (hallways). As previously noted in the staff report on February 16, 2021, the carpet in many of the higher traffic areas of the Department required replacement, as it has been in place for many years and needs repair/replacement. The lobby flooring project allowed staff to determine that this option is viable for the much larger areas of the Department.

Funds for this project are available in Police Department Asset Forfeiture accounts.

RECOMMENDATION:

That the City Council:

1. Authorize staff to enter into an agreement with Floors Reborn, Inc. for the removal of carpet and resurfacing/polishing of the concrete high traffic area flooring at the cost of \$24,895.00; and
2. Authorize payment to the vendor upon completion of the project.

ATTACHMENTS:

1. Floors Reborn, Inc. Quote
2. City Council Agenda Staff Report - February 16, 2021

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: John Lollis, City Manager



Floors Reborn, Inc. - Decorative Concrete Resurfacing Pros

Porterville Police Department
Porterville Police Department
350 N D St
Porterville, CA 93257

 (559) 631-6469
 dbarteau@ci.porterville.ca.us

ESTIMATE	#2691
TOTAL	\$24,895.00

CONTACT US

1218 S O St
Tulare, CA 93274

 (559) 785-9700
 customerservice@floorsreborn.com

ESTIMATE

Services	amount
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Concrete (Existing) - Concrete Polishing	\$22,005.00
Areas: Common Hallways leading up to rooms/offices, and bathrooms, Field Training Office, and Report Writing Room.	
Scope of Work: Polishing concrete floors includes surface preparation: Grinding, Cleaning, Degreasing, and Etching or any combination there of. Polishing process includes starting with metal prep diamonds, then transitioning to hybrid/cermac polishing pucks, staining with desired color, densifying concrete, polishing up to 800 grit, applying 2 coats of polish guard/sealer, and burnishing in between each coat with a highspeed polisher.	
Color Stain: Gray (matching lobby)	
Repairs: Minor repairs are included in this price, but major repairs such as but not limited to leveling, hole filling, crack filling, joint repair/filling, and moisture issues.	
Notes and Disclaimers:	
* Price does not include removal or installaiton of baseboards, moulding, trim, or other material other than what is specified in this estimate.	
* Demolition of existing floor coverings is not included in this price.	
Concrete (Existing) - Demolition/Preparation	\$4,890.00
Areas to be demolished/Prepared: Common Hallways leading up to rooms/offices, and bathrooms, Field Training Office, and Report Writing Room.	
All pricing includes labor, materials, dumping and other related fees, demolition including removal baseboards, carpet, and heavy glue.	
Cleaning/Degreasing/Stripping/Glue Removal Profile/Grinding w/ Dustless Vac System Vacuuming Residual	
Doorway Transition Installation	\$1,200.00
Installing 30 doorway transitions/reducers for hallway/entrances to other areas, offices, restrooms, etc...	
Subtotal	\$28,095.00
\$655 for previous lobby, and \$2545 for this estimate	- \$3,200.00
Total	\$24,895.00

APPROVED

Contractor's License: 1059720

All Prices Includes Material and Labor.

Thank you for choosing Floors Reborn, Inc. for all your decorative concrete, resurfacing and floor care needs! We appreciate the opportunity to service you.

Bakersfield Address & Phone:

4031 Alken St, STE B1

Bakersfield, CA 93308

661.490.9800

Floors Reborn, Inc. - Decorative Concrete
Resurfacing Pros | 1059720

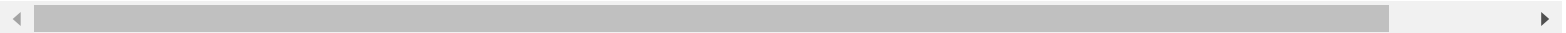
<http://www.floorsreborn.com>

Need an easier way to conduct estimates? Try Housecall Pro.

TRY (HTTPS://WWW.HOUSECALLPRO.COM/FEATURES/ESTIMATING-SOFTWARE/?
IT UTM_SOURCE=ESTIMATE&UTM_MEDIUM=IN-PRODUCT&UTM_CONTENT=TRY-OUR-EASY-ESTIMATI
NOWTOOL&UTM_CAMPAIGN=ESTIMATE&MC=PRODUCT&MSC=PRODUCT&EMAIL=DBARTEAU@CI.PORTERVIL

 Housecall Pro

(https://www.housecallpro.com/features/estimating-software/?utm_source=estimate&utm_medium=in-product&utm_content=logo-2&utm_campaign=estimate&mc=product&msc=estimate&email=dbartea@ci.porterville.ca.us)





CITY COUNCIL AGENDA – FEBRUARY 16, 2021

SUBJECT: Authorization to Resurface the Police Department Lobby Floor

SOURCE: Police

COMMENT: The Police Department lobby can see high foot traffic throughout the day. The carpet flooring in the lobby has been in place for many years and is in need of replacement. While considering replacing the carpet, it was determined that the concrete foundation beneath the carpet, if rehabilitated correctly, would be a more sanitary surface and would also be more withstanding to foot traffic. A concrete flooring option would also allow for building maintenance personnel to more efficiently clean and sanitize the flooring, which would be beneficial, especially with the emergence of COVID-19.

Department staff researched concrete flooring options and contacted Floors Reborn, Inc. Grinding, resurfacing, and polishing the concrete of the Department lobby was discussed. Removal of the carpet and polishing the concrete foundation would be an aesthetic improvement, be more sanitary, and would be more durable to high levels of foot traffic.

A quote of \$6,464.00 was obtained, which prompted the need to seek three quotes for the work to be performed. Staff contacted several local flooring companies; however, none of them were able to complete said project, nor could they refer any companies that could complete the project. An internet search was also completed through HomeAdvisor and it referred staff to Floors Reborn, Inc.

Since there are no other flooring companies available to complete the project, staff is requesting Floors Reborn, Inc. to be considered as the sole source for resurfacing the Department lobby floor.

Additionally, over the next few years, the carpet in many of the higher traffic areas of the Department will require replacement, as it also has been in place for many years and is in need of repair/replacement. The lobby flooring project will allow for staff to determine if this option will be viable for the much larger areas of the Department in the future.

Funding for this project is available in Department budgets.

RECOMMENDATION: That the City Council:

1. Authorize staff to enter into an agreement with Floors Reborn, Inc. for the removal of carpet and resurfacing/polishing of the concrete lobby floor at a cost of \$6,464.00; and
2. Authorize payment to the vendor upon completion of project.

ATTACHMENTS: 1. Floors Reborn, Inc

Appropriated/Funded:

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – FEBRUARY 1, 2022

SUBJECT: Authorization to Advertise for Bids - Fire Management Office Remodel

SOURCE: Engineering and Project Management

COMMENT: Fire Department management staff recently moved into the office spaces at the front of City Hall previously occupied by the City Manager. Upon occupancy, it was determined that a remodel was necessary to fully accommodate the staff needing to occupy the space and to create necessary separation during discussions that may be sensitive in nature. The remodel will include the extension and enclosure of the desk area currently open to the public to include a portion of the north lobby, creating a closed office space and meeting area. Work will also be done to the south wall of the Fire Chief's office to reduce the transfer of sound between offices.

The plans and project manual have been prepared for the Fire Management Office Remodel. The Engineer's Estimate of Probable Cost is \$25,000. An additional \$5,000 (20%) is necessary for construction contingency; this amount is higher than the standard ten percent (10%) generally recommended due to the concern about the potential of increased costs to complete the project as there is evidence of water permeating through the building from the exterior flower bed in the area of the proposed new wall. It is anticipated that an additional \$2,500 (10%) is necessary for construction management and quality control for a total of \$32,500.

Funding is available for this project in the Fire Equipment Replacement Fund.

RECOMMENDATION: That City Council:

1. Approve Staff's recommended Plans and Project Manual;
2. Authorize staff to advertise for bids on the project; and
3. Authorize the Finance Director to appropriate \$32,500 from the Fire Equipment Replacement Fund for this project.

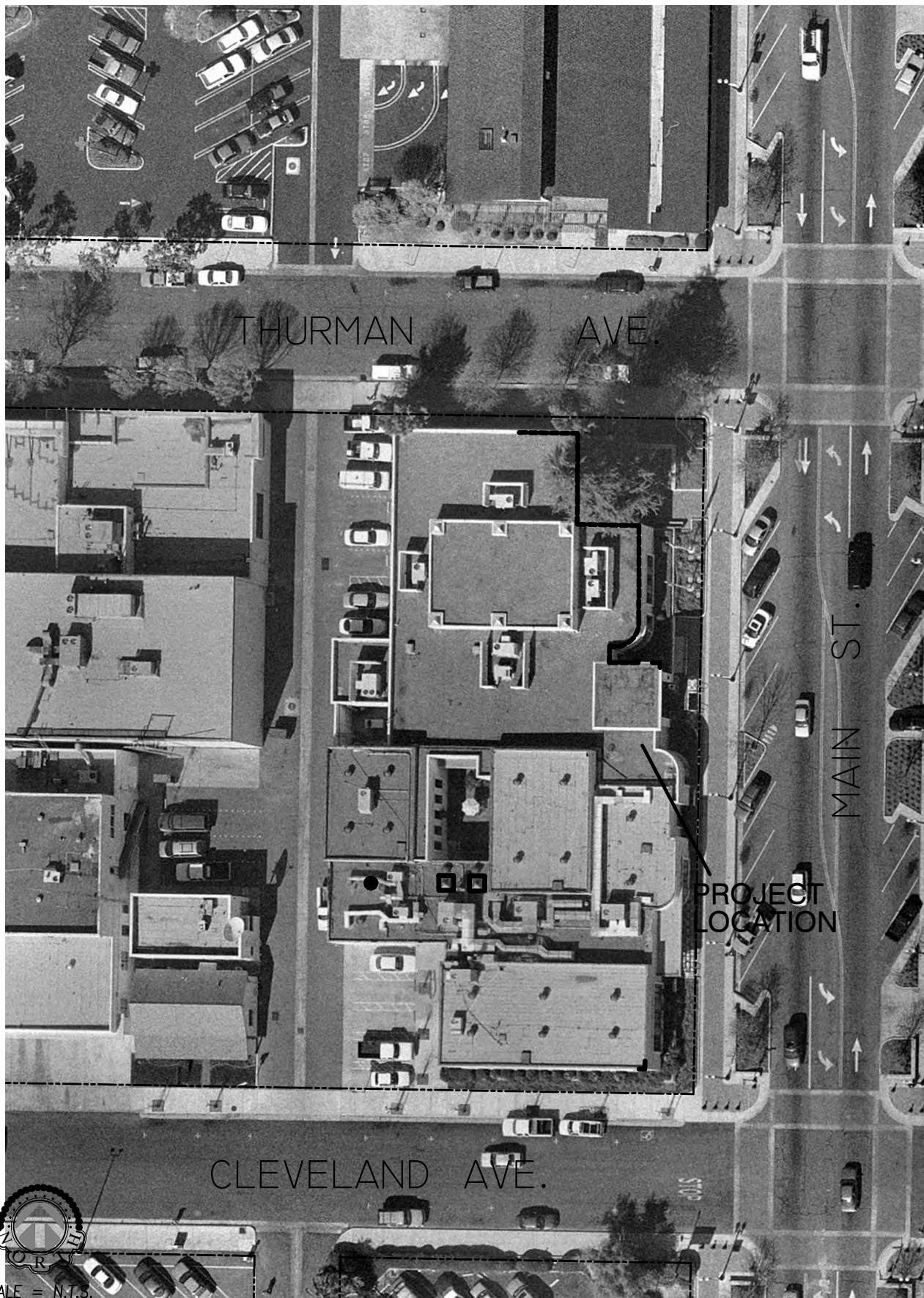
ATTACHMENTS: 1. Locator Map - Fire Management Office Remodel

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager



SCALE = N.T.S.

CITY OF PORTERVILLE

ENGINEERING DIVISION

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

Fire Management Office Remodel Project

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



CITY COUNCIL AGENDA – FEBRUARY 1, 2022

SUBJECT: Authorization to Distribute a Request for Qualifications for Design Services - Butterfield Stage Corridor

SOURCE: Engineering and Project Management

COMMENT: The City is proposing to develop a non-motorized transportation facility known as the Butterfield Stage Corridor to provide safe, improved access to education, retail opportunities, job centers, housing, and the transit center. The Butterfield Stage Corridor will utilize approximately nine miles of City-owned former Union Pacific Railroad right of way between Tea Port Dome to the south and Avenue 196 in Strathmore to the north. The project will consist of a Class 1, paved, non-motorized multi-use path that, within city limits, will include amenities such as solar lighting, drought-tolerant landscaping, drinking water stations, refuse receptacles, benches, wayfinding, and controlled-lighted crossings. Portions of the path that are outside of city limits would include solar lighting and drought-tolerant landscaping. The path will meander through the width of the right of way in a manner best suited to avoid irregularities of grade and to provide space for the amenities mentioned. The project will facilitate the achievement of General Plan Implementation Policy PSCF-I-14, to “develop a safe and efficient trail network throughout the City that links parks and other key City destinations.”

On March 24, 2021, the California Transportation Commission adopted the 2021 Active Transportation Program (ATP) for Statewide and Small Urban and Rural Components (Resolution G-21-30), which included \$7.1 million for the development of the first phase of the Butterfield Stage Corridor that encompasses the Class 1 non-motorized multi-use path with amenities between College Avenue to the south and West North Grand Avenue to the north. City staff have been working with Tulare County Association of Governments (TCAG) staff on funding options to develop the segment of the path between West North Grand Avenue and Avenue 196.

With the concepts in place as defined by the grant application, staff proceeded with the preparation of a Request for Qualifications for design services for this project. The 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 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 the Butterfield Stage Corridor.

RECOMMENDATION: That the City Council authorize staff to distribute a Design Services Request for Qualifications for the Butterfield Stage Corridor.

ATTACHMENTS: 1. Locator Map
 2. Draft Request for Qualifications

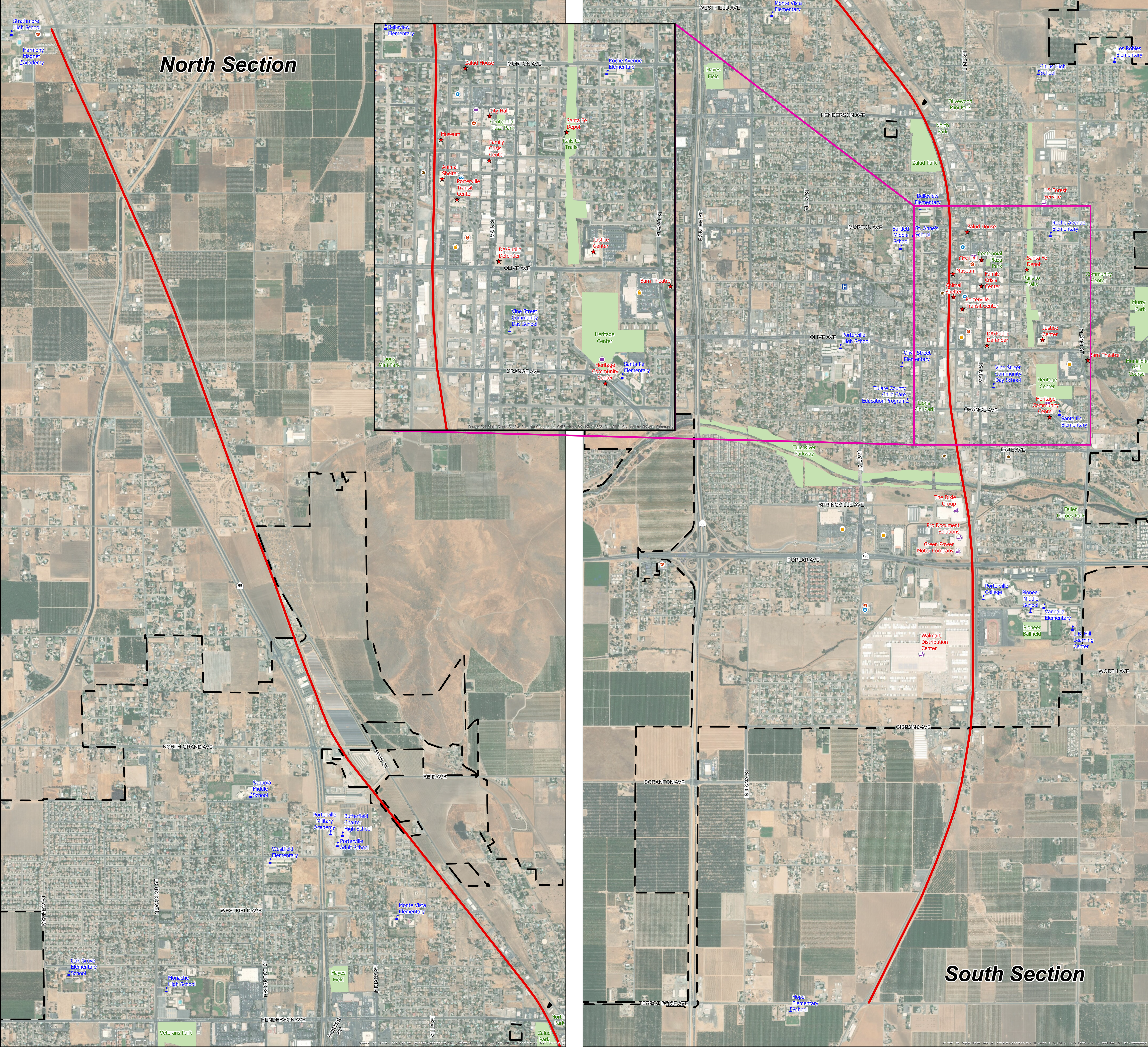
Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

Butterfield Stage Corridor





REQUEST FOR QUALIFICATIONS

Design Services – Butterfield State Corridor
February 2022

PREPARED BY:
ENGINEERING & PROJECT MANAGEMENT DEPARTMENT
February 2022

I INTRODUCTION AND OBJECTIVES:

The City of Porterville (hereinafter referred to as "CITY") is requesting statements of qualifications (SOQs) from qualified engineering firms for the purpose of developing plans and specifications for the Butterfield Stage Corridor; a grant funded active transportation corridor for bicycle and pedestrian traffic. The final design will need to comply with the deliverables of the grant application.

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, March 22, 2022. Three (3) copies of the proposal shall be submitted in a sealed envelope, plainly marked "Statement of Qualifications for Butterfield Corridor Design Services." Cost proposals shall not be submitted until requested by the CITY. Proposals shall be addressed to:

Daniel Cervantez, City Engineer
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.

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 the first week of April 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. This is a time sensitive grant funded project and, as such, consultants will be asked to describe how they intend to deliver 100% by the end of 2022. 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 BUTTERFIELD STAGE
CORRIDOR – AN ACTIVE TRANSPORTATION PROJECT

The City of Porterville seeks “Statement of Qualifications” (SOQ) from qualified engineering firms for the purpose of developing plans and specifications for the Butterfield State Corridor Project; a grant funded active transportation corridor for bicycle and pedestrian traffic. The final design will need to comply with the deliverables of the grant application.

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. Final design plans and specifications for the development of a grant funded active transportation corridor.
 - i. The plans and specifications must meet the deliverable requirements of the approved grant application and shall utilize the plan details from the grant application as a reference for final design. A copy of the grant application and CAD files shall be provided by the City as reference.
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. Review and update the Engineer’s Estimate of Probable Cost Report from the grant application as needed for the plan updates.
4. Provide clarifications and answer questions as needed during the construction bid process.

5. Coordinate early consultation and ongoing meetings with City staff and staff at other agencies.
6. 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 a grant funded active transportation corridor for bicycle and pedestrian traffic. 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, and construction assistance.
4. The "design team" should include the proper mix of professionals (engineering including SWPPP, landscape, cost estimation, etc).

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

Exhibit 10-R: A&E BOILERPLATE AGREEMENT LANGUAGE

(For Local Assistance Federal-aid Projects)

NOTE TO LOCAL AGENCY - BE SURE THAT YOUR LEGAL STAFF REVIEWS AND APPROVES ALL CONSULTANT CONTRACTS BEFORE EXECUTION. THIS AGREEMENT LANGUAGE IS RECOMMENDED LANGUAGE, **EXCEPT TITLE VI APPENDICES A-E MUST BE PHYSICALLY INCLUDED, UNMODIFIED, IN THE EXECUTED CONTRACT FOR ALL FEDERAL-AID PROJECTS, REFER TO ARTICLE XXXII.** MODIFY AS RECOMMENDED BY YOUR OWN LEGAL STAFF AND TO FIT YOUR PARTICULAR REQUIREMENTS AND PROJECT.

THE FISCAL AND FEDERAL PROVISIONS ARE REQUIRED IN ALL FEDERALLY FUNDED CONTRACTS. THE ORIGINAL INTENT OF THE ARTICLE SHALL REMAIN, IF MODIFIED BY YOUR LEGAL STAFF.

This exhibit contains fiscal requirements from 2 CFR 200 and **is to** be used for state-only funded contracts as well.

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ARTICLE I INTRODUCTION

This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

(NAME OF CONSULTANT)

Incorporated in the State of (NAME OF STATE)

The Project Manager for the "CONSULTANT" will be (NAME)

The name of the "LOCAL AGENCY" is as follows:

(NAME)

The Contract Administrator for LOCAL AGENCY will be (NAME)

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated (DATE). The approved CONSULTANT's Cost Proposal is attached hereto (Attachment #) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.
- E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from City under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.
- H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

(Choose either Option 1 or Option 2)

(Option 1 - Use paragraphs A & B below for standard AGREEMENTs)

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

(Option 2 - Use paragraphs A & B below for on-call AGREEMENTs)

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for LOCAL AGENCY's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

ARTICLE III STATEMENT OF WORK

(Insert Appropriate Statement of work including a Description of the Deliverables) *in the following sections. If a section does not apply to the AGREEMENT, state "Not Applicable to this AGREEMENT."*)

A. CONSULTANT Services

Detail based on the services to be furnished should be provided by CONSULTANT. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in CONSULTANT AGREEMENT should be included. Describe acceptance criteria, and if the responsible CONSULTANT/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the AGREEMENT including registration number.

Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision (see [LAPM Chapter 6: Environmental Procedures](#), and the Standard Environmental Reference).

B. Right of Way

State whether Right of Way requirements are to be determined and shown by CONSULTANT, whether land surveys and computations with metes and bounds descriptions are to be made, and whether Right of Way parcel maps are to be furnished.

C. Surveys

State whether or not the CONSULTANT has the responsibility for performing preliminary or construction surveys.

D. Subsurface Investigations

State specifically whether or not CONSULTANT has responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, appropriate provisions are to be incorporated. Archaeological testing and data recovery guidance can be found in the Standard Environmental Reference.

E. Local Agency Obligations

All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

F. Conferences, Site Visits, Inspection of Work

This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings

For AGREEMENTs requiring the preparation of construction drawings, make provision for checking shop drawings. Payment for checking shop drawings by CONSULTANT may be included in the AGREEMENT fee, or provision may be made for separate payment.

H. CONSULTANT Services During Construction

The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys. etc., are specified in the AGREEMENT together with the method of payment for such services.

I. Documentation and Schedules

AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

J. Deliverables and Number of Copies

The number of copies or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps shall be specified. Provision may be made for payment for additional copies.

ARTICLE IV PERFORMANCE PERIOD

A time must be set for beginning and ending the work under the AGREEMENT. The time allowed for performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the AGREEMENT. If it is desirable that Critical Path Method (CPM) networks, or other types of schedules be prepared by CONSULTANT, they should be identified and incorporated into the AGREEMENT.

A. This AGREEMENT shall go into effect on (DATE), contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on (DATE), unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

Use paragraph C below in addition to paragraphs A & B above for on-call AGREEMENTs. On-call AGREEMENTs shall be 5 years maximum.

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

(Choose either Option 1, 2, 3, or 4)

(Option 1 - Use paragraphs A through K below for Cost-Plus-Fixed Fee AGREEMENTs. Use [Exhibit 10-H1: Cost Proposal Format](#))

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the

Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

- B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.
- C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$(AMOUNT). The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

- I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$(Amount).
- J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

(Option 2 - For Cost per Unit of Work AGREEMENTs, replace paragraphs A & B of Option 1 with the following paragraphs A, B, and C and re-letter the remaining paragraphs. Adjust as necessary for work specific to your project. Use [Exhibit 10-H3: Cost Proposal Format](#)).

- A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.
- B. The specified rate to be paid for vehicle expense for CONSULTANT's field personnel shall be \$(Amount) per approved Cost Proposal. This rate shall be for fully equipped vehicle(s) specified in Article III Statement of Work, as applicable. The specified rate to be paid for equipment shall be, as listed in the approved Cost Proposal.
- C. The method of payment for this AGREEMENT, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY approved overhead rate set forth in the approved Cost Proposal. In the event, LOCAL AGENCY determines that changed work from that specified in the approved Cost Proposal and AGREEMENT is required; the actual costs reimbursable by LOCAL AGENCY may be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," of this article shall not be exceeded unless authorized by AGREEMENT amendment.

(Option 3 - Use paragraphs A through P for Specific Rates of Compensation Agreements [such as on-call Agreements]. This payment method shall only be used when it is not possible at the time of procurement to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy. The specific rates of compensation payment method should be limited to AGREEMENTs or components of AGREEMENTs for specialized or support type services where the CONSULTANT is not in direct control of the number of hours worked, such as construction engineering and inspection. Use [Exhibit 10-H2: Cost Proposal Format](#)).

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.

- D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal.

CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

- F. *(Local Agency to include either (a) or (b) below; delete the other one)*
(a) Reimbursement for transportation and subsistence costs shall not exceed State rates.
(b) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONSULTANT will be responsible for transportation and subsistence costs in excess of State rates.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination

of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(NAME OF LOCAL AGENCY/ NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.
- P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this AGREEMENT shall not exceed \$ (Amount). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

(Option 4 - Use paragraphs A through E below for lump sum agreements. Use [Exhibit 10-H1: Cost Proposal Format](#))

- A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by LOCAL AGENCY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.
- D. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT

number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice must be submitted within sixty (60) calendar days after completion of CONSULTANT's work unless a later date is approved by the LOCAL AGENCY. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

E. The total amount payable by LOCAL AGENCY shall not exceed \$(Amount).

ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit

recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
 4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.
- E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

- G. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant. (Choose either Method 1, Method 2, or Method 3 below and delete the other two.)

Method 1: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from

subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Method 2: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Method 3: The LOCAL AGENCY shall hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY of the contract work and pay retainage to CONSULTANT based on these acceptances. CONSULTANT or subconsultant shall return all monies withheld in retention from all subconsultants within 15 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the LOCAL AGENCY. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT; deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
 2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be

verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
- a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

(Include this article in all AGREEMENTs where federal funding will exceed \$150,000. If less than \$150,000 in federal funds will be expended on the AGREEMENT; delete this article and re-number the subsequent articles.)

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 2. 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 AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This project is funded with State funds only so DBE Participation is not required.

ARTICLE XIX INSURANCE

(Choose either Option 1 or Option 2)

(Option 1 - for AGREEMENT with a scope of services that may require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way; where there would be exposure to public traffic or construction operations).

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
 - 1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
 - 2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
 - 3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

(Option 2 - for AGREEMENTs with a scope of services that will not require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way where there would be exposure to public traffic or construction CONSULTANT operations).

CONSULTANT is not required to show evidence of general comprehensive liability insurance.

ARTICLE XX FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide

established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

(Choose either Option 1 or Option 2)

(Option 1 - Use paragraphs A through C below for all AGREEMENTs without PS&E submittal)

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

(Option 2 - Replace Paragraph B, above, with the following for AGREEMENTs requiring the submission of PS&E)

- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

(Add the following paragraph to all AGREEMENTs, which may require trenching of five feet or deeper)

- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

(For PS&E contracts add paragraph F, below, to paragraphs A through E, above)

- E. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT FROM THE LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the LOCAL AGENCY shall act in accordance with both of the following:

- (1) Each payment request shall be reviewed by the LOCAL AGENCY as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- (2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

The [U.S. Department of Transportation Order No.1050.2A](#) requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included 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 LOCAL AGENCY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, 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, project, or program.

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].* (*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does

hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- 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); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age;
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

(CONSULTANT)

(NAME) _____, Project Manager

(ADDRESS)

LOCAL AGENCY:

(LOCAL AGENCY)

(NAME) _____, Contract Administrator

(ADDRESS)

ARTICLE XXXIV CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXV SIGNATURES

(Name of LOCAL AGENCY)

(Name of CONSULTANT)

(Signature)

(Name of Signer)

(Signature)

(Name of Signer)

Date: _____

Date: _____

Reset Form

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
_____	_____	_____	_____	\$ 0.00
_____	_____	_____	_____	\$ 0.00
_____	_____	_____	_____	\$ 0.00
_____	_____	_____	_____	\$ 0.00

LABOR COSTS

a) Subtotal Direct Labor Costs _____ \$ 0.00

b) Anticipated Salary Increases (see page 2 for calculation) _____

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] _____ \$ 0.00**INDIRECT COSTS**d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] _____ \$ 0.00f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] _____ \$ 0.00h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] _____ \$ 0.00j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] _____ \$ 0.00**FIXED FEE**k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 0.00%] _____ \$ 0.00**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00

l) **TOTAL OTHER DIRECT COSTS** _____ \$ 0.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: _____

Subconsultant 2: _____

Subconsultant 3: _____

Subconsultant 4: _____

m) **TOTAL SUBCONSULTANTS' COSTS** _____ \$ 0.00n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] _____ \$ 0.00**TOTAL COST** [(c) + (j) + (k) + (n)] _____ \$ 0.00**NOTES:**

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	500	=	\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$257,871.10	
Direct Labor Subtotal before Escalation				=	\$250,000.00	
Estimated total of Direct Labor Salary Increase				=	\$7,871.10	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: _____ Title *: _____ \$ 0.00

Signature : _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant _____ ☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date _____

For Combined Rate	Fringe Benefit % + General & Administrative %	=	Combined ICR%
	OR		
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	Field Office ICR%
Fee = %			

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT (1.5x)	OT (2x)	From	To			
John Doe – Project Manager * Civil Engineer II	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Sue Jones – Construction Engineer/Inspector Engineer I	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Buddy Black – Claims Engineer Engineer III	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Land Surveyor **	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00
Technician	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00

(Add pages as necessary)

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant _____ ☐ Prime Consultant ☐ Subconsultant

Project No. _____ Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00
Vehicle				\$ 0.00
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. [Title 23 United States Code Section 112](#) - Letting of Contracts
10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____ Title*: _____ \$ 0.00

Signature: _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

--

EXHIBIT 10-H3 COST PROPOSAL Page 1 of 2COST PER UNIT OF WORK CONTRACTS
(GEOTECHNICAL AND MATERIAL TESTING)

Note: Mark-ups are Not Allowed

☐ Prime Consultant☐ Subconsultant☐ 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

Unit/Item of Work:

(Example: Log of Test Boring for Soils Report, or ADL Testing for Hazardous Waste Material Study) Include as many Items as necessary.

DIRECT LABOR	Hours	Billing Hourly Rate (\$)	Total (\$)
Professional (Classification)*	_____	_____	_____
Sub-professional/Technical**	_____	_____	_____
EQUIPMENT 1 (with Operator)	_____	_____	_____
EQUIPMENT 2 (with Operator)	_____	_____	_____

Consultant's Other Direct Costs (ODC) – Itemize:

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Attach additional pages if necessary.

TOTAL COST PER UNIT OF WORK _____**NOTES:**

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals. The cost proposal format shall not be amended.
2. Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
3. Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
4. ODC items shall be based on actual costs and supported by historical data and other documentation.
5. ODC items that would be considered "tools of the trade" are not reimbursable.
6. Billing Hourly Rates must be actual, allowable, and reasonable.

EXHIBIT 10-H3 COST PROPOSAL Page 2 of 2

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

13. Generally Accepted Accounting Principles (GAAP)
14. Terms and conditions of the contract
15. [Title 23 United States Code Section 112](#) - Letting of Contracts
16. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
17. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
18. [48 Code of Federal Regulation Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____ Title*: _____ \$ 0.00

Signature: _____ Date of Certification (mm/dd/yyyy) _____

Email: _____ Phone Number: _____

Address: _____

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

--



CITY COUNCIL AGENDA – FEBRUARY 1, 2022

SUBJECT: Authorization to Distribute Request for Qualifications - Materials Testing

SOURCE: Engineering and Project Management

COMMENT: Almost all capital improvement projects administered by the City require materials testing and/or field observation services by individuals and/or firms specifically certified to conduct said services. There are times when the full extent of the types or extent of these services needed on a project may change based on the conditions found once construction begins.

In an effort to expedite the process of procuring materials testing and field observation services for each project when needed and to provide flexibility in this process when unknown conditions are discovered, staff has prepared a Request for Qualifications (RFQ) for these services in order to develop an on-call list of qualified professionals and/firms that staff can readily utilize. Individuals and/or firms interested in providing materials testing field observation services shall submit a statement of qualifications that complies with the RFQ that will be rated by a selection panel. Qualified individuals/firms will be asked to submit a fee schedule for their services.

Staff will present the proposed list of individuals/firms for final Council approval once staff review is complete.

RECOMMENDATION: That City Council authorize staff to distribute a Request for Qualifications for On-Call Materials Testing.

ATTACHMENTS: 1. Draft Request for Qualifications

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE, CALIFORNIA



REQUEST FOR QUALIFICATIONS

Materials Testing Services

ON CALL SERVICES

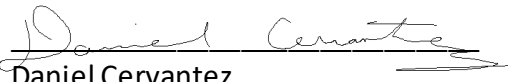
Valid for 5 Years from Date of Award

PREPARED BY:

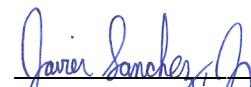
ENGINEERING & PROJECT MANAGEMENT DEPARTMENT

February 2022

REVIEWED BY:


Daniel Cervantez
City Engineer

APPROVED BY:


Javier Sanchez, Jr.
Eng. & Project Management Dir.

I Introduction and Objectives:

The City of Porterville (hereinafter referred to as "CITY") is requesting proposals to establish a list of competent consultants to provide on-call materials testing and field observation services for multiple Capital Improvement Projects through task orders on an as-needed basis.

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 RFP and that it is capable of performing quality work to achieve the objectives of CITY.

III Addenda/Clarifications:

Any CITY changes to this RFP will be made by written addendum. No verbal modification/s shall be binding.

IV Proposal Requirements:

Proposals for this project will be accepted at this office until 4:00 p.m., on Tuesday, March 8, 2022. Three (3) copies of the proposal shall be submitted in a sealed envelope, plainly marked "On-Call Materials Testing Services Proposal for the City of Porterville." Cost proposals shall not be submitted until requested by the CITY. Proposals shall be addressed to:

Daniel Cervantez, City Engineer
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 RFP 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 RFP; 2) Submitting its proposal to CITY; 3) Negotiating with CITY any matter related to this RFP 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 consultants in the preparation of proposals. Pre-contractual expenses shall not be included in the fee proposal.

VI Exceptions/Deviations:

Any exceptions to the requirements of this RFP 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's 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 on-call services. Should the consultant's primary representative be unable to continue with the services, 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 the on-call services. 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 the on-call services to the satisfaction of CITY.

VIII Local Agency Representation:

Daniel Cervantez, City Engineer, shall be project manager and contact person for all communications with CITY.

Fabian Mendoza, Construction Project Manager, shall be the City's alternate representative in this matter.

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 sub-consultants arising out of performance of the requirements of the Contract.

XI Subcontracting:

Only those firms identified in the Contract as subcontractors or sub-consultants shall be allowed to perform work for the on-call services. 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 the on-call services contract.

XII Federal, State, and Local Laws:

The consultant shall comply with all federal, state, and local laws, rules, regulations, ordinances, and statutes. Adherence to all Federal and State processes regarding preparation of geotechnical pavement investigation reports and accompanying documents shall be maintained.

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 on-call services;
- B. Firm(s) key personnel qualifications/certifications and experience, especially the project manager and individuals performing services;
- C. Firm(s) understanding of the on-call services 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 the third week of 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 sub-consultants. The list of chosen on-call CONSULTANTS is expected to be presented at the City Council meeting scheduled for Tuesday, March 15, 2022, or the City Council meeting scheduled for Tuesday, April 5, 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, negotiate with any CONSULTANT on the chosen on-call list, and cancel any or all portions of this RFQ and resulting Contract. CITY also reserves the right to award individual or groups of projects to different firms at the sole discretion of CITY.

XVII COMPENSATION:

- A. All items of work required for completion of the projects to result from this RFQ shall be paid for following the cost proposal formats of Caltrans' LAPM Chapter 10. 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 contract. 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, sub-consultant(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 sub-consultants are used, names of sub-consultant 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 sub-consultant.
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 sub-consultant(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 to the technical aspects requested in the "On-Call Material Testing Services Consultant Qualifications and Selection Criteria"; 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 FOR MATERIALS TESTING SERVICES – ON CALL SERVICES

The City of Porterville (hereinafter referred to as “CITY”) is requesting proposals for On-Call Materials Testing Services and Field Observation Services for Capital Improvement projects located within Porterville, CA.

This document identifies the general project scope and procedures for Consultant

SCOPE OF SERVICES:

The City of Porterville is seeking the services of a qualified material testing representative and laboratory to assist in verification that appropriate materials are being utilized for Capital Improvement projects. Testing and inspection is to be completed in accordance with applicable City Standard Plans, Greenbook Specifications, Caltrans Standards, City of Porterville’s Quality Assurance Program, and project Plans and Specifications. Duties include, but are not limited to, the following:

- Reviewing Plans and Specifications for a project to become thoroughly familiar with them as they apply to the material to be inspected and field observations to be completed.
- Provide all necessary field documentation associated with the preparation of federal paperwork for compliance with the requirements of the Caltrans Local Assistance Procedures Manual.
- Field observation and compaction testing during subgrade preparation for pavement and/or concrete. Including roadway subgrade and utility trench backfill.
- Field observations and reporting of concrete placement. Concrete slump test, air-entrainment test and concrete cylinder test for curb, gutter, sidewalk, and median concrete construction. One test shall be taken by the greater of every day or every 50 cy or for every structure of concrete placed. See project manual for details and testing specifications.
- Field observation and compaction testing during all asphalt concrete paving operations.
- Batch plant inspection and sampling during the asphalt concrete production phase.
- Laboratory testing of applicable and appropriate materials used during all stages of construction including, but not limited to, extraction, stability, unit weight, gradation, maximum density test, and sand equivalent/gradation.
- Laboratory testing of concrete materials used, including but not limited to concrete compressive strength test at 7, 14 and 28 day strength.
- Material testing agents shall prepare and submit daily written reports

with copies for City staff and the job superintendent. Reports shall be emailed as a PDF to the city representative/s at dcervantez@ci.porterville.ca.us and fmendoza@ci.porterville.c.us

- At the conclusion of construction, preparation of a Final Inspection Report that details a professional opinion of the inspection and testing performed shall be submitted. This report shall detail and summarize the construction activities, conditions, and results of all tests and inspections. Final inspections and testing report shall be printed and submitted to the CITY representative. Final report shall also be emailed as a PDF to the CITY representative at dcervantez@ci.porterville.ca.us and fmendoza@ci.porterville.c.us

INFORMATION PROVIDED BY CITY:

1. Task Order/Contract for Specific Projects
2. Project plans and specifications
3. CITY Quality Assurance Program

MEETINGS:

The consultant shall be available to meet with the CITY team to present and discuss material testing issues, obtain feedback and coordinate any other project related issues.

QUALITY CONTROL/QUALITY ASSURANCE:

All submittals (calculations, reports and associated documents) shall include evidence of quality control and quality assurance (QC/QA) reviews. The Consultant will be required to submit a QC/QA program to the CITY team for review and approval. Major reviews and procedures shall be identified which are specific for this project,

DELIVERABLES:

At the close of the project, the consultant shall provide the City with all project related documentation including but not limited to the items listed in the scope of work (bullet items). Documents may be emailed to the CITY representative.

SCHEDULE:

The proposal phase schedule is as follows:

City releases RFP for On-Call Material Testing Services.....	February 5, 2022
Consultant Proposal Due.....	March 8, 2022
Consultant interviews (if deemed necessary).....	3 rd week of March 2022
City Council awards contract.....(tentative)	March 15, 2022 or April 5, 2022
Estimated start of On Call Services Contract.....	Upon Council Award

PROPOSAL EVALUATION CONSIDERATIONS

The written proposals for services shall be evaluated on the following six categories of consideration:

A. Project Approach and Schedule:

Proposals will be evaluated taking the following into consideration: As presented in the proposal, does the firm seem to understand the requirements of the on-call services? Has the firm clearly presented how it would complete the on-call services? Has the firm suggested innovative ideas? Has the firm pointed out areas of concern and potential solutions based on its experience? Has the firm proposed an on-call services response schedule that meets the CITY'S needs and is achievable?

B. Experience and-Qualifications of the Project Manager:

Proposals will be evaluated taking the following into consideration in regards to experience and qualifications of the Project Manager: Does the proposal indicate that the Project Manager has the necessary experience? Does the Project Manager possess other qualifications valuable for this project?

C. Experience of the Firm and other project Team Members:

Proposals will be evaluated taking the following into consideration in regards to experience and qualifications of the Firm and Team Members: Does the proposal indicate that the firm and, more particularly, the other team members have the necessary experience and certifications for their designated project task?

D. Time Commitment of Key Staff:

The time commitment of key staff will be evaluated taking the following into consideration: How many man-hours are key staff committing to the project/s? Are they or junior staff doing a significant amount of the work? Do the proposal properly assign staff based on the complexity of the tasks that may be warranted on different project types? I.e., a complex study will require a greater percentage of key or senior staff time than a less complex project.

E. Record of Success on Recent Similar Projects:

The record of success of a firm will be evaluated based on the references provided in the proposal and the following details garnered from those contacts: In communicating with other agencies for whom the proposing firm and project team have worked, have they completed similar on-call services on time and on budget? Has the project manager been able to work successfully with other clients? Would the references use the firm or project manager again?

PROPOSED EVALUATION PROCESS:

The City of Porterville Consultant Selection Rating Form shall be used to evaluate the proposals in addition to the items stated above. Additional consideration shall be given to the firms based upon experience in years and certifications of individuals performing tests.

The proposals will be reviewed by a committee of City staff. The committee will consist of the Project Manager under whom the work will be funded, and other City staff as directed by the Engineering and Project Management Director.

An example Consultant Selection Rating Form follows. Each reviewer will independently evaluate each proposal. The reviewers will compare and discuss their evaluations. The evaluation score of each firm will be the combined score of the reviewers.

The proposing firms will be ranked using the above process, without consideration of the on-call services fee. This is accomplished by fees only being submitted for negotiation once an individual/firm has been identified as qualified for the on-call list. Staff will review the evaluation score and the proposed fee for each of the identified firms and present these with a recommendation to the City Council.

CONSULTANT SELECTION RATING FORM							
Project Name: Project Number:	Date: 	Evaluation Factor	Rating Factor Numerical Range & Weighting Based on Importance of Factor	FIRM	FIRM	FIRM	FIRM
			Score	Score	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 _____

Exhibit 10-R: A&E BOILERPLATE AGREEMENT LANGUAGE

(For Local Assistance Federal-aid Projects)

NOTE TO LOCAL AGENCY - BE SURE THAT YOUR LEGAL STAFF REVIEWS AND APPROVES ALL CONSULTANT CONTRACTS BEFORE EXECUTION. THIS AGREEMENT LANGUAGE IS RECOMMENDED LANGUAGE, **EXCEPT TITLE VI APPENDICES A-E MUST BE PHYSICALLY INCLUDED, UNMODIFIED, IN THE EXECUTED CONTRACT FOR ALL FEDERAL-AID PROJECTS, REFER TO ARTICLE XXXII.** MODIFY AS RECOMMENDED BY YOUR OWN LEGAL STAFF AND TO FIT YOUR PARTICULAR REQUIREMENTS AND PROJECT.

THE FISCAL AND FEDERAL PROVISIONS ARE REQUIRED IN ALL FEDERALLY FUNDED CONTRACTS. THE ORIGINAL INTENT OF THE ARTICLE SHALL REMAIN, IF MODIFIED BY YOUR LEGAL STAFF.

This exhibit contains fiscal requirements from 2 CFR 200 and **is to** be used for state-only funded contracts as well.

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ARTICLE I INTRODUCTION

This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

(NAME OF CONSULTANT)

Incorporated in the State of (NAME OF STATE)

The Project Manager for the "CONSULTANT" will be (NAME)

The name of the "LOCAL AGENCY" is as follows:

(NAME)

The Contract Administrator for LOCAL AGENCY will be (NAME)

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated (DATE). The approved CONSULTANT's Cost Proposal is attached hereto (Attachment #) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.
- E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from City under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.
- H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

(Choose either Option 1 or Option 2)

(Option 1 - Use paragraphs A & B below for standard AGREEMENTs)

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

(Option 2 - Use paragraphs A & B below for on-call AGREEMENTs)

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for LOCAL AGENCY's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

ARTICLE III STATEMENT OF WORK

(Insert Appropriate Statement of work including a Description of the Deliverables) *in the following sections. If a section does not apply to the AGREEMENT, state "Not Applicable to this AGREEMENT."*)

A. CONSULTANT Services

Detail based on the services to be furnished should be provided by CONSULTANT. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in CONSULTANT AGREEMENT should be included. Describe acceptance criteria, and if the responsible CONSULTANT/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the AGREEMENT including registration number.

Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision (see [LAPM Chapter 6: Environmental Procedures](#), and the Standard Environmental Reference).

B. Right of Way

State whether Right of Way requirements are to be determined and shown by CONSULTANT, whether land surveys and computations with metes and bounds descriptions are to be made, and whether Right of Way parcel maps are to be furnished.

C. Surveys

State whether or not the CONSULTANT has the responsibility for performing preliminary or construction surveys.

D. Subsurface Investigations

State specifically whether or not CONSULTANT has responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, appropriate provisions are to be incorporated. Archaeological testing and data recovery guidance can be found in the Standard Environmental Reference.

E. Local Agency Obligations

All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

F. Conferences, Site Visits, Inspection of Work

This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings

For AGREEMENTs requiring the preparation of construction drawings, make provision for checking shop drawings. Payment for checking shop drawings by CONSULTANT may be included in the AGREEMENT fee, or provision may be made for separate payment.

H. CONSULTANT Services During Construction

The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys. etc., are specified in the AGREEMENT together with the method of payment for such services.

I. Documentation and Schedules

AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

J. Deliverables and Number of Copies

The number of copies or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps shall be specified. Provision may be made for payment for additional copies.

ARTICLE IV PERFORMANCE PERIOD

A time must be set for beginning and ending the work under the AGREEMENT. The time allowed for performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the AGREEMENT. If it is desirable that Critical Path Method (CPM) networks, or other types of schedules be prepared by CONSULTANT, they should be identified and incorporated into the AGREEMENT.

A. This AGREEMENT shall go into effect on (DATE), contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on (DATE), unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

Use paragraph C below in addition to paragraphs A & B above for on-call AGREEMENTs. On-call AGREEMENTs shall be 5 years maximum.

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

(Choose either Option 1, 2, 3, or 4)

(Option 1 - Use paragraphs A through K below for Cost-Plus-Fixed Fee AGREEMENTs. Use [Exhibit 10-H1: Cost Proposal Format](#))

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the

Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

- B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.
- C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$(AMOUNT). The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

- I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$(Amount).
- J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

(Option 2 - For Cost per Unit of Work AGREEMENTs, replace paragraphs A & B of Option 1 with the following paragraphs A, B, and C and re-letter the remaining paragraphs. Adjust as necessary for work specific to your project. Use [Exhibit 10-H3: Cost Proposal Format](#)).

- A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.
- B. The specified rate to be paid for vehicle expense for CONSULTANT's field personnel shall be \$(Amount) per approved Cost Proposal. This rate shall be for fully equipped vehicle(s) specified in Article III Statement of Work, as applicable. The specified rate to be paid for equipment shall be, as listed in the approved Cost Proposal.
- C. The method of payment for this AGREEMENT, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY approved overhead rate set forth in the approved Cost Proposal. In the event, LOCAL AGENCY determines that changed work from that specified in the approved Cost Proposal and AGREEMENT is required; the actual costs reimbursable by LOCAL AGENCY may be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," of this article shall not be exceeded unless authorized by AGREEMENT amendment.

(Option 3 - Use paragraphs A through P for Specific Rates of Compensation Agreements [such as on-call Agreements]. This payment method shall only be used when it is not possible at the time of procurement to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy. The specific rates of compensation payment method should be limited to AGREEMENTs or components of AGREEMENTs for specialized or support type services where the CONSULTANT is not in direct control of the number of hours worked, such as construction engineering and inspection. Use [Exhibit 10-H2: Cost Proposal Format](#)).

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.

- D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal.

CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

- F. *(Local Agency to include either (a) or (b) below; delete the other one)*
(a) Reimbursement for transportation and subsistence costs shall not exceed State rates.
(b) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONSULTANT will be responsible for transportation and subsistence costs in excess of State rates.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination

of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(NAME OF LOCAL AGENCY/ NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.
- P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this AGREEMENT shall not exceed \$ (Amount). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

(Option 4 - Use paragraphs A through E below for lump sum agreements. Use [Exhibit 10-H1: Cost Proposal Format](#))

- A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by LOCAL AGENCY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.
- D. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT

number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice must be submitted within sixty (60) calendar days after completion of CONSULTANT's work unless a later date is approved by the LOCAL AGENCY. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

E. The total amount payable by LOCAL AGENCY shall not exceed \$(Amount).

ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit

recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
 4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.
- E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

- G. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant. (Choose either Method 1, Method 2, or Method 3 below and delete the other two.)

Method 1: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from

subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Method 2: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Method 3: The LOCAL AGENCY shall hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY of the contract work and pay retainage to CONSULTANT based on these acceptances. CONSULTANT or subconsultant shall return all monies withheld in retention from all subconsultants within 15 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the LOCAL AGENCY. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT; deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
 2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be

verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
- a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

(Include this article in all AGREEMENTs where federal funding will exceed \$150,000. If less than \$150,000 in federal funds will be expended on the AGREEMENT; delete this article and re-number the subsequent articles.)

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 2. 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 AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify [at date of proposal opening](#) that the DBE firm is certified as [a DBE by using the California Unified Certification Program \(CUCP\) database and possesses the most specific available North American Industry Classification System \(NAICS\) codes or work code applicable to the type of work the firm will perform on the contract](#). Additionally, the CONSULTANT is [responsible to](#) document the [verification](#) record by printing out the CUCP data for each DBE firm. A

list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTs who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is _____%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10-O2: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Substitution of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.

The LOCAL AGENCY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and the LOCAL AGENCY of the reasons why the use of other forces or sources of materials should not occur.

CONSULTANT's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from CONSULTANT to the DBE regarding the request.
3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of

DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

(Choose either Option 1 or Option 2)

(Option 1 - for AGREEMENT with a scope of services that may require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way; where there would be exposure to public traffic or construction operations).

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
 - 1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
 - 2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
 - 3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

(Option 2 - for AGREEMENTs with a scope of services that will not require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way where there would be exposure to public traffic or construction CONSULTANT operations).

CONSULTANT is not required to show evidence of general comprehensive liability insurance.

ARTICLE XX FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide

established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

(Choose either Option 1 or Option 2)

(Option 1 - Use paragraphs A through C below for all AGREEMENTs without PS&E submittal)

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

(Option 2 - Replace Paragraph B, above, with the following for AGREEMENTs requiring the submission of PS&E)

- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

(Add the following paragraph to all AGREEMENTs, which may require trenching of five feet or deeper)

- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

(For PS&E contracts add paragraph F, below, to paragraphs A through E, above)

- E. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT FROM THE LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the LOCAL AGENCY shall act in accordance with both of the following:

- (1) Each payment request shall be reviewed by the LOCAL AGENCY as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- (2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

The [U.S. Department of Transportation Order No.1050.2A](#) requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included 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 LOCAL AGENCY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, 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, project, or program.

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].* (*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does

hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- 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); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age;
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

(CONSULTANT)

(NAME) _____, Project Manager

(ADDRESS)

LOCAL AGENCY:

(LOCAL AGENCY)

(NAME) _____, Contract Administrator

(ADDRESS)

ARTICLE XXXIV CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXV SIGNATURES

(Name of LOCAL AGENCY)

(Name of CONSULTANT)

(Signature)

(Name of Signer)

(Signature)

(Name of Signer)

Date: _____

Date: _____

Reset Form

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
_____	_____	_____	_____	\$ 0.00
_____	_____	_____	_____	\$ 0.00
_____	_____	_____	_____	\$ 0.00
_____	_____	_____	_____	\$ 0.00

LABOR COSTS

a) Subtotal Direct Labor Costs _____ \$ 0.00

b) Anticipated Salary Increases (see page 2 for calculation) _____

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** _____ \$ 0.00**INDIRECT COSTS**d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] _____ \$ 0.00f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] _____ \$ 0.00h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] _____ \$ 0.00j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** _____ \$ 0.00**FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 0.00%]** _____ \$ 0.00**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00

l) **TOTAL OTHER DIRECT COSTS** _____ \$ 0.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: _____

Subconsultant 2: _____

Subconsultant 3: _____

Subconsultant 4: _____

m) **TOTAL SUBCONSULTANTS' COSTS** _____ \$ 0.00n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** _____ \$ 0.00**TOTAL COST [(c) + (j) + (k) + (n)]** _____ \$ 0.00**NOTES:**

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	500	=	\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$257,871.10	
Direct Labor Subtotal before Escalation				=	\$250,000.00	
Estimated total of Direct Labor Salary Increase				=	\$7,871.10	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: _____ Title *: _____ \$ 0.00

Signature : _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant _____ ☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date _____

For Combined Rate	Fringe Benefit % + General & Administrative %	=	Combined ICR%
	OR		
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	Field Office ICR%
Fee = %			

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT (1.5x)	OT (2x)	From	To			
John Doe – Project Manager * Civil Engineer II	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Sue Jones – Construction Engineer/Inspector Engineer I	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Buddy Black – Claims Engineer Engineer III	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Land Surveyor **	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00
Technician	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00

(Add pages as necessary)

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant _____ ☐ Prime Consultant ☐ Subconsultant

Project No. _____ Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00
Vehicle				\$ 0.00
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. [Title 23 United States Code Section 112](#) - Letting of Contracts
10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____ Title*: _____ \$ 0.00

Signature: _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

[illegible]

EXHIBIT 10-H3 COST PROPOSAL Page 1 of 2COST PER UNIT OF WORK CONTRACTS
(GEOTECHNICAL AND MATERIAL TESTING)

Note: Mark-ups are Not Allowed

☐ Prime Consultant☐ Subconsultant☐ 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

Unit/Item of Work:

(Example: Log of Test Boring for Soils Report, or ADL Testing for Hazardous Waste Material Study) Include as many Items as necessary.

DIRECT LABOR	Hours	Billing Hourly Rate (\$)	Total (\$)
Professional (Classification)*	_____	_____	_____
Sub-professional/Technical**	_____	_____	_____
EQUIPMENT 1 (with Operator)	_____	_____	_____
EQUIPMENT 2 (with Operator)	_____	_____	_____

Consultant's Other Direct Costs (ODC) – Itemize:

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Attach additional pages if necessary.

TOTAL COST PER UNIT OF WORK _____**NOTES:**

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals. The cost proposal format shall not be amended.
2. Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
3. Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
4. ODC items shall be based on actual costs and supported by historical data and other documentation.
5. ODC items that would be considered "tools of the trade" are not reimbursable.
6. Billing Hourly Rates must be actual, allowable, and reasonable.

EXHIBIT 10-H3 COST PROPOSAL Page 2 of 2

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

13. Generally Accepted Accounting Principles (GAAP)
14. Terms and conditions of the contract
15. [Title 23 United States Code Section 112](#) - Letting of Contracts
16. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
17. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
18. [48 Code of Federal Regulation Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____ Title*: _____ \$ 0.00

Signature: _____ Date of Certification (mm/dd/yyyy) _____

Email: _____ Phone Number: _____

Address: _____

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

--



CITY COUNCIL AGENDA – FEBRUARY 1, 2022

SUBJECT: Acceptance of Villa Street Improvements - Nupchi Xo'Oy Development

SOURCE: Engineering and Project Management

COMMENT: Self-Help Enterprises, the developer of the Nupchi Xo'Oy development located at Mulberry Avenue/Villa Street has completed the remaining transportation and utility improvements along Villa Street per the conditions of approval of the project.

The costs associated with the transportation and utility improvements for the Nupchi Xo'Oy development, inclusive of other incidental improvements and related administrative costs, were verified and found acceptable by City staff and approved by City Council at its meeting on May 4, 2021, in an amount not to exceed \$518,402.81. The final total reimbursement amount is \$475,078.31; of which \$408,294.69 has already been reimbursed.

City staff has inspected the improvements and have found them to meet City Standards.

RECOMMENDATION: That City Council:

1. Accept the public improvements related to the Nupchi Xo'Oy development; and
2. Authorize the Finance Director to disburse the final payment in the amount of \$66,783.62 to Self-Help Enterprises.

ATTACHMENTS:

1. Locator Map
2. Nupchi Xo'Oy, Final Villa Street Reimbursement

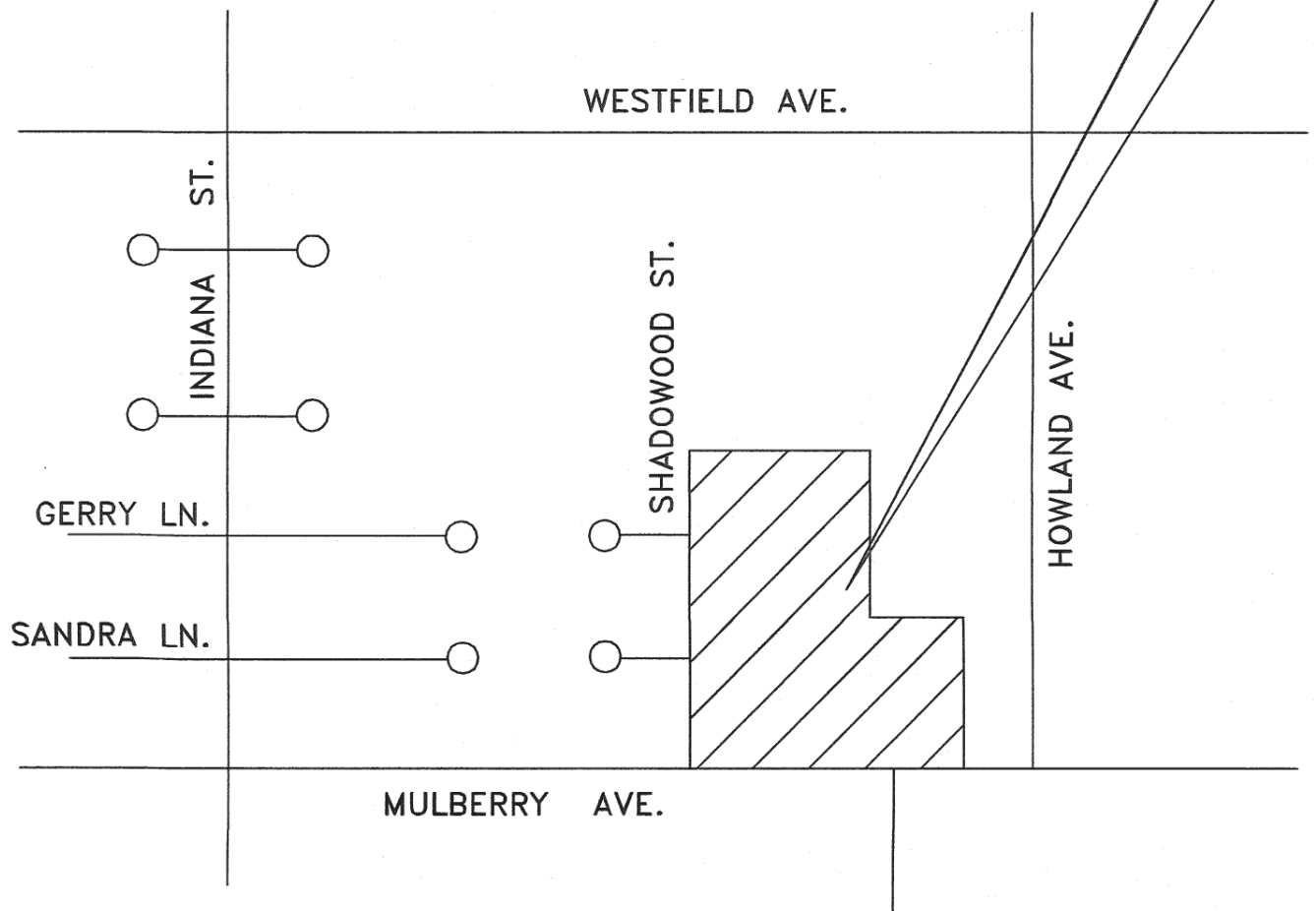
Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

SUBJECT
PROPERTY



Vicinity Map

NO SCALE



Nupchi Xo'oy

PROJECT ACCOUNTING SUMMARY

PROJECT NAME: Villa Street Reimbursement

Nupchi/Villa St Reimbursement Invoice #1

Self Help Enterprises

12/22/2021

Line Items in Ccontract	Total Contract	Previously Paid	Amount due	total paid to date
Off Site, grading, base and pave paving	\$ 150,015.00	\$ 150,015.00	\$ -	\$ 150,015.00

\$4,323.75 of \$7,500 previously paid funds for "SWPP's" was reallocated to Off Site Grading, Base and Paving.

This amount was accounted for and added to "Previously Paid" line item.

\$3,177 of \$13,620 previously paid funds for "Survey markers as needed" was reallocated to Off Site Grading, Base and Paving.

This amount was accounted for and added to "Previously Paid" line item.

Storm Drain	\$ 110,215.20	\$ 110,215.20	\$ -	\$ 110,215.20
-------------	---------------	---------------	------	---------------

\$3,176.25 of \$7,500 previously paid funds for "SWPP's" was reallocated to Storm Drain.

This amount was accounted for and added to "Previously Paid" line item.

\$2,334.51 of \$13,620 previously paid funds for "Survey markers as needed" was reallocated to Storm Drain.

This amount was accounted for and added to "Previously Paid" line item.

Domestic water and irrigation underground	\$ 93,079.00	\$ 26,295.38	\$ 66,783.62	\$ 93,079.00
---	--------------	--------------	--------------	--------------

\$5,073.37 of \$13,620 previously paid funds for "Survey markers as needed" was reallocated to Storm Drain.

This amount was accounted for and added to "Previously Paid" line item.

Sanitary Sewer	\$ 60,702.40	\$ 60,702.40	\$ -	\$ 60,702.40
----------------	--------------	--------------	------	--------------

\$3,035.12 of \$13,620 previously paid funds for "Survey markers as needed" was reallocated to Storm Drain.

This amount was accounted for and added to "Previously Paid" line item.

CONTRACT TOTAL	\$ 414,011.60	\$ 347,227.98	\$ 66,783.62	\$ 414,011.60
GENERAL CONDITIONS	\$ 24,840.70	\$ 24,840.70	\$ -	\$ 24,840.70
FEE / OVERHEAD	\$ 33,120.93	\$ 33,120.93	\$ -	\$ 33,120.93
LIABILITY INSURANCE	\$ 3,105.08	\$ 3,105.08	\$ -	\$ 3,105.08
GRAND TOTAL	\$ 475,078.31	\$ 408,294.69	\$ 66,783.62	\$ 475,078.31

Due This Invoice: \$ 66,783.62



CITY COUNCIL AGENDA – FEBRUARY 1, 2022

SUBJECT: Facility Use Agreement Renewals for Hayes Field Between City of Porterville and Porterville Girls Fastpitch

SOURCE: Parks and Leisure Services

COMMENT: Porterville Girls Fastpitch (PGF) has had a facility use agreement and concession license agreement for Hayes Field with the City since 2017. PGF is a youth softball league serving girls ages 4-18. The league is played at Hayes Field and PGF has been the only league playing or requesting to play at the facility since the inception of the agreement. The current agreements expired December 31, 2021, and may be extended an additional three years upon terms and conditions mutually agreeable to both parties.

PGF has the intent and commitment within the term of the agreement to pay the City of Porterville \$2,000 annually to cover field and concession stand usage.

Also, PGF shall continue making facility improvements of at least \$2,000 to Hayes Field in exchange for exclusive use of the facility February-May, and first rights to the facility in January, and June-December. Light usage would continue to be paid monthly at the current rate of \$10.00 per hour per field. On November 4, 2021, the Parks and Leisure Services Commission recommended for the City to renew the agreement with PGF for an additional three years.

Since taking over the agreement in 2017, PGF has remained in good standing with the City and use of the field.

RECOMMENDATION: That the City Council authorize the renewal of the facility use agreement, and the concession license, between the City and Porterville Girls Fastpitch and authorize and direct the Mayor to execute the same.

ATTACHMENTS:

1. Hayes Field Agreement 2022-2024
2. Hayes Field Concession License 2022-2024

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

HAYES FIELD FACILITY USE AND MAINTENANCE AGREEMENT BETWEEN CITY OF PORTERVILLE AND PORTERVILLE GIRLS FASTPITCH

Recognizing the value to the community of sharing facilities, the following agreement has been adopted by the City of Porterville Parks and Leisure Services Department (“**CITY**”) and Porterville Girls Fastpitch (“**PGF**”). The agreement establishes policies regarding the use of Hayes Field, 945 W. Mulberry.

1. Term of this license shall be three-years commencing January 1, 2022, and ending December 31, 2024. The License Agreement may be extended for an additional three years upon the same terms and conditions, at the option of **PGF**, provided that **PGF** provides Notice of Intent to extend the Agreement at least thirty days prior to expiration of the initial period. Thereafter, the License may be extended for an additional three-year period upon terms and conditions mutually agreeable to both parties.
2. **PGF** has the intent and commitment within the term of the Agreement to pay **CITY** \$2,000 annually to cover field and concession stand usage, and to continue making facility improvements of at least \$2,000 to Hayes Field in exchange for exclusive use of the facility February-May, and first rights to the facility in January, and June-December.
3. **PGF** Board personnel shall attend a pre-season organizational meeting with **CITY** staff to discuss specific operational duties and responsibilities.
4. **PGF** agrees that the **CITY** shall be scheduling agent for the field and that **CITY** shall schedule the dates and times of use except for use by **PGF**.
5. **CITY** agrees to continue its routine maintenance of the facility at its current schedule.
6. **PGF** shall be responsible for maintaining the facilities in good playing condition during the scheduled playing period. Maintenance and responsibilities shall include:
 - a. Mowing and irrigating the infield and outfield turf areas as needed.
 - b. Maintaining bleacher area in good order and free of litter. Cleaning the bleacher area after each game.
 - c. Repairing damage to designated area.
 - d. Providing the necessary maintenance equipment and supplies to accomplish all the above tasks.
 - e. Maintaining any storage facility.
 - f. At no time shall vehicles including, but not limited to, maintenance vehicles, be permitted on turf areas without permission of the **CITY**, except in the performance of necessary maintenance duties.
7. **PGF** staff shall be responsible for providing all related supplies and equipment such as additional bleachers, scoreboards, PA system, and other miscellaneous items that may be required.

8. After the completion of each use, **PGF** staff shall be responsible for clean-up of all debris in a timely manner and locking all gates and storage areas when necessary.
9. **PGF** shall contact and receive consent from the **CITY** before installing improvements relative to the program such as signs, field improvements, electrical improvements, etc.
10. All concerns or request for routine, additional or special maintenance needs are to be directed to the Parks Superintendent at 782-7515.
11. If **PGF** should make substantial improvements to the facility, upon termination of this Agreement, **CITY** shall determine disposition of these improvements. If **CITY** determines that some or all of the improvements are to be removed, **PGF** at its own expense shall remove them in a timely manner and return the facility to its original condition. Otherwise, all improvements shall remain **CITY** property.
12. **PGF** shall make repairs and corrections to miscellaneous items not in proper working condition. Field markings must be painted and not chemically sprayed.
13. All games and practices must be scheduled during normal park hours (7:00 a.m. to 10:00 p.m.)
14. **PGF** shall promptly and completely observe, comply with, and conform to all present and future applicable Federal, State and Local laws, requirements, and standards in the operation and use of the License and the premises, and its programs on these premises. This includes, but is not limited to, Federal and State discrimination and disability laws and regulations. **PGF** shall, at its own cost and expense, make any and all improvements thereon or alteration thereto, structurally or otherwise, that may be required at any time hereafter by any such present or future law, rule, requirement, order, direction, ordinance or regulations. Failure to comply with this section is grounds for immediate termination of this License by **CITY**, and any notice requirements required pursuant to this Agreement shall not apply.
15. **PGF** must procure and maintain insurance and filed with **CITY** for the duration of the License for which Hayes Field has been reserved against claims for injuries to persons or damages to property which may arise from or in connection with **PGF** operation and use of Hayes Field. The cost of such insurance shall be borne by **PGF**. **PGF** shall secure and maintain, at **PGF's** expense, liability insurance including with a two million dollar (\$2,000,000) combined single limit for property damage and injury, including death, to one or more persons, and deposit with the **CITY** an original certificate of said insurance, naming the **CITY**, its officers, agents and employees as an additional insured on **PGF's** policy.
16. Indemnification. To the fullest extent permitted by law, **PGF** (and its officers, employees, contractors, agents or volunteers) shall indemnify, defend and hold harmless, the **CITY**, its officers, agents, employees, and volunteers ("City Indemnitees"), from and against all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of

litigation (“claims”), arising out of or in any way connected with **PGF’s** use of, operations, or activities on or at Hayes Field, or **PGF’s** performance of this Agreement, including **CITY’s** active or passive negligence EXCEPT for such loss or damage arising from the sole negligence or willful misconduct of the **CITY**. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from **PGF’s** performance of this Agreement, **PGF** shall provide a defense to the City Indemnitees, or at the **CITY’s** option, reimburse City Indemnitees their costs of defense, including reasonable legal counsels’ fees, incurred in defense of such claims.

17. **PGF** shall maintain Workers’ Compensation Insurance for all its employees and volunteers who are in any way connected with the performance of **PGF’s** activities to the extent required and as provided by law.
18. **PGF** shall maintain a City of Porterville Non-profit Business License during the term of this Agreement.
19. In the event the **PGF** shall fail, neglect or refuse to abide by and perform the terms, conditions, covenants, and agreements hereof, the **CITY** may, at its option, terminate and cancel this Agreement and in the event of a termination of this Agreement, the **PGF** shall surrender up and deliver to the **CITY** complete possession of the premises where said Agreement is being operated within 30 days after receiving notice to vacate. The **CITY** may also terminate the Agreement with written notice if **PGF** fails to use the facility as intended for a period of three consecutive months or more. The apparent commission of a crime by **PGF** or any of **PGF’s** employees, contractors, agents, or volunteers during the term of this Agreement is grounds for immediate termination of this Agreement by the **CITY**.
20. **PGF** shall not assign, transfer or convey this Agreement or any of the rights or benefits hereunder to any person, firm or corporation without first securing the written consent of the **CITY**, and said consent can be withheld for any reason.
21. The **CITY**, by its authorized agents and servants, reserves the right of entry upon the premises where said Agreement is being operated for purposes of inspection.
22. Nothing herein shall be construed as making the **CITY** and the **PGF** partners and/or the parties engaging in joint ventures.
23. **PGF** shall maintain compliance with all Federal, State and local laws, rules and regulations.
24. During the entire term of this Agreement, **PGF** shall not suffer, allow, or permit any income, profit, or emolument gross and net from any of its activities arising from, connected with, or in any manner associated with the use and employment by **PGF** of this Agreement to inure, to be paid to, or delivered to the benefit of any members, private shareholder, or individual; income, profit,

gross and net, or other rights or benefits which shall arise from the use and employment of this Agreement shall be used solely, positively and exclusively to meet the necessary expenses or upkeep and operation of the activities of the **PGF** as such, and not any members, shareholders, or individual.

25. Attorney Fees. If any litigation is commenced between the parties to the Agreement concerning the Agreement or the rights and duties of either in relation to the Agreement, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to a reasonable sum as and for its attorneys fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.
26. Each party has participated fully in the review and revision of this agreement. Any rules of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

PORTERVILLE GIRLS FASTPITCH

Board Chairperson

CITY OF PORTERVILLE

Adrian Monte Reyes, Mayor

ATTEST:

APPROVED AS TO FORM

John D. Lollis, City Clerk

Julia M. Lew, City Attorney

CITY OF PORTERVILLE HAYES FIELD CONCESSION LICENSE

The City of Porterville, hereinafter referred to as "CITY" hereby grants to the Porterville Girls Fastpitch (PGF), hereinafter referred to as "LICENSEE", a license for services to the public in general, for the sale of soft drinks, ice creams, hot dogs, pre-packaged food, general confectionery articles and products, and promotional items at the Hayes Field Concession Building located at 945 W. Mulberry, Porterville, California, for a term of commencing January 1, 2022, and ending December 31, 2024.

1. The LICENSEE'S appointment is conditional upon passing a drug/alcohol test, fingerprint clearance, and/or reference check.
2. The LICENSEE shall not sell or serve any type of alcoholic beverage on the premises.
3. The LICENSEE shall, at all times during the term of said License, keep and maintain the concession building open for the convenience of patrons at said Field during the hours in which said Field is being utilized for organized softball or at any other time the CITY deems the operation of the concession necessary for special activities. Failure to operate the concession facilities during the specified periods is a breach of this Agreement and shall constitute grounds for termination of this Agreement.
4. The LICENSEE shall keep and maintain all concession facilities, equipment and grounds at and around said concession building in good and sanitary condition and shall keep and maintain all of the concession fixtures and equipment in good condition and repair.
5. Each employee, volunteer or agent of LICENSEE should: a) be clean, neat, and well-groomed; b) be professional, courteous, and friendly to the public; and c) adhere to the CITY personnel policy regarding dress code.
6. The LICENSEE shall lock the concession building and all gates upon closing the concession building and park. The LICENSEE shall turn in all keys to the CITY five days after expiration of term.
7. In the event the LICENSEE coordinates placement of refrigerators or vending and dispensing machines at the facility, LICENSEE shall ensure such machines are removed or disengaged from City provided utilities promptly at the conclusion of each season. The LICENSEE shall also see to it that any type of machine or equipment does not block any door entrance.
8. In the event the LICENSEE shall fail, neglect or refuse to abide by and perform the terms, conditions, covenants, and agreements hereof, the CITY may, at its option, terminate and cancel this License, and in the event of a termination of this License, the LICENSEE shall surrender up and deliver to the CITY complete possession of the premises where said

License is being operated within 30 days after receiving notice to vacate. The failure by LICENSEE to comply with all applicable laws and regulations or the apparent commission of a crime by LICENSEE or any of LICENSEE'S employees, contractors, agents, or volunteers during the term of this Agreement is grounds for immediate termination of this Agreement by the CITY.

9. If this Agreement is terminated by the CITY without cause prior to the conclusion of the initial License term, and a non-profit organization enters into a Concession License Agreement with the CITY for the facility, the CITY shall reimburse LICENSEE for any documented improvements made during the term of this License Agreement that were pre-approved in writing by the CITY, including but not limited to any such structural improvements. In this event the concession fees collected for the facility as specified in paragraph 15 shall be credited against said start-up costs.
10. The LICENSEE shall not assign, transfer or convey this license or any of the rights or benefits hereunder to any person, firm or corporation without first securing the written consent of the CITY, and such consent may be withheld for any reason.
11. The CITY, by its authorized agents and servants, reserves the right of entry upon the premises where said license is being operated for purposes of inspection.
12. Nothing herein shall be construed as making the CITY and the LICENSEE partners.
13. To the fullest extent permitted by law, LICENSEE (and its officers, employees, contractors, agents or volunteers) shall indemnify, defend and hold harmless, the CITY, its officers, agents, employees, and volunteers ("City Indemnitees"), from and against all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of or in any way connected with the use, occupation or employment of said License, or LICENSEE's performance of this Agreement, including CITY's active or passive negligence EXCEPT for such loss or damage arising from the sole negligence or willful misconduct of the CITY. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from LICENSEE's performance of this Agreement, LICENSEE shall provide a defense to the City Indemnitees, or at the CITY's option, reimburse City Indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.
14. LICENSEE shall secure, at LICENSEE's expense, liability insurance including product liability indemnifying the CITY and the LICENSEE in the sum of two million dollars (\$2,000,000) combined single limit for property damage and injury, including death, to one or more persons, and deposit with the CITY an original certificate of said insurance, and name the CITY, its officers, agents and employees as an additional insured on LICENSEE's policy.
15. During the entire term of this License, the Licensee shall not suffer, allow, or permit any income, profit, or emolument gross and net from any of its activities arising from, connected with, or in any manner associated with the use and employment by the LICENSEE of this

License to enure, to be paid to, or delivered to the benefit of any members, private shareholder, or individual; and/or income, profit, gross and net, or other rights or benefits which shall arise from the use and employment of this LICENSEE shall be used solely, positively and exclusively to meet the necessary expenses or upkeep and operation of the activities of the LICENSEE as such, and not any members, shareholders, or individual.

16. The LICENSEE's fee to operate the Hayes Field concession stand is paid for through the Hayes Field Usage Agreement between CITY and LICENSEE.

17. The LICENSEE shall obtain a non-profit business license from the City of Porterville prior to the commencement date of this license agreement.

18. The LICENSEE shall maintain Workers' Compensation Insurance for all its employees and volunteers who are in any way connected with the performance of LICENSEE'S concessionary interest to the extent as provided by law.

19. The LICENSEE shall maintain and keep adequate records of its sales from the Licensed premises and agrees to permit the CITY to examine said records on demand. In addition, the LICENSEE shall submit a completed "Monthly Concession Report" form to the City no later than the fifth day of the month following any month during which the LICENSEE conducted concession sales.

20. The LICENSEE shall have the right and privilege, provided it is not in default of the terms and provisions of the License, at the end of the term or sooner termination thereof, to remove from the Licensed premises all personal property belonging to the LICENSEE, together with their stocks, goods and wares and trade fixtures that LICENSEE may have installed, provided the same can be removed without material injury to the premises and the LICENSEE hereby acknowledges receipt of the premises in good condition and repair.

21. Notwithstanding any provision of this agreement to the contrary, this agreement may be terminated by either party, with or without cause, by giving the other party thirty (30) days written notice of termination. Notice shall be given by personal delivery or first class mail, return receipt requested.

22. Attorney Fees. If any litigation is commenced between the parties to the Agreement concerning the Agreement or the rights and duties of either in relation to the Agreement, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation to a reasonable sum as and for its attorney's fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

23. Each party has participated fully in the review and revision of the Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

IN WITNESS whereof the parties have executed this License Agreement at Porterville, California, this ____st day of February, 2022.

CITY OF PORTERVILLE

PORTERVILLE GIRLS FASTPITCH

BY: _____
Martha A. Flores, Mayor

BY: _____
Board Chairperson

ATTEST:

John D. Lollis, City Clerk

APPROVED AS TO FORM:

BY: Patrice Hildreth, Chief Deputy City Clerk

Julia M Lew, City Attorney



CITY COUNCIL AGENDA – FEBRUARY 1, 2022

SUBJECT: Renewal of Airport Lease Agreement - Lot No. 44A

SOURCE: Finance

COMMENT:

Silvio Addamo is the current leaseholder of Lot No. 44A at the Porterville Municipal Airport. The current lease expires on February 28, 2022. The City has received a request from Silvio Addamo, dated January 3, 2022, to renew the lease for a period of fifteen (15) years. The lot is approximately 4,200 square feet in area and will rent for a rate of \$0.358 per square foot per year, with an annual adjustment according to the change in the Consumer Price Index, beginning in January 1, 2023 and each January 1 thereafter. The lease will begin on March 1, 2022 and expire on February 28, 2037. The hangar will be utilized for the parking and storage of aircraft.

RECOMMENDATION: That the City Council approve the extension of the Lease Agreement between the City and Silvio Addamo for Lot No. 44A at the Porterville Municipal Airport for a term of fifteen (15) years.

ATTACHMENTS:

1. Draft Lease Agreement
2. Letter of Request
3. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

LEASE AGREEMENT

PORTERVILLE MUNICIPAL AIRPORT

THIS LEASE AGREEMENT (“Lease”), executed at Porterville, California the first day of March, 2022, by and between the CITY OF PORTERVILLE, a charter city and municipal corporation of the State of California, hereinafter referred to as “City” and Silvio Addamo, hereinafter referred to as “Lessee.”

WHEREAS, City owns and operates an airport in the City of Porterville, State of California, commonly known and described as “Porterville Municipal Airport”; and

WHEREAS, Lessee desires to lease a portion of said airport for the purpose of operating an existing aircraft hangar to be used for the parking and storage of aircraft and other activities incidental thereto; and

WHEREAS, it is the desire of City to utilize said airport for the general public by its development and use in providing aeronautical-related facilities and service.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Premises: City, for and in consideration of the covenants, conditions, agreements, and stipulations herein set forth, does hereby demise and lease to Lessee, and Lessee hereby hires from City, those certain premises situated in the City of Porterville, State of California, described as Lot 44A at the Porterville Municipal Airport, more particularly described in Exhibit A being attached hereto and by this reference made a part hereof.

2. Term: The term of this Lease shall commence on March 1, 2022, both parties having executed the same, and shall terminate on February 28, 2037, provided Lessee is not in default with respect to any of the conditions or covenants of this lease. Notwithstanding the stated term of the Lease, the City may terminate this Lease at its pleasure and repossess the premises therein described upon three months' notice thereof and upon paying to the lessee the market value of any improvements made or put upon said premises by the lessee. The market value of such improvements shall be determined by a board of appraisers consisting of one appraiser appointed by the council, and a lessee

appraiser appointed by the lessee. The parties will follow Charter Section 68 concerning the determination of the value of the improvements.

3. Rental and Business Privilege Consideration: Lessee agrees to pay to City in lawful money of the United States without deductions or offset, to the Finance Director, City of Porterville, 291 N. Main Street, Porterville, California, 93257, or to such person or persons and at such place or places as may be designated from time to time by City, a rental rate of \$0.358 per square foot per year. Inasmuch as the lease site (See Exhibit "A" attached) contains approximately 4,200 square feet of land area, said rental rate will be \$1,503.60 annually, or \$125.30 per month, payable in advance.

Beginning January 1, 2023, and each January 1 thereafter for the term of this Lease, the rate shall be adjusted by a percentage equal to the annual percentage increase or decrease in the Consumer Price Index (CPI). The CPI used shall be a twelve (12) month average of the San Francisco CPI and the Los Angeles CPI as published for October of the prior year. The CPI index will be "All Urban Consumers."

4. Purpose: This Lease is made for the purpose of operating an existing aircraft hangar to be used for the parking and storage of aircraft and other activities incidental thereto. Lessee shall not use the premises or any part thereof or permit them to be used for any purpose or purposes other than stated above. The City reserves the right to conduct on-site inspections for the purpose of compliance with Building Code, Fire Code, and Zoning Ordinance. Lessee shall not do or permit any act or thing to be done upon the premises which constitutes a nuisance or which may disturb the quiet enjoyment of City or any tenant of City on adjacent neighboring property.

Lessee further agrees that, within 72 hours from receiving written notice by the City that a nuisance exists, to abate or otherwise cause said nuisance to be cured.

In the event Lessee has not (a) taken corrective action within 72 hours, or (b) filed an appeal with the City Council, City of Porterville, within 72 hours, then City may enter and abate said nuisance at the expense of Lessee without any liability whatsoever to City for monetary loss or anticipated profits of Lessee or others.

Said appeal to the City Council must be made in writing and be received by the City

Clerk, 291 N. Main Street, Porterville, California, 93257, within 72 hours after Lessee received notice of said nuisance.

5. Right of Ingress and Egress: Lessee shall have the right-of-way to property owned and controlled by City for ingress thereto and egress therefrom for pedestrian, vehicular, and air travel, together with the right to use in common with other Lessee or licensees of City the airplane landing field adjacent to the demised premises. None of these rights are exclusive, but shall be exercised in common with and subject to possible similar rights of other users of said airport. All of the foregoing is subject to such reasonable rules and regulations as the City or its authorized agents may make from time to time. Such rules and regulations, however, shall be reasonable and shall not conflict in any way with similar rules and regulations adopted from time to time by the Federal Aviation Administration or its successor.

6. Condition of Premises: Lessee has inspected the demised premises and knows the extent and condition thereof and accepts same in its present condition, subject to and including all defects, latent and/or patent.

7. Alteration: Lessee shall make no structural modifications to existing structures or make permanent improvements or additions in or on the demised premises without the written consent of the City Airport Manager first being obtained.

8. Maintenance: Lessee agrees to keep the improvements in a good state of repair by periodic maintenance and painting as the same are required and to keep the grounds of Lessee in a good state of maintenance and repair. During the term of this Lease, the City Airport Manager shall have the right to notify Lessee in writing wherein Lessee has failed to maintain said structure and improvements in a good state of repair. Lessee shall make such corrections in the time and manner prescribed by said Airport Manager, or in the event Lessee disagrees, Lessee shall have the right to appeal within fifteen (15) days from date of notice from said Airport Manager to the City Council concerning the request for maintenance made to Lessee by said Airport Manager; it being understood and agreed that the decision of the City Council shall be final.

9. Utilities: Lessee agrees to pay during the term of the Lease, or any holding over, any

and all utilities utilized by it to said demised premises. The term “utilities” as used herein shall include, but is not limited to, telephone, electrical, water, sewer, gas, janitorial, heating, cooling, and trash and refuse disposal service.

10. Utility Extension or Modification: Lessee shall pay any and all expenses that may be incurred in obtaining the extension of public utility services to the demised premises from existing utility facilities or any modifications of same.

11. Taxes and Assessments: Lessee understands that the Lease of the premises creates a possessory interest subject to taxation by the County of Tulare. Lessee agrees to pay all taxes and /or assessments levied by any governmental agency upon any interest acquired by Lessee under the terms of this Lease.

12. Compliance with Law: Lessee shall, at its expense, promptly comply with any and all laws, ordinances, rules, regulations, requirements, and order whatever, present or future, of the national, state, county or city government which may in any way apply to the use, maintenance or occupation of, or operations on the premises.

13. Liens and Encumbrances: Lessee shall keep the premises and all structures and improvements situated thereon free from any liens or encumbrances arising out of any work performed, material furnished, or obligations incurred by Lessee, or from any other cause.

14. Negation of Partnership: City shall not become or be deemed a partner or joint venturer with Lessee or associate in any relationship with Lessee’s operations thereon. City reserves all rights in and with respect to the premises, not inconsistent with Lessee’s use of the premises as in this Lease provided, including (without limiting the generality of the foregoing) the right of City to enter upon the premises for the purpose of installing, using, maintaining, renewing, and replacing such underground oil, gas, water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines as City may deem desirable in connection with the development or use of any other property in the neighborhood of the premises. City shall compensate Lessee for any and all damage to Lessee’s improvement and personal property caused by the exercise of the rights reserved in this paragraph.

15. Indemnification: Lessee agrees to indemnify, defend (upon request by the City) and

save harmless the City, its agents, officers, and employees, and each of them, from any and all losses, costs, expenses, claims, liabilities, action, or damages, including liability for injuries to person or persons, or damage to property of third persons arising out of or in any way connected with (a) the conducting or operation of Lessee's business on the demised premises during the term of the Lease or any holding over, or (b) the construction or the removal of any facilities or improvements on the demised premises during the term of this Lease or any holding over.

16. Liability Insurance: Lessee, in order to protect the City, its agents, officers, and employees against all claims and liability for death, injury, loss, and damage as a result of Lessee's (a) use and operations on the demised premises or in connection therewith, or (b) construction or removal of any improvements on the demised premises or in connection therewith, shall name the City as additional insured on Lessee's aircraft insurance policy or policies in the amount of not less than TWO MILLION DOLLARS (\$2,000,000). Coverage shall include General Liability combined Bodily Injury and Property Damage, Single Limits and Aggregate, with a reliable insurance carrier authorized to do such public liability and property damage insurance business in the State of California. Said insurance shall not be subject to cancellation or coverage reduction without thirty (30) days prior written notice to City. Within (10) days from the date of this Lease, Lessee shall file with the City Clerk, City of Porterville, a duly certified Certificate of Insurance evidencing that the herein above mentioned public liability and property damage provisions have been complied with, and setting forth that City, its agents, officers, and employees are named as additional insured. In the event that Lessee shall fail to take out and keep in effect such policy or to furnish evidence thereof to City, City may, at City's option, procure the same, pay the premium thereof and collect same with the next payment of rental due from Lessee or immediately terminate this Lease. The limits of insurance coverage set forth herein may be reviewed by City each January and may be adjusted at such reviews in order to protect the interests of the City.

17. Nondiscrimination: Lessee for itself, its heirs, personal representatives, successors in interest and assigns as part of the consideration hereof does hereby covenant and agree that (1) no person on the grounds of race, color, ancestry, disability, gender, age, religion, sexual orientation or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected

to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, ancestry, disability, gender, age, religion, sexual orientation or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that Lessee shall use the premises in compliance with other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally - Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge a fair, reasonable and not unjustly discriminatory price for each unit or service; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or similar type of price reductions to volume purchasers.

In the event of breach of any of the above nondiscriminatory covenants, City shall have the right to terminate this Lease and to re-enter and repossess the demised premises and the facilities thereon and hold the same as if the Lease had never been made or issued.

Lessee agrees that it shall insert the above nondiscrimination provisions in any sublease or other agreement by which Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased.

18. Improvement of Land Area: City reserves the right to further develop or improve the landing area of the airport as it sees fit regardless of the desires or views of Lessee and without interference or hindrance.

19. Maintenance of Landing Area: City reserves the right to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard; providing further, City shall keep and maintain in a safe and operable condition the taxiways, runways (including the lighting thereof) and roadways on the airport during such hours and to such extent as City may determine is reasonably required for the operation of the airport.

20. Lease Subordinate to Agreements with the United States Government:

This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States relative to the development, operation or maintenance of the airport.

21. Non-Exclusive Right: It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 (a) of the Federal Aviation Act of 1958. (49 U.S.C. 1349).

22. Rights of United States Government: This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, or taking over of said airport.

23. Notices: All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service, Registered or Certified, postage prepaid and addressed as follows:

To the Lessee: Silvio Addamo
 1860 W. Westfield
 Porterville, CA 93257

To the City: Airport Manager
 City of Porterville
 291 N. Main Street
 Porterville, CA 93257

The address to which the notices shall be or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

24. Authorized Agent of the City: The Airport Manager of the City of Porterville is the duly authorized agent of the City for purposes of this Lease; and as to any obligations assumed herein by Lessee, they shall be performed to the satisfaction of said Airport Manager.

25. Assignment and Subletting: This Lease shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors, and assigns of the respective parties hereto. Lessee shall not, and Lessee herewith agrees that it will not, sublet the premises, or any part

thereof or assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder without the prior written consent of the City. In the event the Lessee shall sublet, assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder, or any part thereof, or attempt to do so in violation to the foregoing provision, then in addition to any and all other rights and remedies available to it, the City may, at its option by written notice to Lessee, either declare such sublease, assignment, transfer, mortgage or other conveyance void or terminate this Lease and all rights and interest of Lessee and all other persons hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a transfer, mortgage, or conveyance. This clause shall not be construed to limit right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

26. Hypothecation: Lessee may, with the consent of the City, give, assign, transfer, mortgage, hypothecate, grant control of, or encumber Lessee's interest under this Lease and the leasehold estate so created to a bona-fide lender on the security of the leasehold estate. Any such bona-fide lender shall have the right at any time during the term of the loan and while this Lease is in full force and effect:

(a) To do any act or thing required of Lessee in order to prevent a forfeiture of Lessee's rights hereunder, and all such acts or things so done shall be as effective to prevent a forfeiture of Lessee's rights hereunder by Lessee.

(b) To succeed to the interest of Lessee hereunder and thereafter at such lender's option to convey, assign or sublease the interest or title to said leasehold estate to another person acceptable to City, subject to all the terms, conditions, and covenants of this Lease. Two (2) copies of any and all security devices or instruments shall be filed with City's Airport Manager prior to the effective date thereof, and Lessee shall give Airport Manager prior written notice of any changes or amendments thereto.

Any bona-fide lender shall have the right, if so permitted by the terms and conditions of the concerned instrument of hypothecation between lender and Lessee, to remove any or all of Lessee's improvements under said hypothecation from the demised premises, subject only to the restriction that in the event of such removal, the demised premises herein above described be restored by Lessee

to a condition satisfactory to the City's Airport Manager, and that said removal be done in a manner and at a time satisfactory with said Airport Manager.

27. Breach by Lessee: In the event of the breach by Lessee of any term, condition, or agreement herein contained, and the failure to cure such breach within thirty (30) days after written notice has been given to Lessee by City, this Lease and all privileges herein granted shall be terminated and be of no other force or effect, and Lessee shall immediately surrender possession of the premises hereby granted, and in the event City has to resort to legal action to enforce any provision hereof, or to obtain restitution hereunder, the Lessee shall pay all costs and expenses, including attorney's fees of such action. Providing further, that in the event Lessee breaches this Lease and abandons the demised premises before the end of the term, or if Lessee's right to possession is terminated by City because of a breach of this Lease, City shall have the right to recover from Lessee, as provided in State of California Civil Code Section 1951.2. Damages City may recover shall include the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Lessee proves could be reasonably avoided. This clause shall not be construed to limit any right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

28. Waiver of Breach: The waiver by City of any breach by Lessee of any provision contained herein shall not be deemed to be a waiver of such provision, or a waiver of any breach of any other provision contained herein.

29. Bankruptcy: In the event the (a) Lessee shall file a voluntary petition in bankruptcy proceeding; (b) any voluntary or involuntary proceeding for the reorganization of Lessee shall be instituted by anyone other than the City under any of the provisions of the bankruptcy laws of the United States; or (c) a receiver or judicial trustee or custodian shall be appointed for Lessee, or any alien or any writ of attachment, garnishment, execution, or distraint shall be levied upon any of Lessee's rights or interest under this Lease; or (d) there shall be any other assignment of any of Lessee's rights or interest under this Lease by operation of law, then in addition to any and all other rights and remedies available to it, City may, at its option by written notice to Lessee, terminate this Lease and all rights and interest of Lessee and all other persons under this Lease. The term "Lessee,"

as used in this paragraph, includes any individual, partnership, or corporation who is a Lessee hereunder, even though several individuals, partnerships, or corporations are such, and includes each partner of any partnership who is a Lessee hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a consent to any other different or subsequent sublease, assignment, transfer, mortgage, or conveyance.

30. Quiet Possession: Notwithstanding any other provision in this Lease, City covenants that Lessee, on paying the rent and performing the covenants herein contained, shall and may peaceably and quietly have and enjoy the demised premises for the term hereof.

31. Surrender of Premises: On the last day of said term, or extension thereof, or sooner termination of the Lease, Lessee will peaceably and quietly leave, surrender, and yield up to the City the demised premises in as good condition and repair as at the commencement of Lessee's occupancy, reasonable use and wear thereof, and damage by earthquake, public calamity, by the elements, by acts of God, or by fire or other circumstances over which Lessee has no control, excepted.

32. Removal of Improvement at Termination: Upon the termination of this Lease, or any holding over, for any reason other than Lessee's failure to perform its obligations under the terms and conditions of this Lease, Lessee shall have the right at Lessee's sole cost and expense, to remove all improvements and/or furniture, furnishings, equipment, and fixtures of whatsoever kind or nature placed on the demised premises by Lessee or its contractors so long as they could be removed without damage or disfigurement to the demised premises. Full restoration of the demised premises as it existed prior to the construction of said improvements or the installation of said furniture, furnishings, equipment, and fixtures shall be made by Lessee. If after the termination of this Lease Lessee has not removed said improvements, furniture, furnishings, equipment, and fixtures, the City shall have the option to claim the ownership thereof or to remove same and restore the demised premises as set forth above at the expense of Lessee. Said expense shall also include consideration for the additional time Lessee or its improvements occupy the premises beyond the termination date and disallow the City's total utilization of the premises pursuant to its ownership of the property.

In the event of a termination by City of this Lease because of Lessee's failure to faithfully perform the terms and conditions of this Lease, the City may accept cash or other satisfactory security

for the amount of its costs, expense, loss and damage accruing from Lessee's failure to perform and thereupon the Lessee shall have the right to remove the said improvements.

33. Incorporation of Prior Agreements and Amendments: This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of modification.

34. Severability: The invalidity of any provision of this Lease as determined by a Court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

35. Construed Pursuant to California Law: The parties hereto agree that the provisions of this Lease will be construed pursuant to the laws of the State of California.

36. Venue: If either Lessee or City initiates an action to enforce the terms hereof or declare rights hereunder, including actions on any bonds and/or surety agreements, the parties agree that the venue thereof shall be the County of Tulare, State of California. Lessee hereby waives any rights he might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

37. Covenants and Conditions: Each provision of this Lease performable by Lessee shall be deemed both a covenant and a condition.

38. Captions: The use of Paragraph headings in this Lease is solely for convenience, and they shall be wholly disregarded in the construction of this Lease.

39. Time of Essence: Time is hereby expressly declared to be the essence of this Lease and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first herein above written.

CITY OF PORTERVILLE

LESSEE

By: _____
Adrian Monte Reyes, Mayor

By: _____
Silvio Addamo

ATTEST:

By: _____
John D. Lollis, City Clerk

APPROVED AS TO FORM:

By: _____
Julia M. Lew, City Attorney

City of Porterville

January 3, 2022

Att: Janie Rodriguez Administrative Analyst

*Airport Lease Lot 44A Porterville Municipal Airport.

*Use of hanger / Aircraft to be stored.

*Renew lease agreement for a period of 15 years.

*Do (NOT) plan to rent hanger out.

Sincerely,

Silvio Addamo
1860 W Westfield
Porterville, CA 93257

A handwritten signature in dark ink, appearing to read 'Silvio Addamo', with a stylized flourish at the end.

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



44A 44B 44C

40	41	42	43
36	37	38	39

45

45A 45B 45C

35

A	B	C	34	D	E	F
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33

32A

B C

31C

31A

31B

30B

30A1

30A2

30A3

47

48

49A

49B

50

TAXIWAY

TAXIWAY

HANGAR ROAD

HOPE ROAD

THUNDERBOLT DR.

ADMIN.
BLD.



CITY COUNCIL AGENDA – FEBRUARY 1, 2022

SUBJECT: Addendum No. 3 to 4Creeks Villa Street Reconstruction Service Agreement

SOURCE: Engineering and Project Management

COMMENT: At its meeting on February 19, 2019, the City Council authorized staff to execute a consultant service agreement for the reconstruction of Villa Street between Henderson Avenue and Olive Avenue. The proposal from 4Creeks for the reconstruction design was in the amount of \$247,215 and included project management, surveying, geotechnical investigation, and construction plans. Addendum No. 1 to this agreement in the amount of \$51,900 was authorized by the Council at its meeting on April 7, 2020, and it included the design of a box culvert bridge in lieu of a culvert pipe at the Porter Slough Crossing and the inclusion of recycled water pipe. Addendum No. 2 to this agreement in the amount of \$59,750 was authorized by Council at its meeting on June 15, 2021, and it included a full pothole report of the project area and additional sanitary sewer replacement design.

During recent storms, this area was inundated with storm water. Field evaluation during cleanup determined that the storm water infrastructure detailed on as-built plans did not actually exist at the level portrayed. Additional design work is needed to upgrade the "bubble-ups" and undersized pipes that are installed to a full storm drain system and prevent future flooding in the area.

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

RECOMMENDATION: That City Council:

1. Authorize the Mayor to execute Addendum No. 3 to 4Creeks' Service Agreement at an agreed upon fee of \$19,720 for the services described herein; and
2. Authorize progress payments up to one hundred percent (100%) of the fee amount and authorize a ten percent (10%) contingency to cover unforeseen costs.

ATTACHMENTS:

1. Villa Street Change Order 3 Proposal
2. Locator Map - Villa Street Reconstruction

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

January 21, 2022

Mr. Daniel Cervantez

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



Subject: Change Order 3 Design Proposal for Villa St Reconstruction Project and Porter Slough Improvement Project – Storm Drain Design

Dear Mr. Cervantez,

This Change Order 3 is being provided at request of the City to add sections of storm drain replacement to the design of Villa St Reconstruction and Porter Slough Improvement Project. Listed below is the general scope of work and fees for these services.

Task 1: Storm Drain Design

- Approximately 1,185 LF of storm drain main between 51 N. Villa St and 590 W. Putnam St. will be upsized and replaced on the Villa St Reconstruction Project.
- (4) Storm Drain manholes will be replaced and (1) new storm drain manhole will be added to the Villa St Reconstruction Project to meet maximum spacing requirements.
- Replacement of (2) storm drain catch basins.
- Identification of conflicts with gas mains and any other utilities per the pothole report.
 - Coordinate with utility companies on relocations as necessary.
- Redesign the fiber conduit along the stretch of new storm drain main to give minimum required spacing between the utilities.
- Design and incorporate a Stormceptor for inclusion into the Porter Slough Improvement Project.
- Include this work in the Cost Estimates and Specifications for the Villa St Reconstruction Project and the Porter Slough Improvement Project.
- This task also includes additional project management and coordination work due to the addition of the storm drain main, manholes, catch basins, and Stormceptor.
- Finalization and re-submittal of bid documents.

The above **Task 1** services will be provided for a **Fixed Fee of \$19,720**

Total Fixed Fee Amount for Change Order 3 = \$19,720

City of Porterville Responsibilities

- Same as the original proposal.

Exclusions

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

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

Sincerely,



Chris Crawford, PE 71192
Sr. Civil Engineer



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

Approval:

City Signature

Date

Villa St - Change Order 3

Fee Breakdown

C. Crawford - 1/21/22

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

Task 1 - Sanitary Sewer Design

Storm Drain Design & Conflict Resolution				82		8					\$10,220
Cost Estimate and Specifications				40		8					\$5,600
Project Management/Quality Control				16		8					\$2,960
Admin.		8					2				\$940
											\$19,720

TOTAL:

0	8	0	0	138	0	24	2	0	0	0
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TOTAL = \$19,720



CITY OF PORTERVILLE
ENGINEERING DIVISION

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

VILLA STREET RECONSTRUCTION
BETWEEN OLIVE AVENUE AND
HENDERSON AVENUE

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

SHEET
1
OF
1



CITY COUNCIL AGENDA – FEBRUARY 1, 2022

SUBJECT: Land and Water Conservation Fund Grant Resolution

SOURCE: Parks and Leisure Services

COMMENT: Land and Water Conservation Fund (LWCF) grants provide funding for the acquisition or development of land to create new outdoor recreation opportunities for the health and wellness of Californians. Since 1965, over 1,000 parks throughout California have been created or improved with LWCF assistance. The LWCF grant requires a fifty percent (50%) match with a maximum request amount of \$6,000,000. Community Development Block Grant (CDBG) Park Improvement Funds and Proposition 68 Statewide Park Development and Community Revitalization Program (SPP) funds are considered eligible matching fund sources.

There are two key components that make the grant application more competitive in what will be a highly competitive process. Forty-two percent (42%) of Porterville's residents live further than a half mile from a park, which is eighteen percent (18%) higher than the state average. Also, the project site is in an area with an annual median household income that is less than \$49,119, which is the maximum amount allowed to have an eligible application.

After assessing the Fourth Street site (future park and community center), and Olive Street site (future library and multi-sports fields), staff determined that the grant application has the potential to score higher with a project on the Fourth Street site. Some of the recreation features included in the successful \$7.8 million SPP grant for the Fourth Street Park portion of the project include a splash pad, playground, mini-pitch arena, pump track and challenge fitness course. Shade structures were not included in the grant for any of these items. Eligible LWCF projects utilizing SPP dollars must either enhance SPP recreation features, or add additional of the same recreation features included in the SPP grant scope. The project scope for the LWCF grant application will be to provide shade structures for each of the five main recreation features, in order to increase public usage time as they will be more protected from the weather, and to prolong the life of the recreation features.

RECOMMENDATION: That the City Council adopt the draft Resolution approving the application for the Land and Water Conservation Fund Grant.

ATTACHMENTS:

1. Draft Resolution
2. Locator Map - Fourth Street

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
LAND AND WATER CONSERVATION FUND
FOURTH STREET PARK DEVELOPMENT PROJECT**

WHEREAS, the Congress under Public Law 88-578 has authorized the establishment of a federal Land and Water Conservation Fund Grant-In-Aid program, providing Matching funds to the State of California and its political subdivisions for acquiring lands and developing Facilities for public outdoor recreation purposes; and

WHEREAS, the California Department of Parks and Recreation is responsible for administration of the program in the State, setting up necessary rules and procedures governing APPLICATIONS by local agencies under the program; and

WHEREAS, the APPLICANT certifies by resolution the approval of the APPLICATION and the availability of eligible MATCHING funds prior to submission of the APPLICATION to the State;

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

1. Approves the filing of an APPLICATION for Land and Water Conservation Fund assistance for the proposed; Fourth Street Park Development
2. Agrees to abide by SECTION 6(f)(3) of Public Law 88-578 which states “No property acquired or developed with assistance under this section shall, without the approval of the National Secretary of the Interior, be converted to other than public outdoor recreation uses. The Secretary shall approve such conversion only if he finds it to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as

he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.”

3. Certifies that said agency has MATCHING funds from eligible source(s) and can finance 100 percent of the Project, which up to half may be reimbursed; and
4. Appoints the Parks and Leisure Services Director as agent of the APPLICANT to conduct all negotiations and execute and submit all documents, including, but not limited to, APPLICATIONS, CONTRACTS, amendments, payment requests, and compliance with all applicable current state and federal laws which may be necessary for the completion of the aforementioned PROJECT.

PASSED, APPROVED AND ADOPTED this 1st day of February, 2022.

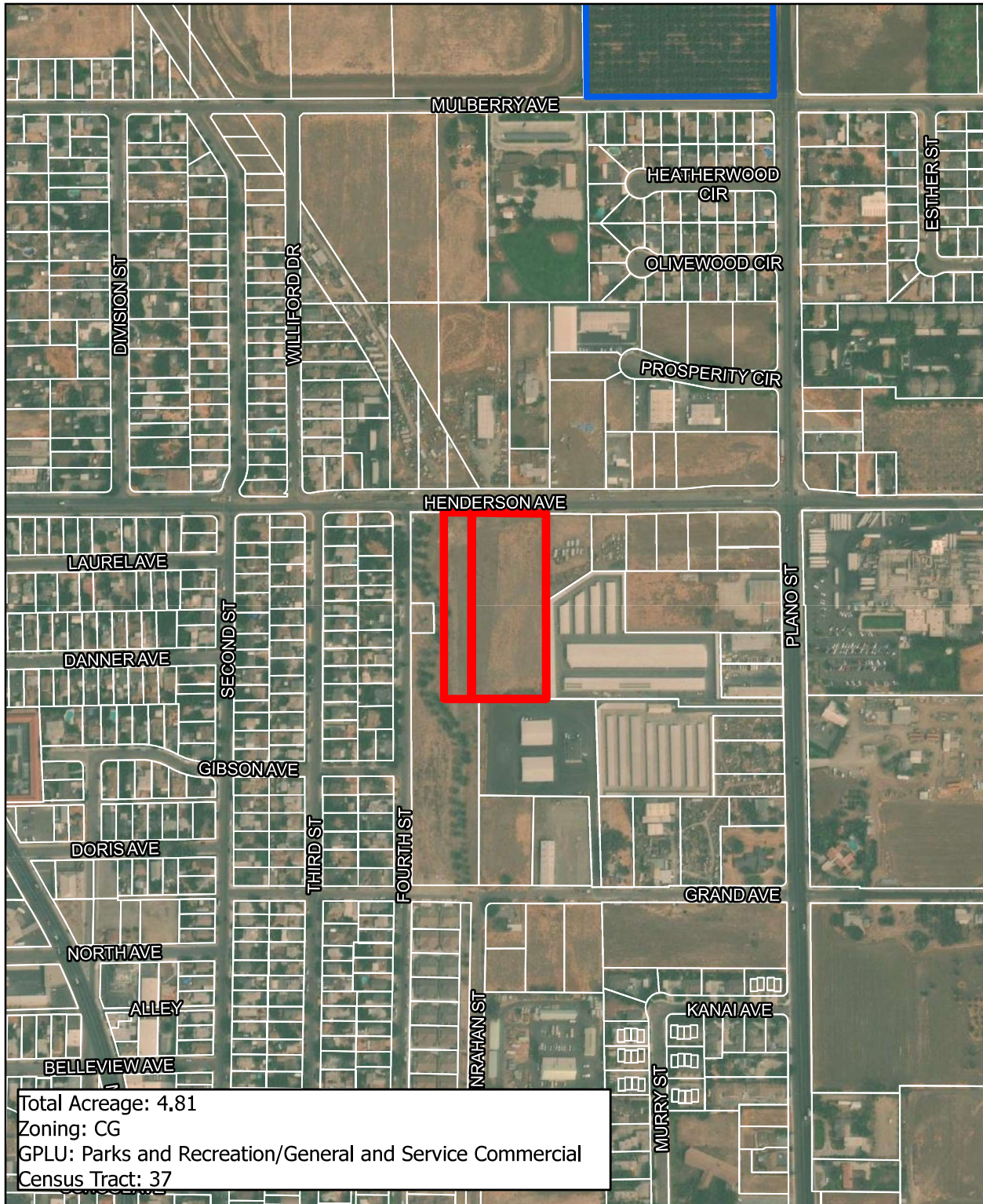
Adrian Monte Reyes, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

Locator Map

APN 253-050-093 & 253-050-089



APN	Acres
253-050-093	1.30 Ac.
253-050-089	3.51 Ac.

- Project Location
- City Limits

1 in = 500 feet





CITY COUNCIL AGENDA – FEBRUARY 1, 2022

SUBJECT: Approval of First Amendment to the Memorandum of Understanding of the Tule River Basin Integrated Regional Water Management Plan Group

SOURCE: Public Works

COMMENT: At its meeting on June 16, 2015, the City Council reaffirmed the City's participation in the Tule River Basin Integrated Regional Water Management Plan ("IRWMP" or "Plan") group, entering into a Memorandum of understanding (MOU). As a public agency providing water services, the City has been an active participant in the Tule River Basin IRWMP group. The concept was initiated by the Deer Creek & Tule River Authority and its member districts with the intent of taking advantage of special funding opportunities provided to the region with an IRWMP. The Plan considers all significant water users within the Tule River Sub-basin, composed of the Deer Creek & Tule River Authority, Lower Tule River Irrigation District, Pixley Irrigation District, Porterville Irrigation District, Saucelito Irrigation District, Tea Pot Dome Water District, Terra Bella Irrigation District, Vandalia Water District, the County of Tulare, the City of Porterville, Angiola Water District, and Deer Creek Storm Water District.

Stakeholders in the IRWMP group have additional opportunities to receive grant funds through the State. While funding and the associated match would be defined on a case-per-case basis, project goals involve assisting disadvantaged communities with grant funds.

Attached is the First Amendment to the Memorandum of Understanding that all agencies will be required to approve. It has been reviewed by City staff with no substantial changes to the efforts of the IRWMP Group. Notable changes in the amendment are the removal of the Deer Creek & Tule River Authority, named in the original MOU, and is in the process of dissolving. As a result of this action, Lower Tule Irrigation District will act as the appointed fiscal agent for the Tule River Basin IRWMP Group under the MOU.

The staff supports the language of the Memorandum of Understanding, with notable changes, and recommends the Council's approval. Authorizing signature of the First Amendment to the Memorandum of Understanding of the Tule River Basin Integrated Regional Water Management Plan Group by the Mayor and City Attorney, executing the attached Amended Memorandum of Understanding.

RECOMMENDATION: That the City Council:

1. Approve the First Amendment to the Memorandum of Understanding of the Tule River Basin Integrated Regional Water Management Plan Group, removing the Deer Creek & Tule River Authority, replacing the fiscal agent with Lower Tule for the Tule Basin IRWMP Group; and
2. Authorize the Mayor and City Attorney to execute the attached Amended Memorandum of Understanding.

ATTACHMENTS:

1. Memorandum of Understanding
2. First Amendment of the Tule Basin IRWMP MOU

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

MEMORANDUM OF UNDERSTANDING
Tule River Basin IRWMP Group

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), effective this _____, by and between the LOWER TULE RIVER IRRIGATION DISTRICT ("Lower Tule"), the PIXLEY IRRIGATION DISTRICT ("Pixley"), the PORTERVILLE IRRIGATION DISTRICT ("Porterville ID"), the SAUCELITO IRRIGATION DISTRICT ("Saucelito"), the TEA POT DOME WATER DISTRICT ("Tea Pot Dome"), the TERRA BELLA IRRIGATION DISTRICT ("Terra Bella"), the VANDALIA WATER DISTRICT ("Vandalia"), (the foregoing Parties shall hereafter be referred to as the "DCTRA Parties") the DEER CREEK & TULE RIVER AUTHORITY ("Authority"), the COUNTY OF TULARE ("County"), the CITY OF PORTERVILLE ("City"), ANGIOLA WATER DISTRICT, ("Angiola"), DEER CREEK STORM WATER DISTRICT, ("Deer Creek"), hereinafter collectively "Parties" and individually "Party", is made in light of the following:

RECITALS:

WHEREAS, both the Integrated Regional Water Management Planning Act of 2002, found in Division 6, Part 2.2 of the California Water Code, and the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002, found in Division 26.5 of the California Water Code, authorize and encourage public entities to develop an Integrated Regional Water Management Plan ("IRWMP");

WHEREAS, it is in the interest of the Parties, and the region served by the Parties, to have the water resources of each Party responsibly managed, protected and conserved to the extent feasible;

WHEREAS, the Parties desire to form a regional water management group, as defined in California Water Code §10539, to take the steps outlined in the Integrated Regional Water Management Planning Act of 2002 to prepare an IRWMP for the Tule Basin;

WHEREAS, the Parties are aware and acknowledge that this Agreement and the IRWMP are intended to comply with the Integrated Regional Water Management Planning Act of 2002 and the MOU is not for the purpose of forming a "groundwater sustainability agency" and the IRWMP is not intended to be a "groundwater sustainability plan" as those terms are defined by the Sustainable Groundwater Management Act of 2014 (SB 1168, AB 1739 and SB 1319, signed into law on September 16, 2014 referred to as "SGMA");

NOW, THEREFORE, it is mutually understood and agreed as follows:

Section 1: Definitions

1.1 "Tule River Basin" for the purposes of the IRWMP shall mean the area covered by the parties to this IRWMP, which will hereafter be determined by the Parties that become a party to the IRWMP. Parties acknowledge the boundaries of this Tule River Basin IRWMP are not the same boundaries of the Tule Basin as defined in California Department of Water Resources Bulletin 118.

1.2 "Tule River Basin IRWMP" shall be the name for the IRWMP, the preparation of which is the objective of this MOU.

1.3 "Tule River Basin IRWMP Group" shall mean the group of parties that have agreed to be a party to this MOU, which the parties hereto agree shall be responsible for preparation and implementation of the Tule River Basin IRWMP. The Tule River Basin IRWMP Group shall be governed and managed as provided in Section 4 herein.

1.4 "Special Project Agreement" shall mean an agreement between one or more of the Parties to this MOU and the remaining Parties of the Tule River Basin IRWMP Group for the administration of special project grant applications and for grant implementation for projects as may be identified in the Tule River Basin IRWMP or through subsequent processes thereunder. Costs in administering a Special Project Agreement shall not be shared under the terms of this agreement, specifically Section 3 hereof, and instead shall be paid by the proponents of the projects as shall be set forth in the Special Project Agreement.

1.5 "Authority" shall mean the Deer Creek and Tule River Authority a joint powers authority covering approximately 289,448 acres in Tulare County comprised of the the Lower Tule River Irrigation District, Pixley Irrigation District, Porterville Irrigation District, Saucelito Irrigation District, Stone Corral Irrigation District, Tea Pot Dome Water District, Terra Bella Irrigation District, and Vandalia Water District.

Section 2: Purposes and Goals

2.1 The Parties desire to coordinate their efforts to do the following:

2.1.1 Act as a regional water management group as defined in California Water Code §10539.

2.1.2 Follow the notice, hearing and other procedures outlined in California Water Code §10543, paragraphs (a) and (b), together with all other applicable laws, required for preparation of the Tule River Basin IRWMP.

2.1.3 Timely prepare the Tule River Basin IRWMP and adopt said IRWMP, all in accordance with the provisions of the Integrated Regional Water Management Planning Act of 2002 (California Water Code §10530 et seq.), together with all other applicable law.

2.1.4 Create a governing structure for the implementation and operation of the Tule River Basin IRWMP as more specifically identified herein.

2.1.5 Provide for project grant preparation, submission and implementation services for identified water supply and management enhancement projects to ensure that such projects are pursued in a manner that is consistent with the provisions of the adopted Tule River Basin IRWMP. It is understood that such services shall only be provided pursuant to Special Project Agreements providing for the payment of the costs of such services by project proponents.

Section 3: Cost Sharing

3.1. Each Party agrees to share the costs to accomplish the purposes and goals identified above in Section 2 according to the cost share allocations as provided in Exhibit A.

3.2 If no grant funds are obtained for the preparation of the Tule River Basin IRWMP, the Parties will perform such work only upon a majority vote of the Governing Board. No costs shall be incurred for a period of 60 days following such decision to allow for the withdrawal of a Party from this MOU pursuant to Section 5.1 below, unless all parties in writing consent to immediate incursion of costs.

3.3 The Authority shall be the fiscal agent for of all costs incurred in connection with the work authorized by this MOU. The Authority shall be responsible for notifying the other Parties of such costs. Each of the Parties shall pay its respective share of the costs within forty-five (45) days of notification of the same by the Authority. The Authority shall keep an accurate accounting of the invoices it receives and all monies received for the payment of same. Each of the Parties shall be entitled to inspect the records of the Authority with respect to the matters described in this Section 3.

3.4 Costs for Special Project Agreements. Costs in administering a Special Project Agreement shall not be shared under the terms of this agreement, specifically this Section 3 hereof, and instead shall be paid by the beneficiaries of the projects as shall be set forth in the Special Project Agreement.

Section 4: Governance

4.1 Governing Board. As the primary body involved with the governance of the Plan, the Tule River Basin IRWMP Group shall be led by a governing board ("the Governing Board") composed of one member of the Tule IRWMP Advisory Group (defined in Section 4.3) and one designated primary representative from each of the Parties to the MOU except for the Authority, together with those who may hereafter be added as members of the Tule River Basin IRWMP Group. Each Party shall also designate an alternate representative to attend meetings of the Governing Board when

the designated primary representative is unable to do so and in such situations the alternate representative shall represent the Party. A Chair and Vice Chair of the Governing Board shall be elected for a two year term by the members of the Governing Board from among its members. The Chair shall be the presiding officer at all Board meetings, and the Vice Chair shall serve in the absence of the Chair. The Governing Board members shall also appoint a Secretary by a majority vote. The Secretary is not required to be a member of the Board. The Secretary shall be responsible for keeping the minutes of all Board meetings and all of the official records of the Board.

4.2 Capacity of the Authority. It being recognized that the Authority is a Joint Powers Agency made up of the DCTRA Parties, among other public agencies, the Authority's interests are represented fully by the DCTRA Parties and therefore the Authority does not have the need for separate representation on the Governing Board and is not a party to the cost sharing provisions of this Agreement. However, the Authority is Party to this Agreement for the purpose of being designated as the fiscal agent of all of the Parties as described in Section 3.3 above for the purposes of implementing this MOU, and shall act in such capacity as requested and directed by the Governing Board. The Authority shall not otherwise be considered a separate party to this MOU, it does not have separate membership or representation on the Governing Board and the presence of an Authority representative shall not be included in determining whether a quorum is present for the Governing Board to take action. To the extent the Governing Board directs the Authority to undertake specific administrative actions in support of this MOU, the Governing Board shall authorize reimbursement of costs of such actions to be shared as shared costs pursuant to Section 3 of this Agreement.

4.3 Stakeholder Advisory Group. A stakeholder advisory group has participated extensively in many of the details involving the formation of the Tule River Basin IRWMP that preceded this MOU and will continue to be involved in reviewing the preparation, approval and implementation of the IRWMP. A group comprised of many of the same individuals and entity representatives, together with all other persons interested in the plan who desire to be a member of such group ("Tule IRWMP Advisory Group"), shall be formed to participate in advising the Governing Board on the drafting, adoption and implementation of the Plan. The initial members of the Tule IRWMP Advisory Group shall be as provided in Exhibit B. The Parties to this MOU are represented by their designee to the Governing Board. It is not the intention of this MOU that the Parties be members of both the Governing Board and the Advisory Group.

The Tule IRWMP Advisory Group shall elect from among its members a Chair and a Vice Chair to conduct the meetings of the Tule IRWMP Advisory Group. The Chair shall be the presiding officer at all Board meetings, and the Vice Chair shall serve in the absence of the Chair. The Tule IRWMP Advisory Group shall appoint one individual and one alternate to serve on the Governing Board for a term of two years each. The Tule IRWMP Advisory Group shall also select by a majority vote a Secretary for the Advisory Group. The Secretary is not required to be a member of the Advisory

Group. The Secretary shall be responsible for keeping the minutes of all Advisory Group meetings and all of the official records of the Advisory Group. Any votes by the Advisory Group shall be based on one vote per listed member.

The first meeting of the Tule IRWMP Advisory Group shall be called by the Chair of the Governing Board. Actions of the Tule IRWMP Advisory Group shall be by majority vote of those present at a duly called and noticed meeting and shall be limited to actions to advise the Governing Board and to appoint members to such Board in the manner provided in this paragraph 4.3.

4.4 Actions of the Governing Board. Actions requiring the approval of the Governing Board shall only be taken after approval of a majority of the Parties during a duly noticed meeting of the Governing Board with a quorum present. The quorum for the Governing Board to conduct a valid meeting is a majority of the Parties to this MOU. The aforementioned actions include, but are not limited to, adoption of the final recommended Tule River Basin IRWMP, any formal changes to the Plan, and changes to this MOU. Before taking any action to direct the performance of formal changes to the Plan, the Governing Board shall hold a public hearing and consider any and all advice from the Tule IRWMP Advisory Group and comments from other members of the public.

4.5 Upon preparation of the Tule River Basin IRWMP, the Governing Board shall conduct any required hearings and shall consider and take action as determined to recommend adoption of the plan by the governing bodies of the Parties hereto. The Tule River Basin IRWMP shall not be considered adopted until it has been accepted by all of the Parties through action of their governing legislative bodies. After such adoption, the Governing Board shall have decision making authority as described in the adopted Tule River Basin IRWMP.

4.6 Meetings. All meetings of the Governing Board or the Tule IRWMP Advisory Group may be called by the Chair of the respective group or any two members of the group by providing the notice of such meeting as required by law. Meetings of either shall be held in a location as designated by the Authority, unless the Governing Board or the Tule IRWMP Advisory Group takes action to hold one or more of its meetings at a different location. All meetings of the Governing Board and the Tule IRWMP Advisory Group shall be in compliance with the requirements of the Ralph M. Brown Act found in California Government Code Sections 54950 et seq.

Section 5. General Provisions

5.1. Term. This MOU shall become effective on the date first above written and shall remain in effect until terminated by the Parties. Any Party may terminate its participation in this MOU upon 60 days notice to the remaining Parties; provided, however, any Party so terminating its participation in this MOU shall be responsible for its share of the costs incurred by the Parties through the date of said notice. To the extent a Special Project Agreement involving the withdrawing Party is in effect at the

date of notice of termination, the terms of such Special Project Agreement shall remain in effect notwithstanding termination of that Party's interest in this MOU.

5.2 Additional Parties. Upon written approval of this MOU by all the Parties hereto, other local public agencies, as defined in California Water Code §10535, may become parties to this MOU.

5.3 Construction of Terms. This MOU is for the sole benefit of the Parties and shall not be construed as granting rights to or imposing obligations on any person other than the Parties.

5.4 Good Faith. Each Party shall use its best efforts and work in good faith for the expeditious completion of the purposes and goals of this MOU and the satisfactory performance of its terms.

5.5 Rights of the Parties and Constituencies. This MOU does not contemplate the Parties taking any action that would:

5.5.1 Adversely affect the rights of any of the Parties; or

5.5.2 Adversely affect the constituencies of any of the Parties.

5.6 Execution. This MOU may be executed in counterparts and the signed counterparts shall constitute a single instrument. The signatories to this MOU represent that they have the authority to sign this MOU and to bind the Party for whom they are signing.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding to be effective as of the date first above written.

Dated: _____

Lower Tule River Irrigation District

By: _____

Title: _____

Dated: _____

Approved as to form:

Attorney for Lower Tule River ID

Dated: _____

Pixley Irrigation District

By: _____

Title: _____

Dated: _____

Approved as to form:

Attorney for Pixley ID

Dated: _____

Porterville Irrigation District

By: _____

Title: _____

Dated: _____

Approved as to form:

Attorney for Porterville ID

Dated: _____

Saucelito Irrigation District

By: _____

Title: _____

Dated: _____

Approved as to form:

Attorney for Saucelito ID

Dated: _____

Terra Bella Irrigation District

By: _____

Title: _____

Dated: _____

Approved as to form:

Attorney for Terra Bella ID

Dated: _____

Tea Pot Dome Water District

By: _____

Title: _____

Dated: _____

Approved as to form:

Attorney for Tea Pot Dome WD

Dated: _____

Vandalia Water District

By: _____

Title: _____

Dated: _____

Approved as to form:

Attorney for Vandalia Water District

Dated: _____

Deer Creek & Tule River Authority

By: _____

Title: _____

Dated: _____

Approved as to form:

Attorney for DCTRA

Dated: _____

County of Tulare

By: _____

Title: _____

Dated: _____

Approved as to form:

Tulare County Counsel

Dated: July 1, 2015

City of Porterville

By: Milt Stone

Title: _____

Dated: 7-7-15

Approved as to form:

[Signature]

Attorney for City of Porterville

Dated: _____

Angiola Water District

By: _____

Title: _____

Dated: _____

Approved as to form:

Attorney for Angiola WD

Dated: _____

Deer Creek Storm Water District

By: _____

Title: _____

Dated: _____

Approved as to form:

Attorney for Deer Creek Storm Water District

Exhibit A
Cost Sharing Allocations

The costs of the items described in Section 2.1.1 – 2.1.4 shall be shared between the member agencies, Lower Tule, Pixley, Porterville ID, Saucelito, Tea Pot Dome, Terra Bella, Vandalia, County, City, Angiola, and Deer Creek with each member agency paying an equal share of the costs.

Costs under Section 2.1.5 shall be paid for by the beneficiaries as specified in the applicable Special Project Agreement.

Each of the eleven parties to this Agreement shall equally share the initial costs of this Agreement.

Exhibit B
Initial List of Stakeholder Group

Allensworth Community Services District

Alpaugh Community Services District

Campbell Moreland Ditch Company

Community Water Center

Ducor Community Services District

Pioneer Water Company

Pixley Public Utility District

Poplar Community Services District

Porta Vista Public Utility District

Self-Help Enterprises

Teviston Community Services District

Tipton Community Services District

Woodville Public Utility District

**FIRST AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING
Tule River Basin IRWMP Group**

THIS FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING ("MOU"), effective this _____, by and between the LOWER TULE RIVER IRRIGATION DISTRICT ("Lower Tule"), the PIXLEY IRRIGATION DISTRICT ("Pixley"), the PORTERVILLE IRRIGATION DISTRICT ("Porterville ID"), the SAUCELITO IRRIGATION DISTRICT ("Saucelito"), the TEA POT DOME WATER DISTRICT ("Tea Pot Dome"), the TERRA BELLA IRRIGATION DISTRICT ("Terra Bella"), the VANDALIA WATER DISTRICT ("Vandalia"), the COUNTY OF TULARE ("County"), the CITY OF PORTERVILLE ("City"), ANGIOLA WATER DISTRICT, ("Angiola"), DEER CREEK STORM WATER DISTRICT, ("Deer Creek"), hereinafter collectively "Parties" and individually "Party", is made in light of the following:

RECITALS:

WHEREAS, both the Integrated Regional Water Management Planning Act of 2002, found in Division 6, Part 2.2 of the California Water Code, and the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002, found in Division 26.5 of the California Water Code, authorize and encourage public entities to develop an Integrated Regional Water Management Plan ("IRWMP");

WHEREAS, the Parties have previously acted to adopt a Memorandum of Understanding, ("MOU") concerning the formation of a regional water management group, referred to herein as the "Tule River Basin IRWMP Group";

WHEREAS, the Parties have prepared and adopted an IRWMP for the Tule Basin pursuant to that MOU, however the joint powers authority, the DEER CREEK & TULE RIVER AUTHORITY ("Authority") named in the original MOU is in the process of dissolving;

WHEREAS, under the prior MOU the Authority was considered a party to the MOU and acted as the fiscal agent for the Tule River Basin IRWMP Group;

WHEREAS, the Parties are hereby amending the prior MOU to state that the Authority will no longer be a member and authorize Lower Tule to act as the fiscal agent for the Tule River Basin IRWMP Group under the MOU;

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. Section 3.3 of the MOU, which appointed the Authority as the fiscal agent is hereby deleted and replaced the following paragraph, which appoints Lower Tule as the fiscal agent for the Tule River Basin IRWMP Group:

3.3 Lower Tule shall assume the duties of the fiscal agent in place of the Authority for of all costs incurred in connection with the work authorized by this MOU. Lower Tule shall obtain all records of matters previously handled by the Authority when it was acting as the fiscal agent for the Parties to the MOU. Lower Tule agrees that it shall assume management of the records as fiscal agent and continue collection and payment of cost share allocations pursuant to the MOU. Lower Tule shall be responsible for notifying the other Parties of such costs. Each of the Parties shall pay its respective share of the costs within forty-five (45) days of notification of the same by Lower Tule. Lower Tule shall keep an accurate accounting of the invoices it receives and all monies received for the payment of same. Each of the Parties shall be entitled to inspect the records of Lower Tule with respect to the matters described in this Section 3.3. To the extent the IRMWP Governing Board directs Lower Tule to undertake specific administrative actions in support of this MOU as the fiscal agent, the IRMWP Governing Board shall authorize reimbursement to Lower Tule of such costs.

2. Parties agree that Section 4.2 of the MOU, which recognized the capacity of the Authority, is no longer necessary. With the dissolution of the Authority it will no longer be a party to the MOU and Section 4.2 is deleted from the MOU.

3. Except as specifically modified and amended herein, all the terms, provisions, requirements, and specifications contained in the MOU remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment to the Memorandum of Understanding to be effective as of the date first above written.

Dated:_____

Lower Tule River Irrigation District

By:_____

Title:_____

Approved as to form:

Attorney for Lower Tule River ID

Dated:_____

Pixley Irrigation District

By:_____

Title:_____

Approved as to form:

Attorney for Pixley ID

Dated:_____

Porterville Irrigation District

By:_____

Title:_____

Approved as to form:

Attorney for Porterville ID

Dated:_____

Saucelito Irrigation District

By:_____

Title:_____

Approved as to form:

Attorney for Saucelito ID

Dated:_____

Terra Bella Irrigation District

By:_____

Title:_____

Approved as to form:

Attorney for Terra Bella ID

Dated: _____

Tea Pot Dome Water District

By: _____

Title: _____

Approved as to form:

Attorney for Tea Pot Dome WD

Dated: _____

Vandalia Water District

By: _____

Title: _____

Approved as to form:

Attorney for Vandalia Water District

Dated: _____

County of Tulare

By: _____

Title: _____

Approved as to form:

Tulare County Counsel

Dated: _____

City of Porterville

By: _____

Title: _____

Approved as to form:

Attorney for City of Porterville

Dated: _____

Angiola Water District

By: _____

Title: _____

Approved as to form:

Attorney for Angiola WD

Dated: _____

Deer Creek Storm Water District

By: _____

Title: _____

Approved as to form:

Attorney for Deer Creek Storm Water District



CITY COUNCIL AGENDA – FEBRUARY 1, 2022

SUBJECT: Request to set Public Hearing for the Review and Adoption of the 2020 Urban Water Management Plan

SOURCE: Public Works

COMMENT: The Urban Water Management Plan (UWMP) is a requirement of the Urban Water Management Planning Act (UWMPA) (Division 6, Part 2.6 of the California Water Code (CWC) §10610-10656). The UWMPs must be submitted to the Department of Water Resources (DWR). The submittal is a requirement of the UWMPA, including the most current amendments that have been made. The UWMPA applies to urban water suppliers with 3,000 or more connections being served or supplying more than 3,000 acre-feet (AF) of water annually; the City serves more than 17,000 connections and annually supplies more than 10,000 AF of water.

UWMPs are required of the state's urban water suppliers in an effort to assist with resource planning and to ensure adequate water supplies are available for future use. A secondary purpose of the UWMP is to provide for a plan or series of plans during water drought situations. This plan was prepared according to the requirements of the CWC, UWMPA, and the UWMP 2020 Guidebook.

The 2020 UWMP calculates the City's average water use in gallons per capita per day (GPCD). The GPCD is used to form a baseline across a ten-year period; 2001 to 2010. The City's ten-year baseline GPCD is 195 GPCD. The City's 2020 GPCD target of 179 GPCD is based on the hydrologic region target for the Tulare Lake region. The midpoint between the baseline and the 2020 target is the 2015 interim target of 187 GPCD. The DWR Population Tool was used to calculate the City's Service Area Population in determining the City's 2020 compliance year GPCD of 133 GPCD. The City met the 2020 target of 179 GPCD in the year 2020 with an actual per capita water use of 133 GPCD. These efforts were achieved through community conservation and operational efficiencies. Staff's recommendation is to set a Public Hearing for March 1, 2022, to receive public comment prior to Council Adoption of the 2020 UWMP.

RECOMMENDATION: That the City Council:

1. Direct the City Clerk to publish the Public Notice in the Porterville Recorder once a week for two successive weeks with at least 5 intervening days between publication dates; and
2. Set the Council meeting of March 1, 2022, as the time and the

place for a Public Hearing.

ATTACHMENTS: 1. Draft 2020 Urban Water Management Plan

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



City of Porterville

2020 URBAN WATER MANAGEMENT PLAN

DRAFT FINAL | January 2022





City of Porterville

2020 URBAN WATER MANAGEMENT PLAN

DRAFT FINAL | January 2022

This document is released for the purpose of
information exchange review and planning
only under the authority of
Anthony M. Cemo,
January 26, 2022,
State of California, PE 87929.

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Abbreviations

°F	degrees Fahrenheit
AB	State Assembly Bill
ac-ft	acre-feet
ADMMF	average day maximum month flow
AFY	acre-feet per year
AWIA	America's Water Infrastructure Act of 2018
AWWA	American Water Works Association
BMP	Best Management Practices
Carollo	Carollo Engineers, Inc.
CCR	Annual Consumer Confidence Report
CD	compact disc
CII	commercial, industrial, and institutional
CIMIS	California Irrigation Management Information System
CIP	Capital Improvement Plan
City	City of Porterville
CUWCC	California Urban Water Conservation Council
CV	Central Valley
CVP	Central Valley Project
CWC	California Water Code
DAC	disadvantage communities
DAFT	dissolved air flotation thickeners
DMM	demand management measures
DPR	direct potable reuse
DRA	Drought Risk Assessment
DWR	California Department of Water Resources
ERP	Emergency Response Plan
ETGSP	Eastern Tule Groundwater Sustainability Plan
ETo	evapotranspiration
FKC	Friant-Kern Canal
gpcd	gallons per capita day
GSA	Eastern Tule Groundwater Sustainability Agency
IMP	Integrated Master Plan
in	inch
MCL	maximum contaminant level
MDD	maximum day demand
MFR	multi-family residential

MG	million gallons
mg/L	milligrams per liter
mgd	million gallons per day
MHI	median household income
MJLHMP	Multi-Jurisdictional Local Hazard Mitigation Plan
MOU	Memorandum of Understanding
PID	Porterville Irrigation District
PVPUD	Porter Vista Public Utilities District
RRA	risk and resilience assessment
RUWMP	Regional Urban Water Management Plan
RWFS	Recycled Water Feasibility Study
SB	Senate Bill
SCC	DWR Success Lake
SFR	single-family residential
SGMA	Sustainable Groundwater Management Act
SID	Saucelito Irrigation District
TPDID	Tea Pot Dome Irrigation District
UDB	urban development boundary
USBR	United States Bureau of Reclamation
USGS	United States Geological Survey
UWMP	Urban Water Management Plan
UWMPA	Urban Water Management Planning Act
WSCP	water shortage contingency plan
WUE	Water Use and Efficiency
WWTF	wastewater treatment facility

Chapter 1

INTRODUCTION AND LAY DESCRIPTION

1.1 Lay Description

The City of Porterville (City) 2020 Urban Water Management Plan (UWMP) provides the City with a reliable water supply management plan to describe their past, present, and future water system supply, and demand performance. The 2020 UWMP presents a thorough understanding of the City's existing system demand and supply sources and includes baseline supply and demand conditions to better prepare the City to strategically manage future environmental challenges. These challenges can include, but certainly are not limited to climate change, decrease in water supplies, natural hazards, and water quality variability. This plan also considers future planning preparation for changes in land-use, population growth, infrastructure developments, and government regulations. This document serves to be a general synopsis of the City's water system and supply sources and to consider its system characteristics given both environmental variability and the ever-changing dynamic of the City.

1.2 Background and Purpose

The California Water Code (CWC) requires urban water suppliers within the state to prepare and adopt UWMPs for submission to the California Department of Water Resources (DWR). The UWMP, which must be filed every five years, must satisfy the requirements of the Urban Water Management Planning Act (UWMPA) of 1983, including amendments that have been made to the Act. The UWMPA requires urban water suppliers servicing 3,000 or more connections, or supplying more than 3,000 acre-feet (ac-ft) of water annually, to prepare a UWMP.

The purpose of the UWMP is to maintain efficient use of urban water supplies, continue to promote conservation programs and policies, ensure that sufficient water supplies are available for future beneficial use, and provide a mechanism for response during water drought conditions. This document, which was prepared in compliance with the CWC, and as set forth in the 2020 Urban Water Management Plan Guidebook for Urban Water Suppliers (March 2021) established by the DWR, constitutes the City 2020 UWMP.

This 2020 UWMP was prepared in compliance with the UWMPA (CWC §10610 et seq.) and the Water Conservation Bill of 2009 (Senate Bill [SB] X7-7) by Carollo Engineers, Inc. (Carollo). Contact information for the City and Carollo Engineers is included in the Contact Sheet provided at the beginning of this document.

The City recognizes the importance of maintaining a high-quality reliable water supply. Although water is a renewable resource, it is limited. A long-term reliable supply of water is essential to protect the local and state economy. The main focus for the City is to provide high quality water, maximize the efficient use of water, and promote conservation.

1.2.1 Previous Urban Water Management Plan

The City previously prepared an UWMP in 2015, which was approved and adopted on February 20, 2018. Following adoption, the 2015 UWMP was submitted to and formally approved by the DWR. The 2020 UWMP report serves as an update to the 2015 UWMP and pulls extensively from that report. References used in the writing of this report as well as the 2015 UWMP can be found in Appendix C.

1.3 Urban Water Management Planning and the California Water Code

The CWC sections applicable to UWMPs are summarized in the sections below.

1.3.1 Urban Water Management Planning Act

In 1983, State Assembly Bill (AB) 797 modified the CWC Division 6 by creating the UWMPA. Several amendments to the original UWMPA, which were introduced since 1983, have increased the data requirements and planning elements to be included in the UWMPs.

Initial amendments to the UWMPA required that total projected water use be compared to water supply sources over the next 20 years, in 5-year increments. DWR guidelines also suggest projecting through a 25-year planning horizon to maintain a 20-year timeframe until the next UWMP update has been completed.

Other amendments require that UWMPs include provisions for recycled water use, demand management measures (DMMs), and a water shortage contingency plan (WSCP). The UWMPA requires a WSCP which meets the specifications set forth therein. Recycled water was added in the reporting requirements for water usage and figures prominently in the requirements for evaluation of alternative water supplies when future projections predict the need for additional water supplies. Each urban water purveyor must coordinate the preparation of the WSCP with other urban water purveyors in the area, to the extent practicable. Water suppliers must also describe their water DMMs that are being implemented or are scheduled for implementation.

In addition to the UWMPA and its amendments, there are several other regulations that are related to the content of the UWMP. In summary, the key relevant regulations are:

- AB 1420: Requires implementation of DMMs/Best Management Practices (BMP) and meeting the 20-by-2020 targets to qualify for water management grants or loans.
- AB 1420: Requires a plan to quantify and report on distribution system water loss.
- AB 1420: Provides for water use projections to display and account for the water savings estimated to result from adopted codes, standards, ordinances, or transportation and land use plans, when that information is available and applicable to an urban water supplier.
- AB 1465: Requires water suppliers to describe opportunities related to recycled water use and stormwater recapture to offset potable water use.
- Amendments SB 610 (Costa, 2001) and AB 901 (Daucher, 2001): Require counties and cities to consider information relating to the availability of water to supply new large developments by mandating the preparation of further water supply planning (Daucher) and Water Supply Assessments (Costa).
- SB 1087: Requires water suppliers to report single-family residential (SFR) and multi-family residential (MFR) projected water use for lower income areas separately.

- Amendment SB 318 (Alpert, 2004): Requires the UWMP to describe the opportunities for development of desalinated water, including but not limited to, ocean water, brackish water, and groundwater, as long-term supply.
- AB 105 (Wiggins, 2004): Requires urban water suppliers to submit their UWMPs to the California State Library.
- SB X7-7: Requires development and use of new methodologies for reporting population growth estimates, base per capita use, and water conservation. An agency can choose from four methods to establish their interim (2015) and year 2020 water conservation targets.
- AB 2067: Requires water suppliers to provide narratives of water DMMs.
- SB 1036: Provides for an urban water supplier to include certain energy-related information, including, but not limited to, and estimate of the amount of energy used to extract or divert water supplies.
- AB 2409: Requires urban water suppliers to analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains separately from swimming pools and spas.

1.3.2 New Requirements to the Water Code since the 2015 UWMPs

The major new requirements to the CWC since 2015 UWMPs are summarized in Table 1-1.

Table 1.1 Applicable Changes to the Water Codes Since 2015 UWMPs

Topic	Summary
Five Consecutive Dry-Year Water Reliability Assessment	The Legislature modified the dry-year water reliability planning from a "multiyear" time period to a "drought lasting five consecutive water years" designation.
Drought Risk Assessment	The Drought Risk Assessment (DRA) requires a Supplier to assess water supply reliability over a five-year period from 2021 to 2025 that examines water supplies, water uses, and the resulting water supply reliability under a reasonable prediction for five consecutive dry years.
Seismic Risk	Requires Suppliers to specifically address seismic risk to various water system facilities and to have a mitigation plan.
Water Shortage Contingency Plan	Supplier must provide a standalone document that provides an action plan for a drought or catastrophic water supply shortage. The WSCP includes requirements that are more prescriptive than previous UWMPs.
Groundwater Supplies Coordination	Water Code now requires Suppliers' 2020 UWMPs to be consistent with Groundwater Sustainability Plans, in areas where those plans have been completed by Groundwater Sustainability Agencies.
Lay Description	Suppliers to include a lay description of the fundamental determinations of the UWMP, especially regarding water service reliability, challenges ahead, and strategies for managing reliability risks. This section of the UWMP could be viewed as a go-to synopsis for new staff, new governing members, customers, and the media, and it can ensure a consistent representation of the Supplier's detailed analysis.

1.3.3 Water Conservation Act of 2009 (SB X7-7)

Beginning in 2016, retail water suppliers are required to comply with the Water Conservation Act of 2009 requirements in SB X7-7 in order to be eligible for State water grants or loans. Refer to Chapter 5 for detailed information on SB X7-7.

1.4 Report Organization

This UWMP contains ten chapters, followed by appendices that provide supporting documentation for the information presented in the report. The chapters are briefly described below:

- Chapter 1 – Introduction and Lay Description. This chapter presents a lay description and the purpose of this UWMP stressing the importance and extent of the water management planning efforts.
- Chapter 2 – Plan Preparation. This chapter provides information on the process for developing the UWMP as well as coordination efforts with appropriate local agencies and discusses the measures used to solicit public participation during the development of the UWMP.
- Chapter 3 – System Description. This chapter presents a description of the water purveyor's service area and its characteristics including climate, population, and other demographic factors.
- Chapter 4 – Customer Water Use. This chapter presents a description of the water purveyor's current and projected water uses within the service area in five-year increments.
- Chapter 5 – Conservation Target Compliance. This chapter presents information on the water purveyor's compliance with the 2020 per-capita water conservation mandate. Demonstrate that the 2020 target adopted in the 2015 UWMP was met in 2020. This chapter provides analyses and calculations associated with the water conservation target pursuant to SB X7-7.
- Chapter 6 – System Supplies. This chapter presents a description of the water purveyor's current and projected potable and non-potable water supply sources including information on the usage groundwater and an overview of usage of recycled water. This chapter includes information on the water purveyor's future considerations of a recycled water system.
- Chapter 7 – Water System Reliability. This chapter presents the reliability of the water purveyor's water system. This includes a discussion on future water reliability. In addition, there is an analysis of supply availability in a normal, single dry year and in five consecutive dry years. This chapter also includes the DRA.
- Chapter 8 – Water Shortage Contingency Planning. This chapter includes an urban water shortage contingency analysis that includes stages of action to be undertaken in the event of water supply shortages; prohibitions consumption reduction methods and penalties; actions to be taken during a catastrophic interruption of service; and a mechanism for measuring water use reduction.
- Chapter 9 – Demand Management Measures. This chapter communicates the water purveyor's efforts to promote conservation and to reduce demand. The chapter includes narratives on each DMM.
- Chapter 10 – Plan Adoption, Submittal, and Implementation. This chapter describes the steps taken to adopt, submit, and implement the UWMP and make it publicly available.

Chapter 2

PLAN PREPARATION

This section includes specific information on how the UWMP was developed, including efforts in coordination and outreach.

2.1 Basis for Plan Preparation

CWC 10617 requires that urban water suppliers with 3,000 or more service connections or supplying 3,000 or more ac-ft of water per year prepare an UWMP every five years.

10617 "Urban water supplier" means a supplier, either publicly, or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually. An urban water supplier includes a supplier or contractor for water, regardless of the basis of right, which distributes or sells for ultimate resale to customers. This part applies only to water supplied from public water systems...

2.1.1 Public Water Systems

California Health and Safety Code 116275 (h) "Public Water System" means a system for the provision of water for human consumption through pipes or other constructed conveyances that has 15 or more service connections or regularly serves at least 25 individuals daily at least 60 days out of the year.

To demonstrate the basis of reporting, the Public Water Systems services by the City are listed in Table 2.1. As listed in Table 2.1, the City of Porterville served 1 public water system with a total of 17,063 connections and supplied a total of 3,647 million gallon (MG) (11,192 acre-feet per year [AFY]) in year 2020.

Table 2.1 Retail Only: Public Water Systems

Public Water System Number	Public Water System Name	Number of Municipal Connections 2020	Volume of Water Supplied 2020
5410010	City of Porterville	17,063	3,647
Total		17,063	3,647

2.2 Individual Planning and Compliance

This UWMP reports solely on the City's service area, as shown in Table 2.2. The City has notified and coordinated with appropriate regional agencies and constituents as identified in Table 2.5

Table 2.2 Plan Identification

Select Only One	Type of Plan	Name of RUWMP or Regional Alliance, if applicable
☒	Individual UWMP	
☐	Water Supplier is also a member of RUWMP	
☐	Water Supplier is also a member of a Regional Alliance	
☐	Regional Urban Water Management Plan (RUWMP)	

2.3 Calendar Year and Units of Measure

CWC 1608.20 (a) (1) Urban retail water suppliers...may determine the targets on a fiscal year or calendar year basis.

The City is reporting on a calendar year basis and therefore, 2020 data includes the months of January to December 2020. Table 2.3 indicates the City type of reporting year, and the units of measure for reporting water volumes throughout the 2020 UWMP.

Table 2.3 Supplier Identification

Type of Supplier (select one or both)	
☐	Supplier is a wholesaler
☒	Supplier is a retailer
Fiscal or Calendar Year (select one)	
☒	UWMP tables are in calendar years
☐	UWMP tables are in fiscal years
Units of Measure Used in UWMP (select from drop down)	
Unit	MG

2.4 Coordination and Outreach

The UWMPA requires that the UWMP identify the water agency's coordination with appropriate nearby agencies. The City coordinated its efforts with relevant agencies and parties to ensure that the data and issues discussed in the plan are presented accurately. These agencies are listed in Table 2.5.

2.4.1 Wholesale and Retail Coordination

Retail agencies that receive a water supply from one or more wholesalers are required to provide wholesalers with projected water demand from that source, in five-year increments for 20 years. The City does not purchase or receive potable water from a wholesaler. Therefore, Table 2.4 is Not applicable.

Table 2.4 Retail: Water Supplier Information Exchange

The retail Supplier has informed the following wholesale supplier(s) of projected water use in accordance with Water Code Section 10631.

Wholesale Water Supplier Name (Add additional rows as needed)

Not Applicable

2.4.2 Coordination with Other Agencies and the Community

10620 (d)(2) Each urban water supplier shall coordinate the preparation of its plan with other appropriate agencies in the area including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.

10642. Each urban water supplier shall encourage the active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan...

The City solicited participation from other agencies, organizations, and the community for the preparation of the 2020 UWMP. Table 2.5 summarizes how the UWMP preparation was coordinated.

Table 2.5 Coordination with Appropriate Agencies

Coordinating Agencies	Notified of UWMP Update	Commented on the Draft	Attended Public Meetings	Was Contacted for Assistance	Was Sent a Copy of the Draft Plan	Was Sent a Notice of Intention to Adopt	Not Involved No Information
Porterville ID	X				X		X
Terra Bella ID	X				X		X
Saucelito ID	X				X		X
Lower Tule ID	X				X		X
Vandalia ID	X				X		X
Porter Vista Public Utilities District	X				X		X
Tea Pot Dome ID	X				X		X
Tulare County	X				X		X
Tule River Association	X				X		X
Eastern Tule GSA	X				X		X

2.4.3 Notice to Cities and Counties

CWC 10621 (b) requires that agencies notify cities and counties to which they serve water that the City's UWMP is being updated and reviewed.

10621(b) Every urban water supplier required to prepare a plan pursuant to this part shall, at least 60 days before the public hearing on the plan required by Section 10642, notify a city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.

The City of Porterville only provides water within their urban development boundary (UDB). Even though the City does not provide water supply to other cities, counties, or districts, outside the water service area the City has provided formal written notification to the list of agencies in Table 2.5 that the City's UWMP was being updated. In accordance with the UWMPA, this notification was provided at least 60 days prior to the public hearing of the plan. Electronic copies of the final UWMP will be provided to the parties notified no later than 30 days after its submission to DWR. Appendix D contains copies of outreach documents.

Notices were published informing interested parties that the draft 2020 UWMP was available for review. Pursuant to California Code Section 6066, a notification of the time and place of the public hearing was published in the local newspaper on February 1st, 2022 and February 8th, 2022. A notice was also posted on City's website. Copies of these notifications are included in Appendix D.

The Final Draft 2020 UWMP was presented to the Porterville City Council as a discussion item on February 15th, 2022 for a public hearing followed by adoption by resolution. This hearing provided an opportunity for the City's customers, residents, and employees to learn and ask questions about the current and future water supply of Porterville. A copy of the associated documentation is included in Appendix B.

Chapter 3

SYSTEM DESCRIPTION

The UWMPA requires that the UWMP include a thorough description of the water system, service area, and various aspects of the area served including climate, population, and other demographic factors.

10631. (a) Describe the service area of the supplier, including current and projected population, climate, and other demographic factors affecting the supplier's water management planning. The projected population estimates shall be based upon data from the state, regional, or local service agency population projections within the service area of the urban water supplier and shall be in five-year increments to 20 years or as far as data is available.

3.1 General Description

The City of Porterville is located in central California on the east side of the San Joaquin Valley. The City is adjacent to the Sequoia National Forest and the Sierra Nevada Foothills in Tulare County. Porterville is approximately 70 miles southeast of the City of Fresno and 50 miles north of the City of Bakersfield. Figure 3-1 depicts the City of Porterville's Regional Location Map. The City is bisected by the Tule River which is sourced by precipitation from the Sierra Nevada Mountains. Operation of the Tule River is regulated by the U.S. Army Corps of Engineers Success Dam located approximately five miles east of the City. During wet years, floodwaters are controlled by Success Dam. The Central Valley Project's (CVP) Friant Kern Canal conveyance facility passes the City on its western boundary. This canal is sourced from the San Joaquin River Watershed and is managed by the Friant Water Authority. The City does not receive surface water from the Canal. The City limits encompass the Porterville Municipal Airport, the Sports Complex, and various agricultural land for treated wastewater management to the southwest of the City proper. The city uses recycled water as a means of treated wastewater effluent disposal for unrestricted agricultural irrigation to select parcels near the airport, see section 6.6 in Chapter 6. This area is also served by the City water system. Additionally, the Porterville Developmental Center or also known as the State Hospital directly east of the City is included in the City limits, however, receives its water supply from on-site wells. The Developmental Center receives sewer service from the City.

The City is a part of the Eastern Tule Groundwater Sustainability Agency (GSA) which also includes, Porterville Irrigation District, Saucelito Irrigation District, Teapot Dome Water District, Vandalia Water District, Terra Bella Irrigation District, Kern-Tulare Water District, and Tulare County.

East Porterville is an unincorporated section of the City that historically has only partly been serviced by the City's public water distributions system. Recent drought conditions have led to an emergency water shortage for East Porterville residents resulting in reduced groundwater elevation causing wells to run dry. The City and DWR have implemented a program to connect parts of East Porterville residents to the City's water distribution system over the span of a few years. The City began this program in 2016 and connected approximately 725 connections

between 2016 and 2020. East Porterville is currently within the City's 2030 General Plan UDB and Sanitary Sewer Service is still managed by the Porter Vista Public Utilities District, but is treated at the City's waste water treatment facility.

3.1.1 Description of Transmission, Treatment, and Distribution Facilities

The City of Porterville drinking water supply is solely from groundwater wells. As mentioned, the City does not receive any surface water from the Tule River or the Friant Kern Canal. The City does not participate in any surface drinking water exchanges with the local water agencies included in the Eastern Tule GSA. The City's groundwater supply is extracted using 36 active wells scattered throughout the water service area that pump directly into the water distribution system, however a few of these wells are on standby for high demands. Extracted groundwater is chlorinated at the wellheads to provide disinfectant residual in the distribution system. In total, Porterville's water service area encompasses 11,904 acres, or approximately 18.6 square miles. The City has approximately 276 miles of water distribution pipeline ranging from sizes 4- to 16-inches in diameter. Figure 3.2 shows the City's water service area, wells, and water transmission main layout.

3.2 Service Area Climate

10631(a). A plan shall... Describe the service area of the supplier, including ... climate...

10630. It is the intention of the Legislature, in enacting this part, to permit levels of water management planning... while accounting for impacts of climate change.

The City's service area climate is a semi-arid, Mediterranean environment with cold winters, warm summers, and moderate rainfall. The City experiences generally dry weather conditions throughout the year with rain occurring through the months of November through April. Average monthly evapotranspiration (ET_o) rates, rainfall, and temperature are summarized in Table 3.1.

Table 3.1 Climate Characteristics

Month	Standard Monthly Avg. ET _o ⁽¹⁾ (in)	Monthly Avg. Rainfall ⁽²⁾ (in)	Min Monthly Avg. Temp ⁽²⁾ (°F)	Max Monthly Avg. Temp ⁽²⁾ (°F)
January	1.24	2.21	35.50	56.90
February	1.96	2.06	38.40	63.80
March	3.41	1.94	41.10	69.50
April	5.10	1.14	44.90	76.70
May	6.82	0.44	50.40	85.10
June	7.80	0.11	56.10	93.00
July	8.06	0.01	61.40	99.10
August	7.13	0.02	59.50	97.30
September	5.40	0.18	54.80	91.50
October	3.72	0.55	47.10	80.70
November	1.80	1.18	38.90	67.50
December	0.93	1.79	35.20	57.50
Annual	53.37	11.63	46.94	78.22

Notes:

- (1) California Irrigation Management Information System (CIMIS) Station 169 Porterville. Represents Monthly average ET_o from August 2000 to February 2019, Zone 12.
- (2) Source: Western Regional Climate Center Lindsay (044957). Represents monthly average from December 1913 to June 2016.

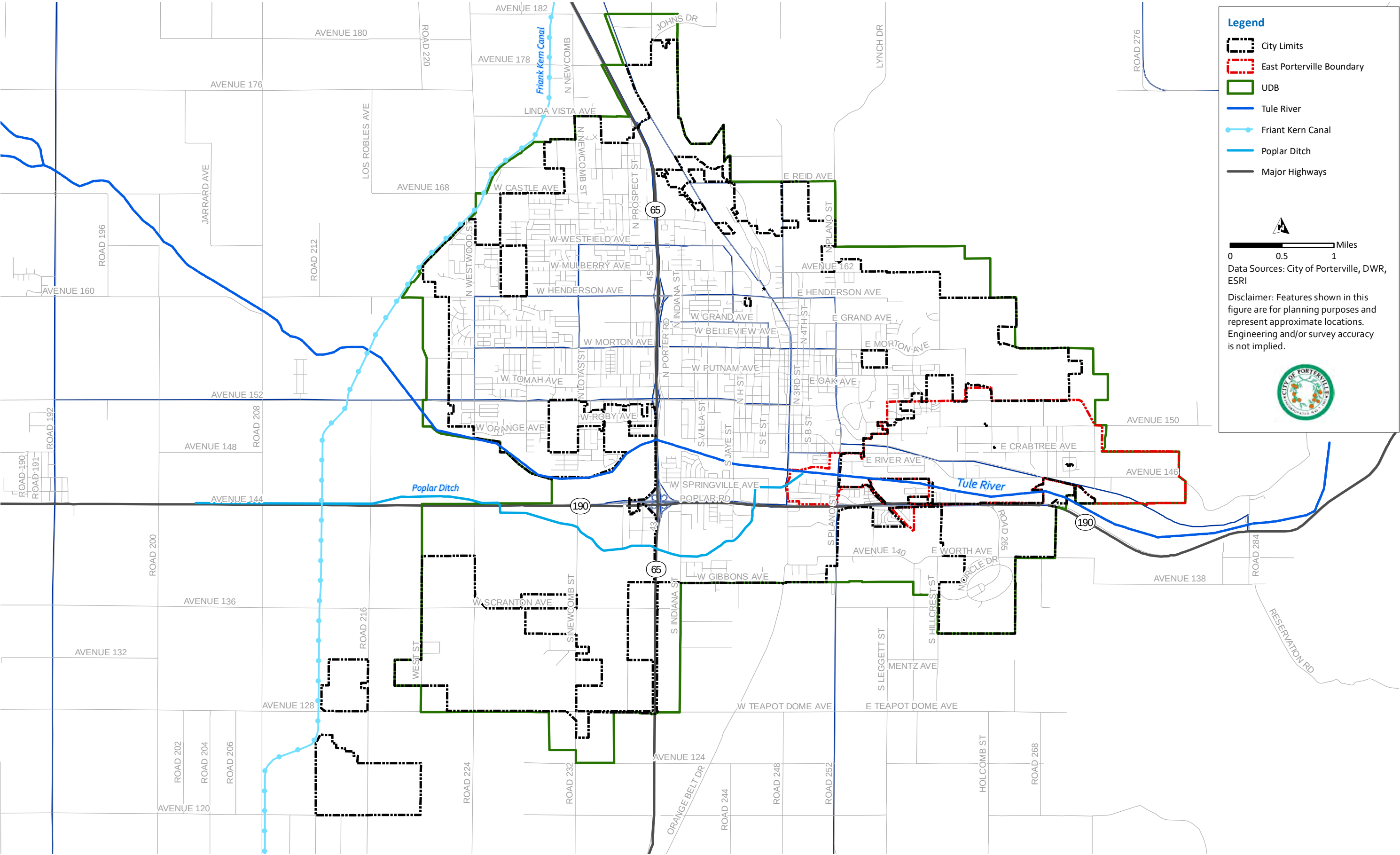


Figure 3.1 Porterville Regional Location Map

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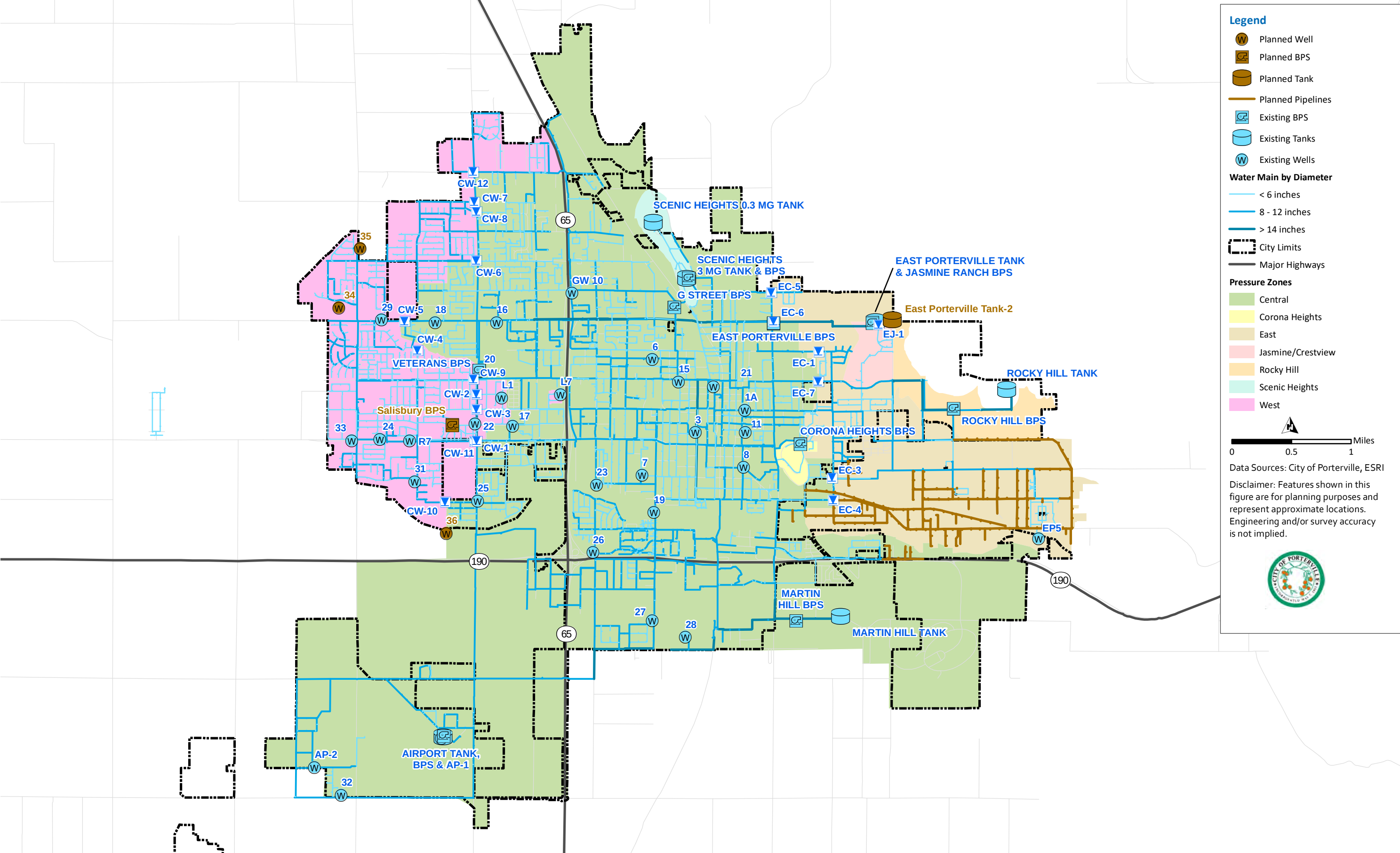


Figure 3.2 Porterville Water Distribution System

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As shown in Table 3.1, the City's service area's average monthly temperature ranges from about 47 to 78°F. Total annual values of ETo and precipitation are 53.37 inches and 11.62 inches, respectively. Records show that the average monthly precipitation ranges from 0 to 2 inches with most of the precipitation typically occurring from November through April.

3.3 Climate Change

Climate change in California has the potential to increase temperature, reduce snowfall and extend periods of severe drought. Porterville is located in the Tulare Lake Hydrologic Region which encompasses roughly 17,000 square miles in the southern San Joaquin Valley. In this region, the following climate effects are likely expected in the future:

- Crops affected by reduced winter chill hours, increasing extreme heat days, and increasing evapotranspiration therefore requiring more irrigation.
- Loss of snowpack reduces reliability of surface water and replenishment of local supplies, resulting in greater demand for groundwater.
- Higher likelihood of extreme wet and dry years.
- Increased frequency of flooding in low-lying areas.
- Average annual maximum temperatures likely to increase 5 to 9 degrees F by the year 2100.

These climate change affects all have potential to impact the water supply of the City. The groundwater aquifers in the Central Valley are generally recharged through a combination of precipitation through rainfall and percolation through the various rivers and canals sourced from the Sierra snow melt. With a decrease in groundwater recharge and increase in average temperatures and overall demand, a perfect storm of low supply and increased use limits the availability of groundwater for all users in the Valley.

The City of Porterville is completely reliant upon groundwater for its drinking water supply. The City is surrounded by agricultural land varying in citrus, vegetable, nut, and grain crops which receive water from either an irrigation district supplied from the Friant-Kern Canal or a private agricultural well. Groundwater levels have dropped significantly over the last drought period as outlined in the Eastern Tule Groundwater Sustainability Plan (ETGSP). With a significant reduction in surface water allocations most farmers and surrounding communities were left with no choice but to utilize the groundwater supply for agricultural use.

Drought conditions initially cause increase in demand with increase temperatures and reduced precipitation. The diurnal pattern of demand over an average year peaks in the hotter months for landscape irrigation, recreation, and agricultural uses. Over-pumping leaves the City's groundwater supply and pumping effectiveness quite vulnerable to significant reductions in groundwater elevations from a rise in demands. The City does not have an alternative supply of water therefore drastic reduction in groundwater elevation creates an extremely vulnerable condition which puts the City at risk. Effects of drought have already occurred nearby to the community of East Porterville which experienced emergency water shortage issues during the last major drought event between 2013 and 2017 and required State intervention. The overall hydrologic dynamic of the City and surrounding area's drinking water supply are exposed to the effects and changing conditions set upon by climate change.

The following chapters will present a more detailed approach on the City's efforts to develop a more reliable and diverse source of water and to address excessive groundwater pumping to eliminate over drafting conditions in the future:

- Chapter 4: Customer Water Use
- Chapter 5: Conservation Target Compliance
- Chapter 6: Water Supply Characterization

3.4 Service Area Population and Demographics

10631(a). Describe the service area of the supplier, including current and projected population ... The projected population estimates shall be based upon data from the state, regional, or local service agency population projections within the service area of the urban water supplier and shall be in five-year increments to 20 years or as far as data is available.

This section summarizes historical, current, and projected population trends in the Porterville. Population projections are essential to the planning process and form the basis for most planning decisions, yet projecting future growth is far from an exact science given the complex set of variables that can affect the rate of growth. Typically, projections are developed by taking past patterns and combining them with assumptions to obtain an estimate of future growth rates. These projections serve to provide the City insight on the type and quantity of future growth as well as guidance regarding future planning activities; therefore, such planning activities can only be as effective as the ability to anticipate population growth. The general Porterville water service population consists mainly of full-time residents and has a very small transient population that commute into the City service area for work or travel.

3.4.1 Service Area Population

The water service population from 2001 to 2010 was taken from the City's 2015 UWMP. At the time, the growth rate was calculated at approximately 2.5 percent. Historical population growth rates have been approximately 2.2 percent on average which is shown in Figure 3-3. The water service populations for the 2020 UWMP was calculated using an acceptable modification of the DWR population. The DWR population tool resulted in an abnormally high persons per connection of 4.98. To reflect current population growth, the 2010 persons per connection of 4.39 was used as an acceptable modification per the population tool guidelines. The resulting water service population, shown in Figure 3.3, is estimated at 74,907. The Population Tool results are included in Appendix K. Table 3.2 shows the current and projected water service population for the City.

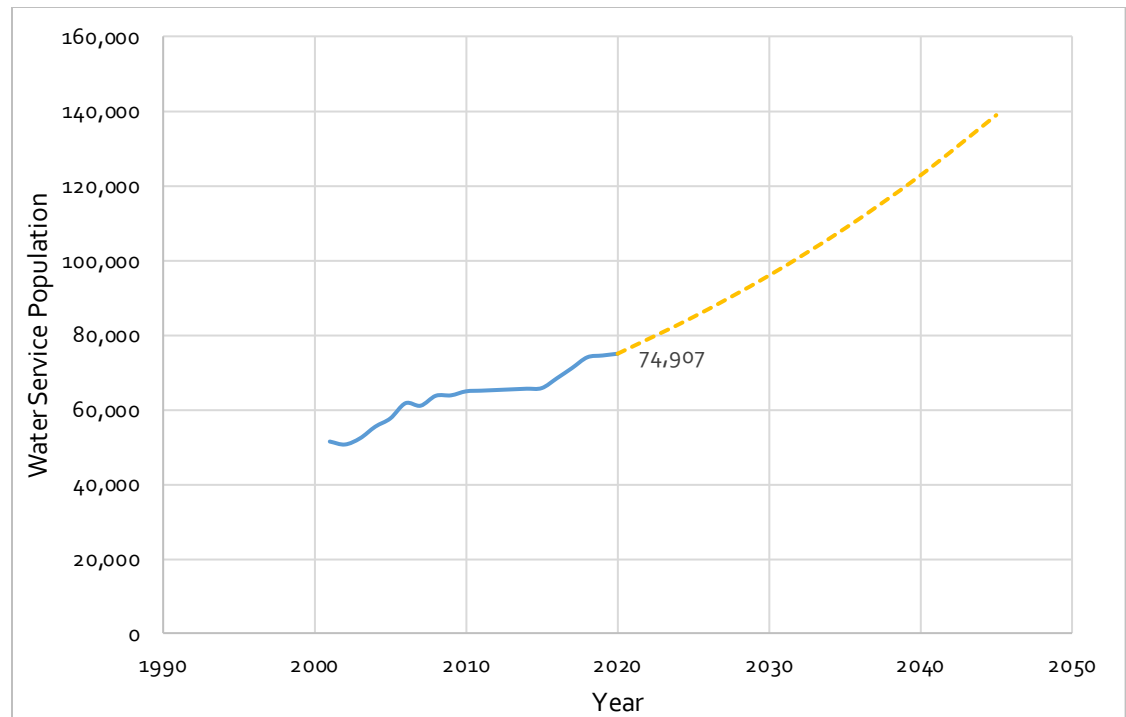


Figure 3-3 Historical and Projected Water Service Population

Table 3.2 Retail: Population – Current and Projected

	2020	2025	2030	2035	2040
Population Served	74,907	87,901	99,452	112,521	127,307

Notes:

(1) Growth rate set at 2.5 percent, consistent with City's 2020 IMP.

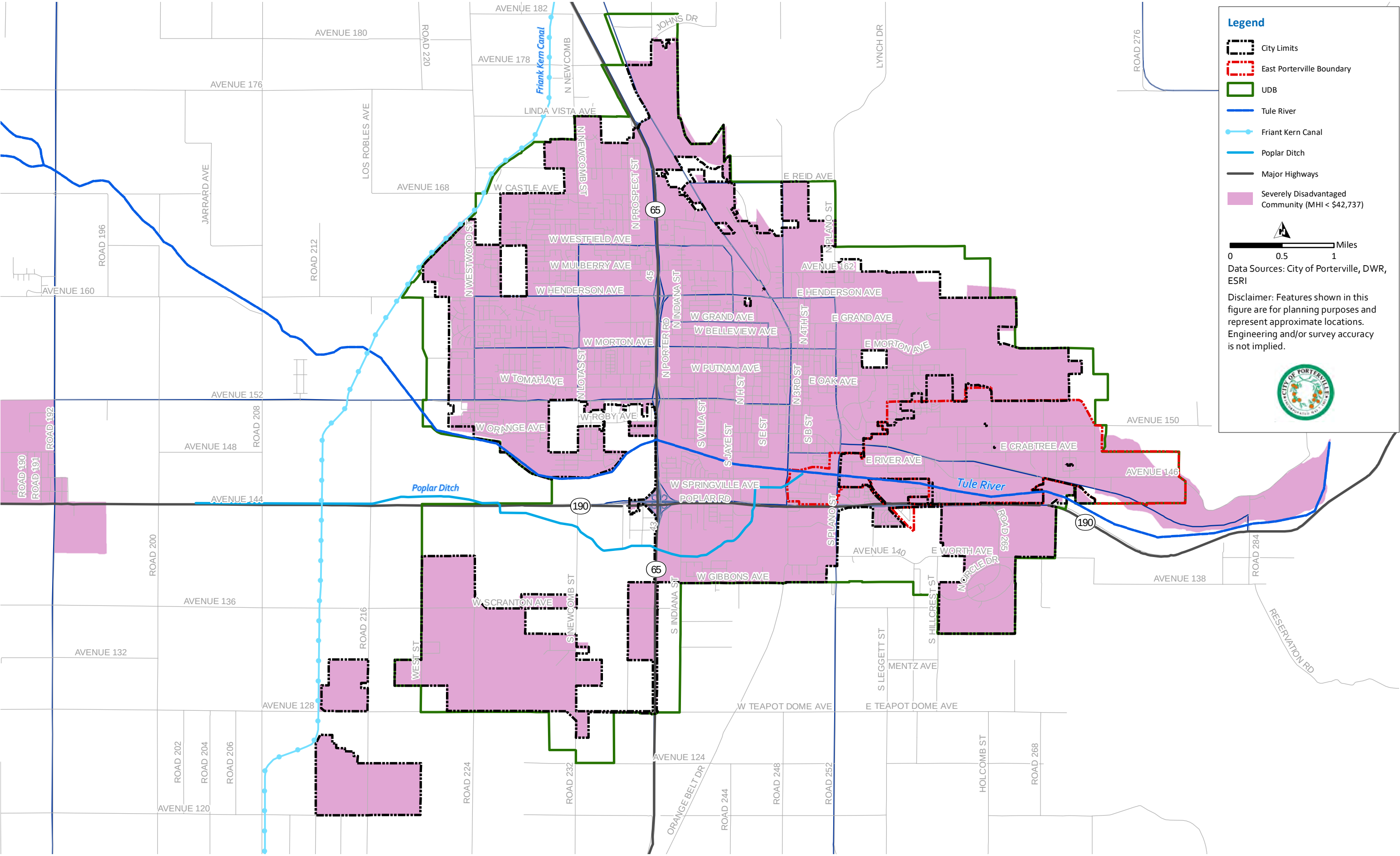
3.4.2 Other Social, Economic, and Demographic Factors

10631. Describe the service area of the supplier, including... other social, economic and demographic factors affecting the supplier's water management planning.

Porterville is located in a rural area that depends on an independent water management strategy that solely services the City. DWR defines disadvantage communities (DAC) as regions whose annual median household income (MHI) is less than 80 percent of the Statewide annual MHI. The City of Porterville is mostly within the California's DAC boundary as shown in Figure 3-4. Most of the City's water service population identifies to be within a DAC. The current Statewide MHI is \$71,228 and per 2019 census data, the median household income for Porterville residents is \$43,823.

Implemented in 2020 as a result of the COVID-19 pandemic, California legislation was passed that requires the City to provide a payment plan for outstanding utility bill balances since the deferral of water shutoff as a result of non-payment was not allowed during the pandemic. Otherwise, the City does not provide utility bill payment assistance.

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3.5 Land Uses within Service Area

10631(a). The description shall include the current and projected land uses within the existing or anticipated service area affecting the supplier's water management planning. Urban water suppliers shall coordinate with local or regional land use authorities to determine the most appropriate land use information, including, where appropriate, land use information obtained from local or regional land use authorities...

The City of Porterville Urban Development Boundary (UDB) is defined in its 2030 General Plan which has a total area of approximately 17,183 acres. The City service area falls within the City limits and few areas outside of the limits, such as the East Porterville area, which is still within the UDB. The UDB extends from Lake Success to the Friant Kern Canal as its western border and from Avenue 182 to the airport as its north and south limits. Land use information presented in this UWMP is based on the City's 2030 General Plan.

3.5.1 Land Use and Existing Service Area

Figure 3.5 shows the City's existing land use map. Table 3.3 provides a summary, by land use, of the amount of developed and underdeveloped land within the existing service area.

As shown in Table 3.3, there are approximately 6,482 acres of developed and underdeveloped land within the service area (excluding right-of-ways such as streets, highways, and railroads). Within the service area, 3,782 acres (58 percent) are classified as residential, 608 acres (9 percent) are classified as commercial, and 399 acres (6 percent) are associated with Industrial. The remaining mixed use and others make up the remaining 1,692 acres (26 percent). The East Porterville land use area shown in Figure 3.3 is generally single family residential with a few commercial and public institutional classified parcels throughout. This area comprises of approximately 1,704 total acres.

Table 3.3 Water Service Area Land Use⁽¹⁾⁽²⁾

Land Use Category	Developed	Underdeveloped	Total
Residential			
Rural Residential	13	11	24
Very Low Density Residential	63	5	68
Low Density Residential	2,550	286	2,836
Low Medium Density Residential	33	61	94
Medium Density Residential	431	108	539
High Density Residential	198	23	221
Commercial			
Neighborhood Commercial	14	9	23
Retail Centers	183	30	214
Professional Office	77	7	84
General and Service Commercial	211	15	226
Downtown Retail	62		62
Industrial			
Industrial	223	20	243
Industrial Park	63	92	156
Mixed Use			
Commercial Mixed Use	62	2	63
Downtown Mixed Use	45	8	53
Other			
Public Institutional (Excl. Airport)	380	11	391
Education	367	19	386
Parks and Recreation	238	22	260
Agriculture Rural Conservation	26	0	26
Other (Unknown)	63	3	66
Airport	447	0	447
East Porterville	-	-	1,704
Total	5,751	731	8,186

Notes:

(1) Land use areas based on an aerial analysis of the City's current service area.

(2) The land use totals in this table exclude the area associated with East Porterville/Porter Vista PUD

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Chapter 4

CUSTOMER WATER USE

The UWMPA requires that the UWMP identify the quantity of water supplied to the agency's customers including a breakdown by user classification. This section describes the water system demands and water demand projections.

4.1 Non-Potable Versus Potable Water Use

This chapter covers potable and raw water demand. Recycled water is addressed comprehensively in Chapter 6.4.

4.2 Past, Current, and Projected Water Use By Sector

10631(d). (1) For an urban retail water supplier, quantify, to the extent records are available, past, and current water use, over the same five-year increments described in subdivision (a), and projected water use, based upon information developed pursuant to subdivision (a), identifying the uses among water use sectors, including, but not necessarily limited to, all of the following...

(2). The water use projections shall be in the same five-year increments described in subdivision (a).

(4)(A) Water use projections, where available, shall display and account for the water savings estimated to result from adopted codes, standards, ordinances, or transportation and land use plans identified by the urban water supplier, as applicable to the service area.

(B) To the extent that an urban water supplier reports the information described in subparagraph (A), an urban water supplier shall do both of the following: (i) Provide citations of the various codes, standards, ordinances, or transportation and land use plans utilized in making the projections. (ii) Indicate the extent that the water use projections consider savings from codes, standards, ordinances, or transportation and land use plans. Water use projections that do not account for these water savings shall be noted of that fact.

Water demands served by the City are primarily residential (includes SFR and MFR), commercial, industrial, and institutional (CII), and landscape irrigation. Of the City's 17,063 connections, 16,814 of them are metered. The City classifies meters (2020) into the following categories:

- Single Family Residential.
- Multi-Family Residential.
- Commercial/Institutional.
- Industrial.
- Landscape Irrigation.
- Other.
- Agricultural Irrigation.

The actual demands for potable and non-potable water are presented in Table 4.1 for the 2020 calendar year. Conservation efforts between 2015 and 2020 indicate that the City is using less water than originally anticipated in the 2015 UWMP. The 2020 projections in the 2015 UWMP, show an anticipated potable water demand of 4,857 MG. The 2020 actual use, shown in Table 4.1, is 1,210 MG (3,713 AF) or 25 percent less than the 2020 projected demand. The combination of continued below average and inconsistent precipitation, general water conservation mindset, and metering has decreased typical potable water consumption to approximately 130 gallons per capita per day (gpcd). Moving forward, the City's per capita water usage is expected to increase with population growth and favorable hydrologic conditions. The City utilizes the 179 gpcd as a conservative approach for planning purposes in their water, sewer, storm drain integrated master plan (IMP) and other studies.

Table 4.1 Retail: Demands for Potable and Non-Potable Water – Actual

Use Type	Additional Description	2020 Actual	
		Level of Treatment When Delivered	Volume
Single Family Residential		Drinking Water	2,025
Multi-Family Residential		Drinking Water	390
Commercial and	Institutional	Drinking Water	448
Industrial		Drinking Water	10
Landscape		Drinking Water	223
Losses		Drinking Water	403
Other		Drinking Water	148
Agricultural Irrigation		Drinking Water	0
Total			3,647

Table 4.2 contains the projected potable water demands from 2025 through 2040. The demand projections are based on the growth projections from the City's IMP. From the IMP, it was determined the methodology for future water demand projections includes a combination of projection population, per capita demand rates, water demand factors (by land use), and land use designations. The future demands, the baseline per capita demand, was applied to the projected population to estimate infill and new development. Additionally, for undeveloped land, the future demands were calculated by applying water demand factors to the designated land use acreage within the UDB. Table 4.2 are only general estimates of projected use and may vary significantly based on future development and water conservation measures taken by each customer sector.

Table 4.2 Retail: Use for Potable and Non-Potable Water – Projected

Use Type	Additional Description	Projected Water Use Report to the Extent that Records are Available			
		2025	2030	2035	2040
Single Family Residential		3,182	3,607	4,074	4,621
Multi-Family Residential		612	694	784	889
Commercial and	Institutional	704	798	901	1,022
Industrial		16	18	20	23
Landscape		351	398	449	509
Losses		232	263	297	337
Other		634	719	811	920
Agricultural Irrigation		0	0	0	0
Total		5,731	6,497	7,337	8,322

The City's total water demands for potable and recycled water are based on the figures presented in Table 4.1, Table 4.2, and Table 6.4. These demands are summarized in Table 4.3. As discussed in chapter 3, currently, the City uses recycled water as a means of treated wastewater effluent disposal for restricted agricultural irrigation. Within the next five years, the City plans to provide recycled water for unrestricted agricultural irrigation to nearby irrigation districts for beneficial use as described in Chapter 6.

Table 4.3 Retail: Total Gross Water Use (Potable and Non-Potable)

Year	2020	2025	2030	2035	2040
Potable Water, Raw, Other Non-Potable	3,647	5,731	6,497	7,337	8,322
Recycled Water Demand	1,556	2,230	2,522	2,854	3,227
Optional Deduction of Recycled Water Into Long-Term Storage	1,556	2,230	2,522	2,854	3,227
Total Water Use	3,647	5,731	6,497	7,337	8,322

4.3 Distribution System Water Losses

10631(e)(1) Quantify, to the extent records are available, past, and current water use, over the same five-year increments described in subdivision (a), and projected water use, identifying the uses among water use sectors, including, but not necessarily limited to, all of the following uses:

(J) Distribution system water loss

10631(d)(3)(A) The distribution system water loss shall be quantified for each of the five years preceding the plan update, in accordance with rules adopted pursuant to Section 10608.34

Distribution system water losses ("real" losses) are the physical water losses from the water distribution system and the supplier's storage facilities, up to the point of customer consumption. The City distribution system losses are quantified using the American Water Works Association (AWWA) Method Guidance "Water Resources Water Audit Manual." The distribution system water loss for the most recent 12-month period available (2020 calendar year) is reported in Table 4.4.

Table 4.4 Retail: 12 Month Water Loss Audit Reporting

Reporting Period Year	Volume of Water Loss ⁽¹⁾ (MG)	Volume of Water Loss (AF)
01/2016	310	952
01/2017	353	1083
01/2018	405	1242
01/2019	366	1124
01/2020	337	1035.5

Notes:

(1) Taken from the field "Water Losses" (a combination of apparent losses and real losses) from the AWWA worksheet.

As shown in Table 4.4 and reported in the AWWA water audit (Appendix E), the City had approximately 1,035.5 AFY of water loss in their latest 2020 report. The system losses for the five preceding years were:

- 2016 – 951.8 AFY of water loss.
- 2017 – 1082.5 AFY of water loss.
- 2018 – 1242.2 AFY of water loss.
- 2019 – 1123.8 AFY of water loss.
- 2020 – 1035.5 AFY of water loss.

The average total Water loss between 2016 and 2020 is approximately 1004 AF or 327 MG.

4.4 Estimating Future Water Savings

"Passive" savings are water savings from codes, standards, ordinances, or transportation and land use plans. As shown in Table 4.5, future water savings are not included in the total water use projections (Table 4.2) and lower income household demand projections are included in the total water use projections (Table 4.2 and Table 4.3).

Table 4.5 Retail Only: Inclusion in Water Use Projections

Are Future Water Savings Included in Projections?	No
If "Yes" to above, state the section or page number, in the cell to the right, where citations of the codes, ordinances, etc. utilized in demand projections are found.	
Are Lower Income Residential Demands Included In Projections?	Yes

4.5 Water Use for Lower Income Households

The UWMPA requires that the UWMP identify planned low-income housing developments within the agency's service area and develop demand projections for those units. A lower income household is defined as one with an income below 80 percent of area MHI, adjusted for family size.

10631.1(a). The water use projections required by Section 10631 shall include projected water use for single-family and multifamily residential housing needed for lower income households, as defined in Section 50079.5 of the Health and Safety Code, as identified in the housing element of any city, county, or city and county in the service area of the supplier.

The 2015 UWMP calculated water use for low-income housing based on the City's 2015 Housing Element report referenced in the 2030 General Plan. The low-income forecasted demands were based on a usage of 3.39 persons per occupied household. Since then, 2020 Census data report that the City of Porterville has a 27.5-percent of person to be in poverty. DWR Drought and Water Shortage Risk for self-supplied communities identify Porterville to have a 28.4 percent of persons in the area living at or below federal poverty standards. Using the IMP planning level per capita demand and the 2020 SB7x7 Target demand of 179 gpcd, the total estimated 2025 to 2040 projected water use for lower income households is shown in Table 4.6. Percent of persons in poverty were averaged from historical data from Tulare County Census data.

Table 4.6 **Retail Only: Inclusion in Water Use Projections**

Year	2025	2030	2035	2040
Projected Low-Income Water Usage	1,395	1,578	1,785	2,020
Units (MG)				

4.6 Climate Change Considerations

Recent affects in climate change have drastically altered the water consumption standards and behaviors of the entire state of California. The Central San Joaquin Valley in particular has been significantly affected by the most recent California drought and continues to face abnormally warm seasons, severe weather changes, reduced snowpack, and less frequent rainfall events. Coupled with population growth, the increased demand and decrease supply poses a problem that can potentially impact a City's growth and increase infrastructure vulnerabilities and risks. As stated in Section 3.3, Groundwater levels have dropped significantly over the last drought period as outlined in the ETGSP. With a significant reduction in surface water allocations most farmers and surrounding communities were left with no choice but to utilize the groundwater supply for agricultural use. The City has been successful at facing the adversity of climate change by reducing potable water consumption and adaptation strategies (water supply diversification), actively participating in groundwater recharge efforts through treated wastewater effluent management, surface water allocations, and investigating the feasibility of diversifying and expanding their drinking water supply.

Since approximately 2008, the City's per capita demand has gradually decreased with significant reductions beginning in 2013. Demands in 2013 peaked at 179 gpcd and have reduced to 130 gpcd on average in 2015 and have remained consistent through 2020. The City of Porterville's 2015 UWMP shows a projected total gross water use in 2020 to be 4,857 MG in Table 4.2. The City's 2030 general plan aims to reduce the groundwater pumping to match the safe yield of the groundwater basin. Similarly, as part of the Eastern Tule GSA, the City plans to reduce groundwater usage by diversifying their supply portfolio as well as implement additional groundwater recharge in the future. Table 4.3 in this 2020 UWMP shows a total gross water use potable water use to be 3,647 MG, which is a net change of 1,210 MG when compared to the Projected 2020 gross water use of 4,857 MG. The projected total gross water use in comparison to the 2015 UWMP was adjusted based on the 2020 actual value. The significant drop in total

gross projections takes into consideration that the standard practice of domestic water consumption and the implementation of conservation efforts set by the City. Water use reduction efforts throughout the city has promoted a conservation culture which in turn has decreased total usage over time. Available rebates for high efficiency plumbing, installation of water meters on new and existing services, water waste audits, landscape rebates and selection, and a more conscientious effort by citizens has proved to reduce total usage and ultimately decrease projections over the next 20 years.

Climate change has already impacted various communities nearby and the City of Porterville itself. Porterville has taken many steps in preparation to progress forward in reducing current and future climate change impacts to their water system through conservation strategies and by having the foresight to augment their water supply portfolio. The City continues to investigate means to reduce water consumption and loss, improve infrastructure, and create the ability to both augment and diversify their existing water supply.

Chapter 5

CONSERVATION TARGET COMPLIANCE

The UWMPA requires that the UWMP identify the baseline water demand, urban water use target, and interim urban water use target for the City. In the 2015 UWMP these water use targets were determined per the DWR Methodologies. The daily per capita water use, expressed in gpcd, is the total water use within the service area divided by the population. These targets are necessary to judge compliance with the 2020 use reductions set forth in the Water Conservation Bill of 2009 (SB X7-7).

The purpose of this section in the 2020 UWMP is to determine whether the City has met the 20 percent conservation mandate. All SB X7-7 forms are included in Appendix F.

5.1 2015 UWMP Baseline and Targets

A supplier may update the baseline and target water use if there were changes to their distribution area. Porterville's distribution area has not changed since 2015. Therefore, the baseline and target gpcd values from the 2015 UWMP are utilized in this UWMP to determine compliance with the 2020 target. In the 2015 UWMP, a 10-year baseline and a 5-year baseline were calculated to establish the minimum criteria for the Porterville's water use reduction targets. The 2015 UWMP identifies that the 10-year baseline range (2001 to 2010), and 5-year baseline range (2003 to 2007) are 195 and 199 gpcd, respectively. These tables are included in Table 5 of the SB X7-7 Verification Forms of the 2015 UWMP (Appendix C). The City's water use target for 2020 is 179 gpcd, see section 5.1.5.3.

5.2 Service Area Population

10608.20. (e) An urban retail water supplier shall include in its urban water management plan due in 2010... the baseline per capita water use,... along with the bases for determining those estimates, including references to supporting data.

(f) When calculating per capita values for the purposes of this chapter, an urban retail water supplier shall determine population using federal, state, and local population reports and projections.

10644. (a)(2) The plan... shall include any standardized forms, tables or displays specified by the department.

The 2020 service area population was provided by the DWR Population Tool. This population is shown in table 3-1 and was used to calculate the 2020 target per capita demand. The population in the 2015 UWMP to develop the baseline target was determined using the DWR Population tool as shown in Table 2 of the SB X7-7 Verification Forms. The 2020 service area population is reported in Table 3 of the SB X7-7 Verification Forms.

5.3 Gross Water Use

10608.12 (g) "Gross Water Use" means the total volume of water, whether treated or untreated, entering the distribution system of an urban retail water supplier, excluding all of the following:

- (1) Recycled water that is delivered within the service area of an urban retail water supplier or its urban wholesale water supplier
- (2) The net volume of water that the urban retail water supplier places into long term storage
- (3) The volume of water the urban retail water supplier conveys for use by another urban water supplier
- (4) The volume of water delivered for agricultural use, except as otherwise provided in subdivision (f) of Section 10608.24.

"Gross Water Use" is the total volume of water, whether treated or untreated, entering the distribution system of an urban retail water supplier with certain acceptable exclusions. Gross water use is reported for each year in the baseline periods as well as 2020, the compliance year, in Table 4 of the SB X7-7 Verification Forms (Appendix F). The annual gross water values are the "total water into the system" reporting in the City's Public Water System Statistics reports. This reflects the volume of water entering the system. These values do not account for losses in the distribution system.

5.4 Baseline Daily Per Capita Water Use

The baseline daily per capita water use in each of the baseline years is calculated in Table 5 of the SB X7-7 Verification Form included in the 2015 UWMP (Appendix C) by dividing annual gross water use by annual service area population.

5.5 Baselines and Targets Summary

The Water Conservation Act of 2009 (SB X7-7) governs water conservation in California and requires water suppliers to increase water efficiency by decreasing per-capita consumption by a State mandated 20 percent by the year 2020.

As mentioned above a supplier may update the baseline and target water use if there were changes to their distribution area. Since there has been no change in water service area, the baseline and target gpcd values from the 2015 UWMP are utilized in this UWMP to determine compliance with the 2020 target.

Using the 10-year baseline, the City's water use target for 2020 must be 20 percent less than the baseline volume, resulting in 156 gpcd and a 2015 interim water use target of 187 gpcd to measure progress. Based on the 2015 UWMP, the gross water usage was 130 gpcd, which was below the interim water use target. Furthermore, Section 5.5.1 discusses the methodology in calculating the actual 2020 water use target.

Table 5.1 Baselines and Targets Summary

Baseline Period	Start Year	End Year	Average Baseline gpcd ⁽¹⁾	Confirmed 2020 Target ⁽¹⁾
10-15 year	2001	2010	195	179
5 Year	2003	2007	199	

Notes

(1) All values are in gpcd

5.5.1 Target Methods and Target Confirmation

10608.22. Notwithstanding the method adopted by an urban retail water supplier pursuant to Section 10608.20, an urban retail water supplier's per capita daily water use reduction shall be no less than 5 percent of base daily per capita water use as defined in paragraph (3) of subdivisions (b) of Section 10608.12. This section does not apply to an urban retail water supplier with a base daily per capita water use at or below 100 gallons per capita per day.

Four target methods have been developed, and identify the specific steps water suppliers shall follow to establish these targets. A brief description of each method, as well as the water use calculated using each methodology is included below, however the City utilized Method 3 to calculate their 2020 target, which is consistent with the 2015 UWMP.

5.5.1.1 Method 1 – 80 Percent of Base Daily Per Capita Water Use

Method 1 requires an urban water supplier to first determine the base daily per capita use. In order to determine the target using Method 1, 80 percent of the base daily per capita use (10-year base period) is calculated. Based on the 10-year baseline daily per capita use of 195 gpcd determined previously, the target use for Method 1 is 156 gpcd.

5.5.1.2 Method 2 – Performance Standards

Method 2 requires water suppliers to use baseline CII, indoor residential, and landscaped area water use to calculate a water use target. Based on the nature of the data required to determine a target using Method 2, it is not feasible for the City to use this methodology.

5.5.1.3 Method 3 – 95 Percent of Hydrologic Region Target

Method 3 requires water suppliers to use the hydrologic region target to calculate a water use target for 2020. In order to determine the target using Method 3, 95 percent of the region-specific conservation goal is calculated. Based on a target of 188 gpcd for the Tulare Lake Region, the Method 3 target is 95 percent of the target resulting in 179 gpcd.

5.5.1.4 Method 4 – Savings by Water Sector

Method 4 identifies water savings obtained through identified practices and subtracts them from the base daily per capita water use value identified for the water supplier. The water savings identified that can be used to reduce the base daily per capita water use value include:

- Indoor residential use savings.
- Metered savings (not applicable since City is fully metered).
- CII savings.
- Landscape and water loss savings.

To calculate the CII savings, a retail water supplier must have data for the entire baseline period used in the base daily per capita water use calculation. The City does not have metered CII usage data for the entire baseline.

5.6 2020 Compliance Daily Per Capita Water Use

10608.12(e) "Compliance daily per-capita water use" means the gross water use during the final year of the reporting period...

10608.20 (e) An urban retail water supplier shall include in its urban water management plan due in 2010 . . . compliance daily per capita water use, along with the bases for determining those estimates, including references to supporting data.

Compliance daily per-capita water use means the gross water use during the final year of the reporting period. Water suppliers are required to calculate their actual 2020 water use (2020 calendar year) and evaluate whether their per capita 2020 target use was met. Refer to Table 5.2 and SB X7-7 Table 9 for 2020 compliance. The City met the 2020 target of 179 gpcd in the year 2020 with an actual per capita water use of 133 gpcd. If consumption rates begin to rise, the City must implement additional conservation and/or efficiency measures to maintain below this target.

Table 5.2 2020 Compliance

Actual 2020 gpcd	Optional Adjustments to 2020 GPCD Enter "0" if no adjustment is made					2020 confirmed target gpcd ⁽¹⁾	Did Supplier Achieve Targeted Reduction for 2020?
	Extraordinary Events	Economic Adjustment	Weather Normalization	Total Adjustments	Adjusted 2020 gpcd		
133	0	0	0	0	133	179	Yes

Notes:

(1) All values are in gpcd.

Chapter 6

SYSTEM SUPPLIES

The UWMPA requires that the UWMP include a description of the agency's existing and future water supply sources for the next 20 years. The description of water supplies must include detailed information on surface water, groundwater, the groundwater basin, potential opportunities for desalination of groundwater and seawater, and detailed information on the agency's imported water.

6.1 Water Supply Overview

The City water supply is strictly from extracted groundwater. The City has 36 active groundwater wells that are located throughout the City limits that pump directly to the distribution system or to various water storage tanks. Figure 3-2 displays the City's distribution system, water storage tanks, and active groundwater wells.

6.2 Purchased or Imported Water

The City of Porterville does not import or purchase any raw or potable water for their public distribution system. The City has a total surface water allocation of approximately 2,039 ac-ft (664 MG). The City has acquired surface water rights in the amount of 468 shares from the Pioneer Water Company which is equivalent to approximately 1.5 ac-ft per share resulting in 236.5 MG. Additionally, the City has acquired approximately 14.5 ac-ft (4.7 MG) from Porter Slough Ditch Company and 1,300 ac-ft (423.6 MG) from Porterville Irrigation District. When available, the City purchases surface water supplies from nearby irrigation and water districts and utilizes for groundwater recharge. The City has been using their surface water allocation to augment their existing groundwater supply and to create a drought buffer during excessive extraction periods. Figure 6.1 shows the volume of surface water the City has used for groundwater recharge over the last ten years.

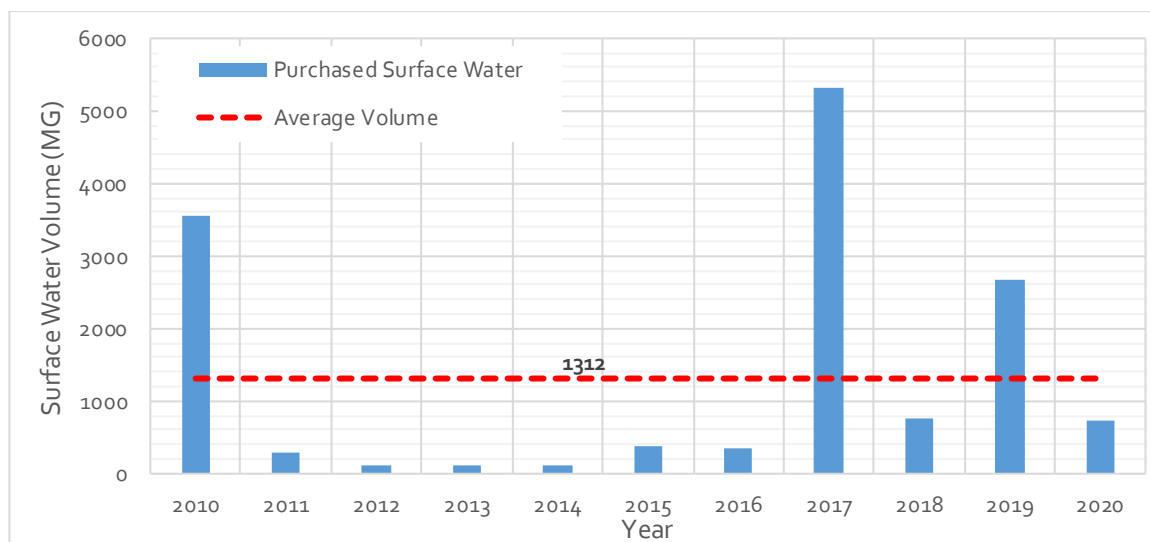


Figure 6.1 Purchased Surface Water Volume, MG (2010 – 2020)

6.3 Groundwater

The City of Porterville drinking water supply is solely from groundwater extraction wells. The City's groundwater supply is extracted using 36 active wells scattered throughout the water service area that pump directly into the water distribution system and surrounding above ground water storage tanks. Extracted groundwater is chlorinated at the wellheads to provide disinfectant residual in the distribution system.

6.3.1 Basin Description

10631 (b) If groundwater is identified as an existing or planned source of water available to the supplier, all of the following information shall be included in the plan:

(2) A description of any groundwater basin or basins from which the urban water supplier pumps groundwater.

The City's groundwater system is supplied from the east side of the Tule Sub-basin. The Tule sub-basin sits on a series of overlapping alluvial fan sedimentary deposits sourced from runoff from the Sierra Nevada mountain range east of the City. Near the City, the natural waterways that promote supply to the groundwater basin are Deer Creek and the Tule River. Tule River flow is managed by Lake Success for flood control and recreation at Lake Success located just east of the City. As described in the ETGSP, The Tule Subbasin consist of permeable sand and gravel layers, interbedded with low permeability silt and clay lenses. The transmissivity of the aquifer soils near the Tule River are high from loose soil river deposits. DWR records indicate that the groundwater elevation is approximately 300 feet below ground surface.

6.3.2 Groundwater Management

10631 (b) If groundwater is identified as an existing or planned source of water available to the supplier, all of the following information shall be included in the plan:

(1) A copy of any groundwater management plan adopted by the urban water supplier... or any other specific authorization for groundwater management.

Porterville is part of the Eastern Tule GSA which in part has outlined various projects and management actions that are to be taken by the City and the surrounding water purveyors to meet the groundwater sustainable yield goals set in the GSP. The adopted ETGSP is attached to this plan in Appendix G.

6.3.3 Overdraft Conditions

10631 (b)(2) For basins that have not been adjudicated, (provide) information as to whether the department has identified the basin or basins as overdrafted or has projected that the basin will become overdrafted if present management conditions continue, in the most current official departmental bulletin that characterizes the condition of the groundwater basin, and a detailed description of the efforts being undertaken by the urban water supplier to eliminate the long-term overdraft condition.

The Eastern Tule GSP, outlines that historically, the Tule Subbasin has been subject to overdraft conditions by excessive groundwater pumping. Per the GSP, overdraft is estimated to be approximately 61,000 acre-feet/year for the region within the ETGSA boundary. The ETGSP presents the need for a sustainable yield in order to address overdraft conditions in the future for the entire region. The Eastern Tule GSA has outlined management actions that are to be taken by the City and the surrounding water purveyors to meet the groundwater sustainable yield goals set in the GSP. The sustainable goals are intended to balance average annual inflows and outflows of water in the groundwater basin by 2040 so that negative change in storage does not occur after 2040 ultimately avoiding undesirable and potentially catastrophic conditions of the groundwater subbasins. The current sustainable yield for the City is calculated as 1.01 ac-ft/acre of the City's UDB. The City's extraction volume within its native sustainable yield and total precipitation allocation is approximately 17,355 AFY which is about 5,655 MG. The sustainable yield is subject to revision every year due to current drought conditions, groundwater use and supply management measures. These measures ultimately seek to achieve the following criteria:

- Increase available water supplies.
- Optimize existing water supplies.
- Decreased consumptive use of non-sustainable groundwater supplies to mitigate overdraft.
- Groundwater levels sustained to sustainable management criteria quantified in this Plan.
- Reduction or cessation of subsidence near critical infrastructure.
- Stabilized water quality for agronomic and municipal beneficial uses.
- Funding for local water management.
- Improved collection and management of water related data within the Agency.

The implementation of projects and management actions are expected to provide a collective benefit for not only the City but the surrounding users. In general project types and management actions that are considered to be implemented in the future fall under four groups:

1. Water Supply Optimization: Optimizing efficiencies in existing surface water or groundwater operations.
2. Surface Water Development: Developing new surface water supplies.
3. Managed Aquifer Recharge and Banking: Developing recharge and groundwater banking projects.
4. Agricultural Land Retirement: Projects related to fallowing agriculture land.

The project and management action categories provide a roadmap in reaching a sustainable water resource utilization on a regional basis which ultimately trickles down to the individual user. The GSP will develop improved practices in distributing, integrating, exchanging, recharging, and managing water supplies to create a sustainable environment for groundwater resources for the City and the surrounding areas.

6.3.4 Historical Groundwater Pumping

10631 (b) ...If groundwater is identified as an existing or planned source of water available to the supplier, all of the following information shall be included in the plan:

(3) A detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

The City of Porterville has historically relied on groundwater wells to supply its drinking water distribution system. The City has 36 active wells that are currently in service and are located throughout the City. Before 2014, the City's groundwater demand was much higher than it is today. For example, the groundwater supplied to the City averaged 4,150 MG between 2002 and 2014 and an average of 3,378 MG between 2015 and 2020. The severe drought of 2011 - 2017 drastically increased the City's conservation efforts ultimately leading to a decrease in groundwater pumping. The City's groundwater supply is summarized in Table 6.1.

Table 6.1 Retail: Groundwater Volume Pumped

☐	Supplier does not pump groundwater. The supplier will not complete the table below.					
☒	All or part of the groundwater described below is desalinated.					
Groundwater Type	Location or Basin Name	2016	2017	2018	2019	2020
Add additional rows as needed						
Alluvial Basin	Tule Subbasin	3,222	3,345	3,515	3,422	3,647
Total		3,222	3,345	3,515	3,422	3,647

6.4 Surface Water

The City of Porterville does not import or purchase any raw surface water from the nearby Friant-Kern Canal or from adjacent irrigation district for their public drinking water distribution system. The City does have surface water allocations from the Pioneer Water Company, Porter Slough Ditch Company, and Porterville Irrigation District which they use for groundwater recharge or recharge credits as water is available.

6.5 Stormwater

The City of Porterville's storm water collection system is a separated from the sanitary sewer collection system. The City stormwater collection system conveys captured runoff to retention/recharge basins or directly to flood channels that run throughout the City. There are two scales of stormwater which are potentially relevant to the City's water supply portfolios, the first is the hydrological dependent surface water supplies from runoff in the region. The second is the volume of stormwater captured in the City's collection system. The benefit of stormwater in the grand scheme of the City's water supply portfolio is minimal, therefore it is not further evaluated in their assessment and the City does not reuse stormwater for their potable water supply.

6.6 Wastewater and Recycled Water

The UWMPA requires that the UWMP address the opportunities for development of recycled water, including the description of existing recycled water applications, quantities of wastewater currently being treated to recycled water standards, limitations on the use of available recycled water, an estimate of projected recycled water use, the feasibility of said projected uses, and practices to encourage the use of recycled water.

6.6.1 Recycled Water Coordination

10633. The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier. The preparation of the plan shall be coordinated with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area.

The City of Porterville 2020 Recycled Water Feasibility Study (RWFS) outlines various alternatives to provide recycled water for beneficial use to the surrounding area. The City has been coordinating with local irrigation and water districts investigating the potential demand for recycled water produced from the City's wastewater. The feasibility study concluded that the City's most beneficial use of recycled water was to provide three adjacent irrigation districts: Porterville Irrigation District (PID), Tea Pot Dome Irrigation District (TPDID), and Saucelito Irrigation District (SID) with tertiary treated disinfected recycled water to be used for unrestricted agricultural irrigation in exchange for surface water allocations. The City in turn plans to initiate the preliminary development of producing an advanced treatment recycled water facility in the near future as part of their Alternative Compliance Project for the California Central Valley (CV) Salts Program.

6.6.2 Wastewater Collection, Treatment Systems, and Disposal

10633. (a) (Describe) the wastewater collection and treatment systems in the supplier's service area, including a quantification of the amount of wastewater collected and treated and the methods of wastewater disposal.

The City of Porterville currently collects sanitary sewer from the City service area shown in Figure 3-1. The City owns and maintains approximately 2,728 manholes, 24 lift stations, 9,880 feet of force mains and 48.4 miles of gravity sewer pipes. The City also receives and treats wastewater from the Porter Vista Public Utilities District (PVPUD) from East Porterville.

The City of Porterville owns and operates the wastewater treatment facility (WWTF) which receives and treats all wastewater from residential, commercial, and industrial discharges within the City as well as from the Porterville State Hospital and the PVPUD. The WWTF is located west of the town center on the corner of N. Prospect St. and W. Morton Avenue near Veteran's Park. The City's WWTF was built in 1954 with a capacity of 1.8 million gallons per day (mgd) and upgraded to 4.0 mgd in 1978 to provide capacity for future growth and for the addition of existing developments which previously depended on individual disposal systems (septic tanks). In 1994 the WWTF was expanded to increase the average day maximum month flow (ADMMF) from 4.0 mgd to 8.0 mgd.

The City's WWTF Waste Discharge Requirement Order No. R5-2008-304 restricts the monthly average daily discharge to 5.3 mgd. The 2020 wastewater flows from the City's service area is summarized in Table 6.2. As shown in Table 6.2, the City contributed a total of 1,712 MG (4.69 mgd) of wastewater flow into the WWTP in 2020.

Table 6.2 Retail: Groundwater Volume Pumped

☒		There is no wastewater collection system. The supplier will not complete the table below.				
100		Percentage of 2020 service area covered by wastewater collection system (optional)				
		Percentage of 2020 service area population covered by wastewater collection system (optional)				
Wastewater Collection			Recipient of Collected Wastewater			
Name of Wastewater Collection Agency	Wastewater Volume Metered or Estimated?	Volume of Wastewater Collected from UWMP Service Area 2020	Name of Wastewater Treatment Agency Receiving Collected Wastewater	Treatment Plant Name	Is WWTP Located Within UWMP Area?	Is WWTP Operation Contracted to a Third Party?
City of Porterville	Metered	1,712	City of Porterville	City of Porterville Wastewater Treatment Facility	Yes	No
Total Wastewater Collected from Service Area in 2020:		1,712				

The existing WWTF provides activated sludge secondary treatment. The primary treatment process starts with the influent wastewater from the sewer collections system to the headworks which screens out large debris such as rags, trash, and other obstructions. Screened wastewater is pumped from the headworks pump station and through a Parshall flume to measure flow and then to an aerated grit chamber to collect smaller grit-like particles in the system. From the aerated grit chambers wastewater is sent to the primary clarifiers allowing additional solids to settle and some to float to the surface.

Following primary treatment process, wastewater is conveyed to the aeration basins where the activated sludge process begins. From the aeration basins, wastewater is then sent to the secondary clarifiers allowing the mixed liquor from the aeration basins to settle and it's either returned to the aeration basins or wasted to the dissolved air flotation thickeners (DAFT) for sludge thickening.

6.6.3 Wastewater Treatment and Discharge within Service Area

After the secondary treatment process, treated wastewater effluent is pumped to the reclamation area through a 4.5 miles pipeline to the southwest area of town center near the Porterville Municipal Airport where it is applied on the effluent irrigation areas or percolated into the ground via percolation basins. Sludge from the DAFT and primary clarifiers is sent to the anaerobic digester for processing to produce methane gas. From the digester, treated sludge is pumped from the biosolids transfer station located adjacent to the anaerobic digesters through a 4.5 mile pipeline to the sludge drying beds located near the City Municipal Airport. Once dry, biosolids are applied on the effluent irrigation areas as directed in the City's Biosolids Management Plan and annual Biosolids pre-application. Table 6.3 identifies the volume of treated wastewater either recycled or disposed of within the service area.

Table 6.3 Retail: Wastewater Treatment and Discharge within Service Area in 2020

☒ No wastewater is treated or disposed of within the UWMP service area. The supplier will not complete the table below.											
Wastewater Treatment Plant Name	Discharge Location Name or Identifier	Discharge Location Description	Wastewater Discharge ID Number (optional)	Method of Disposal	Does This Plant Treat Wastewater Generated Outside the Service Area?	Treatment Level	2020 Volumes				
							Wastewater Treated	Discharged Treated Wastewater(1)	Recycled Within Service Area(2)	Recycled Outside of Service Area	Instream Flow Permit Requirement
City of Porterville Wastewater Treatment Facility	City of Porterville Percolation Ponds and Reclamation Area	Adjacent to and southwest of the Porterville Airport	5D540107001	Land disposal	Yes	Secondary, Undisinfected	1,556	626	930	0	0
Total							1,556	626	930	0	0

Notes:

(1) Discharged Treated Wastewater volume is identified as water that is discharged to the City's groundwater percolation basins.

(2) Recycled within Service Area volume is water that is used as agricultural irrigation to City owned farmland

6.6.4 Recycled Water System Description

10633. (c) A description of the recycled water currently being used in the supplier's service area, including, but not limited to, the type, place, and quantity of use.

The City currently has a total of 880 acres available for biosolids application which includes a total of 630 acres within the reclamation area with the remaining 250 acres located in the City-owned dry-farmed area adjacent to the airport. Therefore, a total of 630 acres are available to receive effluent for irrigation and biosolids application. The City also utilizes approximately 48 acres of percolation ponds for groundwater infiltration which is also shown in. Figure 6.2 shows that average monthly effluent discharged to either the percolation ponds or the irrigation areas is approximately 130 MG. Typically, biosolid application and effluent irrigation is applied heavily during the summer months, May to September, and effluent is discharged to the percolation ponds for groundwater infiltration October through April.

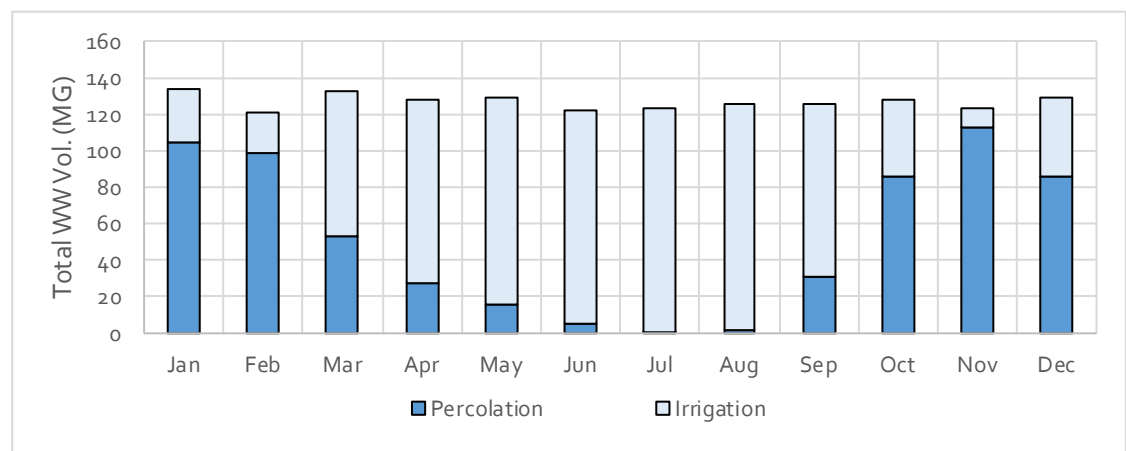


Figure 6.2 Average Treated Wastewater Effluent Discharged

6.6.4.1 Recycled Water Beneficial Uses

The range of beneficial uses of recycled water for the City are separated into five different reuse categories. Each category is listed below with a brief description in respect to the City's water system specifically.

Restricted Agricultural Reuse

Undisinfected secondary treated recycled water is discharged to City-owned agricultural property for the irrigation of fodder crops and percolation. This is the City's current recycled water program.

Unrestricted Agricultural

Water could be used to continue the City's existing recycled program as well as provide supply to districts close to the City.

Landscape Irrigation

Disinfected tertiary recycled water would be supplied to landscape irrigation users for domestic, commercial, and municipal properties within the vicinity of the existing WWTP or a recycled water distribution line.

Potable Reuse by Groundwater Replenishment

Recycled water meeting Title 22 requirements for advanced treatment beyond disinfected tertiary standards would be used for groundwater recharge by surface spreading in recharge basins. Groundwater percolation provides an environmental buffer with adequate retention time until groundwater is extracted using City's municipal wells.

Direct Potable Reuse

Potable reuse by raw water augmentation of the City's drinking water supply by comingling highly purified recycled water with surface water in a proposed surface water treatment plant. There is no environmental buffer to direct potable reuse, rather an engineered storage of the purified recycled water.

6.6.5 Potential, Current, and Planned Uses of Recycled Water

10633. (b) A description of the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.

(d) A description and quantification of the potential uses of recycled water, including, but not limited to, agricultural irrigation, landscape irrigation, wildlife habitat enhancement, wetlands, industrial reuse, groundwater recharge, indirect potable reuse, and other appropriate uses, and a determination with regard to the technical and economic feasibility of serving those uses.

(e) The projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected pursuant to this subdivision.

As discussed in Section 6.6.4 – Recycled Water System Description, the City currently percolates undisinfected secondary treated wastewater effluent to designated groundwater infiltration basins and uses the same effluent as fodder crop irrigation heavily during the summer months. The City recently completed a 2020 Recycled Water Feasibility Study which analyzed the potential recycled water market within the City. The result of this Study has provided a recommendation for the City to provide unrestricted agricultural irrigation supply water (disinfected tertiary treated recycled water) to nearby irrigation districts (PID, TPDID, SID). The current and projected recycled water uses are summarized in Table 6.4. The projected recycled water volumes are based on the City's 2020 Recycled Water Feasibility Study.

The City plans to implement a WWTP denitrification upgrade as well as produce tertiary treated disinfected recycled water for unrestricted agricultural irrigation within the next 5 to 8 years. For this UWMP, it is assumed that by 2025 the City will be producing recycled water, however this is subject to change in the coming years. It is expected that the recycled water will be supplied to surrounding irrigation districts for distribution to customers with surface water exchange agreements in place for groundwater recharge as well as water supply augmentation via surface water treatment in the future. The recycled water feasibility study analyzed the total production of recycled water based on the 2040 projected plant effluent of 8.84 mgd (3,227 MG or 9,920 AFY). The surrounding irrigation districts who have preemptively agreed to accept recycled water would each on their own be able to consume the full amount of projected flow on a month-to-month basis, however contractual agreement negotiations have not occurred. The recycled water use projection for 2020 from the 2015 UWMP is compared to the 2020 actual use in Table 6.5. In the interim, the City's recycled water effluent volume is expected to increase with population and development growth within the UDB.

Table 6.4 Retail: Recycled Water Direct Beneficial Uses within Service Area

☐ Recycled water is not used and is not planned for use within the service area of the supplier. The supplier will not complete the table below.									
Name of Supplier Producing (Treating) the Recycled Water:				City of Porterville					
Name of Supplier Operating the Recycled Water Distribution System:				City of Porterville					
Supplemental Water Added in 2020 (volume)				None					
Source of 2020 Supplemental Water				N/A					
Beneficial Use Type	Potential Beneficial Uses of Recycled Water	Amount of Potential Uses of Recycled Water	General Description of 2020 Uses	Level of Treatment	2020	2025	2030	2035	2040
Agricultural Irrigation	Agricultural Irrigation	930	Irrigation of oats, hay, alfalfa, and corn in the summer months	Secondary, Undisinfected	930				
Other (Provide General Description)	Groundwater Percolation	626	Percolation into 50 acre ponds during winter months	Secondary, Undisinfected	626				
Agricultural Irrigation	Provide tertiary treated recycled water to surrounding irrigation districts	0	Not used in or before 2020	Tertiary	0	2,230	2,522	2,854	3,227
Total					1,556	2,230	2,522	2,854	3,227

Notes:

(1) Assuming implementation of recycled water treated facility utilizing 100 percent of City Treated Effluent.

Table 6.5 2015 UWMP Recycled Water Use Projection Compared to 2020 Actual

☒	Recycled water was not used in 2015 nor projected for use in 2020. The supplier will not complete the table below.	
Use Type	2015 Projection for 2020	2020 Actual Use
Agricultural Irrigation	974	1,556
Total	974	1,556

6.6.6 Actions to Encourage and Optimize Future Recycled Water Use

10633. The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier... and shall include the following:

(g) A plan for optimizing the use of recycled water in the supplier's service area, including actions to facilitate the installation of dual distribution systems, to promote recirculating uses, to facilitate the increased use of treated wastewater that meets recycled water standards, and to overcome any obstacles to achieving that increased use.

The use of a recycled water facility to provide a drinking water supply through either offsetting potable water use for landscape irrigation, groundwater augmentation, or surface water comingling and treating has been rejected by the City. Due to the location and reclamation limitations of the City, advanced treatment and purification is an uneconomical solution due to the discharge requirements of an advanced treatment system. Being said, as discussed in the Recycled Water Feasibility Study, the City has begun the process in developing an expanded recycled water program to create a reliable unrestricted agricultural irrigation water supply in exchange for reliable surface water right exchanges that can potentially be used for a groundwater basin or feed a surface water treatment plant in the future. Table 6.6 shows the City's near future projected recycled water production.

Table 6.6 Retail: Methods to Expand Future Recycled Water Use

☐	Supplier does not plan to expand recycled water use in the future. Supplier will not complete the table below but will provide narrative explanation.		
6.6.4 - 6.6.6	Provide page location of narrative in UWMP		
Name of Action	Description	Planned Implementation Year	Expected Increase in Recycled Water Use ⁽¹⁾
Unrestricted Agricultural Irrigation	The WWTP would be upgraded to provide disinfected tertiary recycled water. The water could be used to irrigate the City's reclamation area or supplied to neighboring irrigation districts.	2025	2,230
Total			2,230

Notes:

(1) Expected increase is not an increase from 2020 to 2025, this value is the volume of expected recycled water use in 2025.

6.7 Desalinated Water Opportunities

10631(d). Describe the opportunities for development of desalinated water, including, but not limited to, ocean water, brackish water, and groundwater, as a long-term supply.

The City does not utilize any desalinated water for their domestic water supply.

6.8 Exchanges or Transfers

10631(d). Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.

The UWMPA requires the UWMP to address the opportunities for development of short or long-term transfer or exchange opportunities.

6.8.1 Exchanges or Transfers

Water exchanges entail water being delivered by one water user to another water user, with the receiving water user providing water in return at a specified time or when the conditions of the parties' agreements are met. As outlined in the Recycled Water Feasibility Study, if the City is providing irrigation water supply to nearby irrigation districts, the opportunity for Friant-Kern Canal (FKC) surface water exchanges with those irrigation districts is a likely possibility. This surface water would be used to feed groundwater recharge basins or a surface water treatment plant. Presently, the City does not have any exchange agreements with adjacent irrigation districts between FKC surface water and recycled water, however negotiations are expected to begin in the near future.

6.8.2 Emergency Interties

The City does not have any emergency interties with surrounding agencies. As mentioned in Section 6.3, the City's source of water is solely from groundwater wells and does not have any supplementary drinking water supply to its system.

6.9 Future Water Projects

10631(f)... The urban water supplier shall include a detailed description of expected future projects and programs that the urban water supplier may implement to increase the amount of the water supply available to the urban water supplier in normal and single dry water years and for a period of drought lasting five consecutive water years. The description shall identify specific projects and include a description of the increase in water supply that is expected to be available from each project. The description shall include an estimate with regard to the implementation timeline for each project or program.

As discussed in Section 6.6.5, the City intends to upgrade their existing WWTP and supporting effluent infrastructure to supply tertiary treated disinfected recycled water for unrestricted agricultural irrigation to nearby irrigation districts. This in turn will provide the opportunity for the City to enter into surface water exchange agreements with the irrigation districts surface water allocation for groundwater recharge from either the Friant Kern Canal. Ultimately this exchange enables the City to actively increase groundwater recharge efforts and potentially construct a surface water treatment plant in the future. Additionally, the City's anticipates the installation of three new wells on the west side of the UDB to provide an additional capacity up to 3.3 mgd to the potable water distribution system to reduce the supply deficit between the

maximum day demand (MDD) and the existing firm supply. The City's IMP also investigated the augmentation of their existing water supply portfolio with the addition of 12 new wells within the water service area to meet the 2040 projected future maximum day demands. The City plans to utilize these future water projects regardless of normal or consecutive drought years to expand their water system within their UDB to meet daily demands within their water service area. The City investigated the feasibility of a direct potable reuse water supply alternative in their 2020 RWFS. DPR includes combining highly treated recycled water with potable groundwater water to augment drinking water supply directly. The high cost of advanced treatment and the requirement to dispose of RO concentrate eliminated this alternative from the City's water supply portfolio alternatives. Table 6.7 presents the City's expected future water supply programs and their anticipated implementation time.

Table 6.7 Retail: Expected Future Water Supply Projects or Programs

☐	No expected future water supply projects or programs that provide a quantifiable increase to the agency's water supply. Supplier will not complete the table below.					
☐	Some or all of the supplier's future water supply projects or programs are not compatible with this table and are described in a narrative format.					
6.6.4 - 6.6.6 & 6.9	Provide page location of narrative in the UWMP					
Name of Future Projects or Programs	Joint Project with other suppliers?		Description (if needed)	Planned Implementation Year	Planned for Use in Year Type	Expected Increase in Water Supply to Supplier
	Y/N	Name of Agencies				
Add additional rows as needed						
Recycled Water	No	N/A	Tertiary treated disinfected unrestricted agricultural irrigation	2024 - 2025	All Year Types	0
Surface Water Exchange	Yes	Porterville Irrigation District Saucelito Irrigation District Teapot Dome Water District	Assuming a 1:1 exchange ratio of recycled water to surface water	TBD	All Year Types	1,556 – 3,227 ⁽¹⁾
Water Supply Improvements Installation of three (3) New Wells on west side	No	N/A	Install new groundwater extraction wells within City UDB ⁽²⁾	2021	All Year Types	5.1 mgd
2040 Water Supply Recommendations Installation of up to 12 new wells	No	N/A	Install up to 12 new wells to meet the 2040 future demand ⁽²⁾	TBD	All Year Types	20.4 mgd
Notes:						
(1) Volumes listed includes the range of flows from 2020 to 2040.						
(2) Porterville Integrated Master Plan Chapter 8 – Utility System Evaluation and Proposed Improvements						

6.10 Summary of Existing and Planned Sources of Water

10631 (b) Identify and quantify, to the extent practicable, the existing and planned sources of water available to the supplier over the same five-year increments described in subdivision (a), providing supporting and related information, including all of the following...

(b)(2) When multiple sources of water supply are identified, a description of the management of each supply in correlation with the other identified supplies.

(h) An urban water supplier that relies upon a wholesale agency for a source of water shall provide the wholesale agency with water use projections from that agency for that source of water in five-year increments to 20 years or as far as data is available. The wholesale agency shall provide information to the urban water supplier for inclusion in the urban water supplier's plan that identifies and quantifies, to the extent practicable, the existing and planned sources of water as required by subdivision (b), available from the wholesale agency to the urban water supplier over the same five-year increments, and during various water-year types in accordance with subdivision (f). An urban water supplier may rely upon water supply information provided by the wholesale agency in fulfilling the plan informational requirements of subdivisions (b) and (f).

6.10.1 Description of Supplies

As discussed in Section 6.3, 6.4, and 6.5, the City's main and only source of potable water is groundwater with undisinfected secondary treated recycled water used as restricted agricultural irrigation for fodder crops as a means of groundwater recharge and effluent disposal. In the future, the City Plans to expand its water supply portfolio by upgrading their existing WWTP to full tertiary treatment with disinfection to provide recycled water for unrestricted agricultural irrigation to surrounding irrigation districts in exchange for surface water rights for groundwater recharge and/or surface water treatment.

6.10.2 Quantification of Supplies

The actual source and volume of water for the year 2020 is presented in Table 6.8. With the implementation of Sustainable Groundwater Management Act (SGMA) and the acceptance of the ETGSP, groundwater supply availability in the Tule subbasin is quantified by the City's sustainable yield. As discussed in Section 6.3.2, the sustainable yield is the volume of water the City can safely extract from the aquifer without causing excessive overdraft conditions in the future. The City's 2020 Integrated Master Plan Water Supply Assessment investigates detailed water supply portfolio alternatives the City should consider in the future in order to diversify and expand its water supply. Presently, the City's groundwater volume is equivalent to the sustainable yield calculated in section 6.3.3. The City's projected 2040 extraction volume within its native sustainable yield and total precipitation allocation is approximately 17,355 AFY (5,655 MG) which is about 2,008 MG (6,162 AF) above existing pumping conditions. The recycled water quantification is simply the treated wastewater effluent volume that is available for percolation into the City's groundwater recharge ponds. The surface water (not desalinated) is the City's total surface water allocations from adjacent irrigation districts. Chapter 7 further discusses the supply and demand balance considering the supply fluctuations from drought conditions and variations in demand.

Table 6.8 Retail: Water Supplies — Actual

Water Supply	Additional Detail on Water Supply	2020		
		Actual Volume	Water Quality	Total Right or Safe Yield
Groundwater (not desalinated)	Tule Groundwater Subbasin	3,647	Drinking Water	5,655
Recycled Water	Disinfected Secondary Treated effluent from WWTP	1,556	Recycled Water	626 ⁽¹⁾
Surface Water (not desalinated)	Surface Water Allocation from Irrigation Districts	728	Other Non-Potable Water	664
Total		5,931		6,945

Notes:

(1) The Total or Safe Yield for recycled row lists the amount of recycled water that was percolated by the City in 2020

The projected water supply in 5-year increments is included in Table 6.9. For the City, the available water supply is projected based on estimated future demands. As discussed in Section 6.8, the surface water exchanges are assumed to be a 1:1 volume exchange ratio of tertiary treated disinfected recycled water to Friant Kern Canal delivered surface water, therefore as shown in Table 6.9, the recycled water volume is not listed since that would not offset potable water supply but would enable a surface water exchange. All surface water will be utilized in groundwater recharge.

Table 6.9 Retail: Water Supplies — Projected

Water Supply	Additional Detail on Water Supply	Projected Water Supply Report to the Extent Practicable <i>Reasonably Available Volume⁽¹⁾</i>				
		2025	2030	2035	2040	2045 (opt)
Groundwater (not desalinated)	Strictly groundwater pumping using existing City wells	5,655	5,655	5,655	5,655	-
Surface water (not desalinated)	From 1:1 exchange with nearby Irrigation Districts from Surface Water and Recycled Water Exchange. Not Treated, would be available for groundwater recharge	2,230	2,522	2,854	3,227	-
Surface water (not desalinated) ⁽²⁾	Purchased for groundwater percolation from PWC and PSDC	664	664	664	664	-
Total		8,549	8,841	9,173	9,546	-

Notes:

(1) The Reasonably Available volume was determined from the City of Porterville 2020 Integrated Master Plan groundwater Sustainable yield outlined in the ETGSP. This volume is subject to change over the coming years, however projected to 2040, remains at 5,655 MG per year or 17,355 AFY. The surface water via exchange with nearby irrigation districts is an assumed 1:1 exchange ratio with projected recycled water production volumes listed in the City's RWFS.

(2) Surface water allocation through Porter Slough Ditch Company, Porterville Irrigation District, and Pioneer Water Company

6.11 Special Conditions

This section describes any special conditions that could potentially affect the City's water supply presently or in the future.

6.11.1 Climate Change Effects

Increasing temperatures, drought conditions, and population growth will likely increase water demands for the City in the future. To augment the groundwater supply working towards both their GSP and General Plan goals, the City currently recharges treated wastewater effluent into groundwater percolation basins at their reclamation site near the municipal airport. In the future, the potential for surface water exchanges with nearby irrigation districts will add additional supply for groundwater recharge and potentially surface water treatment. Effects from climate change can potentially decrease the availability of surface water in the FKC given the allocation volumes therefore reducing the availability of surface water for the City's use and further reducing supplies. To investigate the effects of climate change on the projected averages of hydrologic parameters such as precipitation, snowfall, surface runoff, and temperature, the Cal-Adapt extended drought scenario tool was used to explore possible impacts resulting from climate change.

As discussed, the City's supply is completely dependent upon seasonal hydrologic conditions via precipitation in the valley or accumulated snowpack in the Sierra Nevada mountains. Cal-Adapt Extended Drought tool displays hydrologic data projected to specific date ranges of this upcoming century. Early Century is considered 2023 to 2042 and late century 2051 to 2070. This tool explores data for two 20-year drought scenarios, earlier and latter part of the century, derived from meteorological and hydrological simulations. Cal Adapt includes projected max/min temperatures, precipitation, evapotranspiration, snow water equivalent, and runoff values for a period of an extended drought period of up to 20 years. Data from the Cal-Adapt Extended Drought Tool was analyzed to summarize the potential impacts on water supplies related to climate change with respect to historical data. In summary, the model shows the effects from climate change can likely reduce the annual precipitation averages in future. Table 6.10 shows the projected hydrologic parameters listed in the model for the City's water service area. Appendix J includes additional informational outputs from the Cal-Adapt Extended Drought Simulation Tool.

Table 6.10 Cal-Adapt Hydrologic Parameter Projections

Hydrologic Parameter	Early Century Drought (2023–2042)	Late Century Drought (2051-2070)	Observed Historical
Max. Temperatures (°F)	82.0	85.6	77.2
Min. Temperatures (°F)	53.1	56.3	49.0
Precipitation (inches)	7.7	7.6	11.0
Evapotranspiration (inches)	5.5	6.6	9.4
Snow Water Equivalent (inches)	0.0	0.0	0.0
Runoff (inches)	0.5	0.5	0.8

6.11.2 Regulatory Conditions and Project Development

As discussed with the implementation of SGMA and the ETGSP, the City must strive to extract groundwater within their sustainable yield volume. Presently, the City is well beneath the quantified sustainable yield volumes and plans to expand groundwater production efforts for system reliability and augmentation to meet existing and future maximum day demands. Additionally, as development within the City continues, all new water service connections will require meters to monitor consumption and demands.

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Chapter 7

WATER SYSTEM RELIABILITY AND DROUGHT RISK ASSESSMENT

The UWMPA requires that the UWMP address the reliability of the agency's water supplies. This includes supplies that are vulnerable to seasonal or climatic variations. In addition, an analysis must be included to address supply availability in a normal year, a single-dry year and in five-consecutive years of drought.

10635 (a) Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the long-term total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and a drought lasting five consecutive water years. The water service reliability assessment shall be based upon the information compiled pursuant to Section 10631, including available data from state, regional, or local agency population projections within the service area of the urban water supplier.

7.1 Constraints of Water Sources

10631 (b)(1) A detailed discussion of anticipated supply availability under a normal water year, single dry year, and droughts lasting at least five years, as well as more frequent and severe periods of drought, as described in the drought risk assessment. For each source of water supply, consider any information pertinent to the reliability analysis conducted pursuant to Section 10635, including changes in supply due to climate change

There are two aspects of supply reliability that can be considered. The first relates to immediate service needs and is primarily a function of the availability and adequacy of the supply facilities. The second aspect is climate-related and involves the availability of water during mild or severe drought periods. This section examines the reliability of the water supply available to the City.

7.1.1 Water Supply Quality

Appendix H contains the Annual Consumer Confidence Report (CCR) for the City's service area for the year 2020. The City's groundwater quality has been consistently good over the last ten years with the exception of moderately high nitrate concentrations in some areas due to historical irrigation practices. The City shallow wells (less than 300 feet deep) show increased nitrate concentrations over the last 12 years, however the elevated levels ranged between 3.6 to 6.8 milligrams per liter (mg/L) which is still below the MCL. As for the deeper City wells,

(>300 feet), the nitrate concentrations ranged from 1 to 5.5 mg/L, however it is expected that the increased influence in nitrate concentration is from downward flow of shallow groundwater to greater depths when water levels were deeper. The City has the opportunity to improve the groundwater quality by avoiding construction of new wells near the surface water features throughout the City to enable effective groundwater recharge as well as groundwater recharge from surface water application on sandy soil areas typically adjacent to the Tule River.

7.1.2 Climate

The constraints to the City's water source is discussed in Section 4.6 and 6.3.

7.1.3 Potential Alternative Sources

As discussed in Chapter 6, presently the City's existing water supply is sourced solely from groundwater. The City also received surface water allocations from the Pioneer Water Company, Porter Slough Ditch Company, and Porterville Irrigation District that are utilized for groundwater recharge. When surplus surface water allocations are available the City purchases additional surface water from nearby irrigation districts for additional groundwater recharge. The City's IMP outlines the need for the City to increase its groundwater water supply through expansion of their existing well system as well as groundwater recharge from surface water right exchanges with adjacent irrigation districts. Ultimately, the access to surface water gives the City the opportunity to investigate a surface water treatment plant in the future. As discussed in Section 6.9, the City rejected the DPR water supply alternative in their RWFS.

7.2 Water Supply Reliability by Type of Year

This section considers the City's water supply reliability during three water scenarios: average year, single-dry year, and five-consecutive-year drought. An average year is also referred to as a "normal" year.

These scenarios are defined as follows:

- **Average year:** a year, or an averaged range of years, that most closely represents the average water supply available to the City. Generally, a year that represents the average precipitation on record. Based on the historic DWR precipitation records from 1988 to 2020, calendar year 2015 best characterizes average year condition.
- **Single-dry year:** The year that represents the lowest water supply available to the City in a single year. Based on historic DWR precipitation records from 1988 to 2020, the calendar year 2013 best characterizes single dry year conditions.
- **Five-Consecutive-Year Drought:** the period that represents the driest five-year historical sequence for the City. Generally considered to be the lowest average runoff for a five-consecutive-year period. Based on historic DWR precipitation records from 1988 to 2020, the period from 2011 through 2015 best characterizes the five-year consecutive drought conditions.

7.2.1 Methodology

In the event of single and multiple dry years, reduced rainfall results in less groundwater recharge. The ETGSP has determined sustainable yields for the time being of the City of Porterville with respect to other agencies who utilize the Tule groundwater basin. The ETGSP determines the City's sustainable yield from the Tule groundwater is about 17,355 AFY (5,655 MG), this volume is subject to change annually based on current drought conditions and

City usage. The volume is assumed to be projected to 2040 to represent the City's sustainable yield to 2040. Currently and historically, the City's demand is below the sustainable yield limit. In past period of drought, the City has met water demands with their existing groundwater supply, however water restrictions were set in place to reduce impacts on the existing well and distribution infrastructure and to alleviate strained groundwater elevations from dropping below existing wells.

7.2.2 Basis of Water Year Data

The specific years identified for average, single-dry, and five-consecutive-year drought presented in Table 7-1 were developed based on historical DWR runoff records for the City of Porterville and the availability of City's records. The historic per capita demand is shown in Figure 7.1.

Table 7.1 Retail: Basis of Water Year Data (Reliability Assessment)

Year Type	Base Year	Available Supplies if Year Type Repeats	
		☐	Quantification of available supplies is not compatible with this table and is provided elsewhere in the UWMP. Location _____
		☒	Quantification of available supplies is provided in this table as either volume only, percent only, or both.
		Volume Available	Percent of Average Supply
Average Year	2015	3,117	100
Single-Dry Year	2013	4,276	137%
Consecutive Dry Years 1st Year	2011	3,955	127%
Consecutive Dry Years 2nd Year	2012	4,220	135%
Consecutive Dry Years 3rd Year	2013	4,276	137%
Consecutive Dry Years 4th Year	2014	3,877	124%
Consecutive Dry Years 5th Year	2015	3,117	100%

The years chosen to represent the dry-year scenarios were determined by examining precipitation records from DWR Success Lake (SCC) precipitation gage with historical data ranging from 1988 to 2020. The total precipitation average of the historical data shows 2015 as an average year for the City's water supply. The per capita water demand in 2015 was 130 gpcd. Figure 7.1 shows the average demand from 2015 to 2020 is around 130 gpcd as well as conservation efforts and customer water use behavior has changed as a result of the last major drought period from 2011 to 2017. 2013 shows the lowest single year precipitation therefore representing the single-dry year type with a per-capita water demand of 179 gpcd. The single dry year demand shows to be approximately 27-percent higher than the average per capita demand as a result of increased water usage from dry conditions. The historical precipitation records show the lowest average consecutive precipitation between 2011 and 2015. The average per capita demand between 2011 and 2015 starts at 163 gpcd in 2011 and peaks at 170 gpcd in 2013 and ending at 130 gpcd in 2015 as conservation efforts were implemented by the City to reduce demands. The City's demand has historically been covered completely by groundwater through all year types with fluctuation in demands as conservation efforts are set in place.

For conservation planning, demands were not increased for the single dry-year since the value in 2013 is significantly higher than the present per capita demand between 2015 and 2020. Additionally for the five-year consecutive dry condition, demands were not reduced due in part they are much higher than the present day demands and already represent a conservative planning approach to the City.

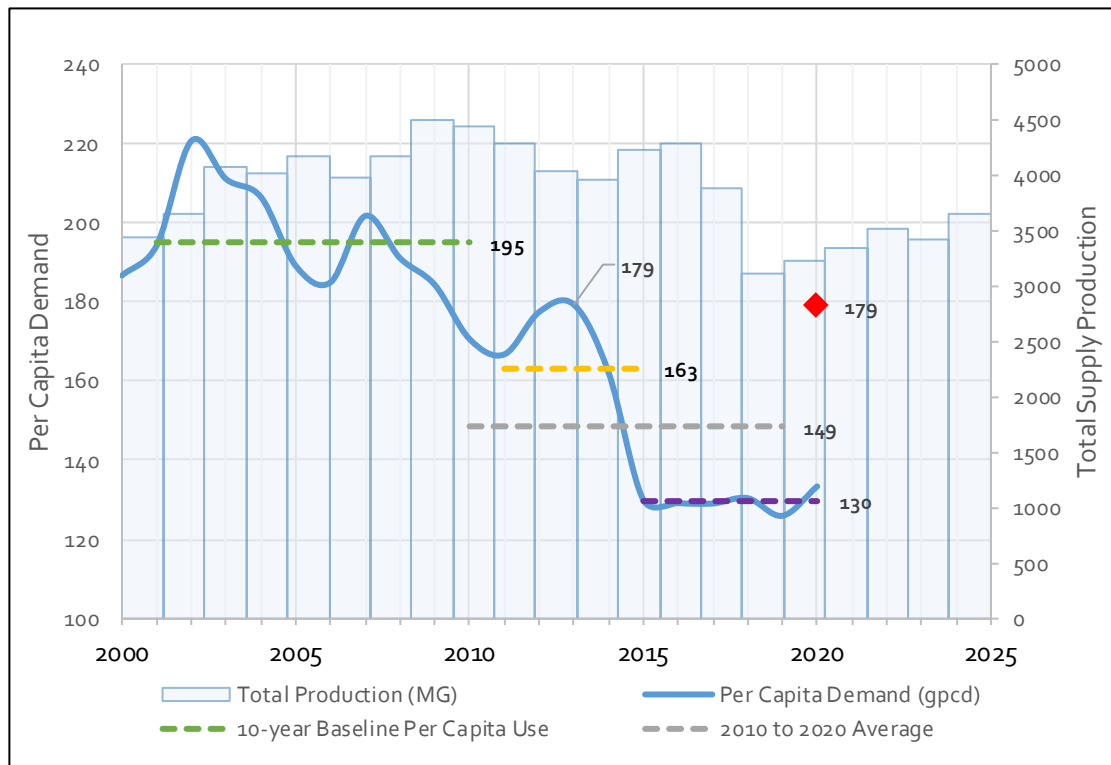


Figure 7.1 Average Demand from 2015 to 2020

7.3 Water Service Reliability Assessment

10635(a). Every urban water Supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the long-term total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and a drought lasting five consecutive water years. The water service reliability assessment shall be based upon the information compiled pursuant to Section 10631, including available data from state, regional, or local agency population projections within the service area of the urban water supplier.

The projected demand and supplies are compared in 5-year increments in Table 7.2, Table 7.3, and Table 7.4.

7.3.1 Water Service Reliability - Normal Year

Table 7.2 provides an estimate of the projected normal year supply and demand totals. Demands are projected to increase to 8,322 MG in 2040. Under average year conditions the City will meet the majority of their demand with groundwater up to the sustainable yield allocation volume of the basin as well as the anticipated groundwater recharge through available surface water exchanges with nearby irrigation districts and surface water allocations already possessed by the City. The demand total for Table 7.2 shows the average year demand for only the potable water demand with the existing groundwater supply in addition to surface water recharge.

Table 7.2 Retail: Normal Year Supply and Demand Comparison – Potable and Non-Potable

	2025	2030	2035	2040
Supply Totals ⁽¹⁾	8,542	8,834	9,166	9,539
Demand Totals ⁽²⁾	5,731	6,497	7,337	8,322
Difference	2,812	2,337	1,829	1,217

Notes:

(1) Supply total assumes a 1:1 surface water exchange with recycled water with surrounding irrigation districts utilizing projected recycled water volumes as shown in the 2020 RWFS.

(2) Demands include drinking water from Table 4-3

7.3.2 Water Service Reliability - Single-Dry Year

Table 7.3 provides an estimate of the projected single-dry year supply and demand totals. Demand reductions due to water shortage stage rationing measures are not included in the single-dry year demand estimates.

As described in Section 7.2.2, the single-dry year demand was not increased since it is 27-percent greater than the average year and the 2015 to 2020 average water demand, therefore presenting an automatic conservative estimate with respect to current demands. This planning demand is consistent with the City's 2020 IMP per capita water demand.

The surface exchanges were assumed to be 100 percent allocation from the FKC being that years prior to this single-dry year were hydrologically normal therefore reservoir levels were able to accommodate United States Bureau of Reclamation (USBR) water contractor demands. The surface water volume was based on a 40 percent ratio of extracted groundwater to metered wastewater effluent. The recycled water volumes were directly exchanged for surface water through the FKC to be used for groundwater recharge augmenting the basin. With the augmented groundwater supply, the City has a sufficient available volume to meet projected demands during the single dry year condition.

Table 7.3 Retail: Single Dry Year Supply and Demand Comparison

	2025	2030	2035	2040
Supply Totals ⁽¹⁾	8,345	8,589	8,862	9,168
Demand Totals ⁽²⁾	4,789	5364	6,007	6,728
Difference	3,556	3,225	2,855	2,440

Notes:

(1) Supply total assumes a 1:1 surface water exchange with recycled water with surrounding irrigation districts utilizing projected recycled water volumes as shown in the 2020 RWFS and a 100 MG per year groundwater recharge similar to historical City practices.

(2) Demands include potable water only with a 12% growth rate.

7.3.3 Water Service Reliability – Five-Consecutive-Year Drought

Table 7.4 provides an estimate of the projected five-consecutive-year drought supply and demand totals. Similar to the single dry year, the water demands were not adjusted since they represent a conservative estimate in comparison to the City's present day water use. The water demand during consecutive dry years is represented by the water demand between 2011 and 2015. The highest demand increase was a 6 percent increase from 2011 to 2012 and a 1 percent increase from 2012 to 2013. From the third year (2013) demands significantly reduce by 10 percent in above 2014 and by 20 percent in 2015.

Since the City has historically met all water needs regardless of hydrologic condition by groundwater and are still below their sustainable yield, the supply for all years included groundwater extraction to meet demand and groundwater recharge from the City's existing allocation and surface water exchanges for recycled water with the nearby irrigation districts to increase supply. Similar to section 7.3.2, the surface water exchange volume was assumed to be 40 percent of the extracted groundwater and exchanged at a 1:1 ratio with surface water. It was assumed that the FKC allocation for surface water was 100 percent for the first year, 80 percent for the second year, 75 percent for the third year and was reduced to 50 percent for the fourth and fifth years. It was also assumed that groundwater recharge followed the same allocations as surface water percentages and was a portion of the City's total allocation of 664 MG.

From the data shown in Figure 7.1, the reduction in demands between 2013 and 2015 is from the implementation of conservation efforts set by the City and continue to progress with a similar average demand to 2020 as a result of passive water conservation efforts by the customers.

Table 7.4 Retail: Multiple Dry Years Supply and Demand Comparison

		2025	2030	2035	2040
First Year	Supply Totals	8,542	8,834	9,166	9,539
	Demand Totals	4,430	4,961	5,556	6,223
	Difference	4,113	3,873	3,610	3,316
Second Year	Supply Totals ⁽¹⁾	8,012	8,245	8,511	8,809
	Demand Totals	4,726	5,294	5,929	6,640
	Difference	3,285	2,952	2,582	2,168
Third Year	Supply Totals ⁽¹⁾	7,879	8,098	8,347	8,626
	Demand Totals	4,789	5,364	6,007	6,728
	Difference	3,090	2,734	2,340	1,898
Fourth Year	Supply Totals ⁽¹⁾	7,215	7,361	7,528	7,714
	Demand Totals	4,342	4,863	5,447	6,101
	Difference	2,873	2,498	2,081	1,613
Fifth Year	Supply Totals ⁽¹⁾	7,215	7,361	7,528	7,714
	Demand Totals	3,491	3,910	4,379	4,905
	Difference	3,724	3,451	3,148	2,809

Notes:

(1) FKC allocations to water contractors: 100 percent first year, 80 percent second year, 75 percent third and 50% fourth, and fifth years. Groundwater recharge from surface water allocations from Porterville Irrigation District, Pioneer Water Company, and Porter Slough Ditch Company

7.3.4 Description of Management Tools and Options

10620(f). An urban water supplier shall describe in the plan water management tools and options used by that entity that will maximize resources and minimize the need to import water from other regions.

Currently, the City of Porterville solely utilizes local groundwater supplies to meet potable water demands. The City plans to continue to use groundwater as its main water supply with groundwater recharge using surface water in the near future. Details of the groundwater recharge potential is discussed in Section 6.8 and 6.9

7.3.5 Seismic Risk Assessment and Mitigation Plan

10632.5(c). An urban water supplier may comply with this section by submitting, pursuant to Section 10644, a copy of the most recent adopted local hazard mitigation plan or multihazard mitigation plan under the federal Disaster Mitigation Act of 2000 (Public Law 106-390) if the local hazard mitigation plan or multihazard mitigation plan addresses seismic risk.

The Central San Joaquin Valley has an unlikely chance of seismic risk due to the soil type and the vicinity of active faults, however the risk is still possible for a significant seismic event to affect the City's water assets. The Kern Canyon Fault Zone and the Owens Valley Faults are the only two fault systems that run through Tulare County that are reported by the United States Geological Survey (USGS), however the Kern Canyon Fault has been inactive since the 1930's. Additionally, the State's largest fault system, the San Andres Fault, is not within Tulare County, but is nearby the western border. The largest earthquake ever recorded nearest to the City was a magnitude 5.0 in 1915. Being within Tulare County, Porterville is included within the Tulare County Multi-Jurisdictional Local Hazard Mitigation Plan (MJLHMP) as a participating agency.

The MJLHMP identifies Tulare County vulnerabilities to earthquakes as small since the County is not in a high hazard area for earthquakes. The MJLHMP provides mitigation goals and actions for participating communities within the Plan. The 5 goals of the MJLHMP are listed below:

- Goal 1: Protect life, property, and reduce potential injuries from natural, technological, and human-caused hazards.
- Goal 2: Improve public understanding, support and need for hazard mitigation measures
- Goal 3: Promote disaster resistance for the County's natural, existing, and future built environment.
- Goal 4: Strengthen partnerships and collaboration to implement hazard mitigation activities.
- Goal 5: Enhance the County's ability to effectively and immediately respond to disasters.

The mitigation measures associated with Earthquake risks and their corresponding hazard mitigation goals are listed in Table 7.6 below. The entire hazard mitigation list for all hazards are included in Table 6.2 of the MJHMP in Appendix L.

Table 7.5 County-Specific Mitigation Strategies for Earthquake Hazards

Goal	Strategy Number	Mitigation Strategy
1	1-1	Create a GIS-based pre-application review for new construction and major remodels of residential and/or non-residential structures in hazard areas, such high and/or very high wildfire areas.
1	1-2	Continue to integrate the Tulare County MJLHMP, in particular the hazard analysis and mitigation strategy sections, into local planning documents, including general plans, emergency operations plans, and capital improvement plans.
1	1-3	Permit development only in areas where the potential danger to the health and safety of people and property can be mitigated to an acceptable level.
1	1-4	Continue to designate areas with a potential for significant hazardous conditions for open space, agriculture, and other appropriate low intensity uses.
1	1-5	Except as otherwise allowed by State law, ensure that all new buildings intended for human habitation are designed in compliance with the latest edition of the California Building Code, California Fire Code, and other adopted standards based on risk (e.g., seismic hazards, flooding), type of occupancy, and location (e.g., floodplain, fault).
1	1-7	Continue to evaluate areas to determine levels of earthquake risk.
1	1-8	Continue to discourage construction and grading on slopes in excess of 30%
1	1-9	Request Federal and State financial assistance to implement corrective seismic safety measures required for existing County buildings and structures.
1	1-10	Do not permit any structure for human occupancy to be placed within designated Earthquake Fault Zones (pursuant to and as determined by the Alquist-Priolo Earthquake Fault Zoning Act; Public Resource code, Chapter 7.5) unless the specific provision of the Act and Title 14 of the California Code of Regulations have been satisfied.
1	1-11	Discourage the location of new schools in areas designated for agriculture, unless the School District agrees to the construction and maintenance of all necessary infrastructure impacted by the project.
1	1-43	Continue to create, revise, and maintain emergency plans for the broad range of natural and human-made disasters and response activities that could foreseeably impact the County. This shall include, but not be limited to, flooding, dam failure, extreme weather, evacuation/transportation, mass care and shelter, and animal evacuation and sheltering.
1	1-60	Seismically retrofit or replace County and local ramps and bridges that are categorized as structurally deficient by Caltrans, are located in high ground shaking areas, and/or are necessary for first responders to use during and/or immediate after a disaster or emergency.
2	2-1	Continue to promote awareness and education among residents regarding possible natural hazards, including soil conditions, earthquakes, flooding, fire hazards, and emergency procedures.

Goal	Strategy Number	Mitigation Strategy
4	4-3	Coordinate emergency response with local, State, and Federal governmental agencies, community organizations, volunteer agencies, and other response partners during emergencies or disasters using the California Standard Emergency Management System and the National Incident Management System.
4	4-4	Participate in established local, State, and Federal mutual aid systems. Where necessary and appropriate, the County shall enter into agreements to ensure the effective provision of emergency services, such as mass care, heavy rescue, hazardous materials, or other specialized function.
5	5-2	Require, where feasible, road networks (public and private) to provide for safe and ready access for emergency equipment and provide alternate routes for evacuation.

7.4 Drought Risk Assessment

10635(b) Every urban water supplier shall include, as part of its urban water management plan, a drought risk assessment for its water service to its customers as part of information considered in developing the demand management measures and water supply projects and programs to be included in the urban water management plan. The urban water supplier may conduct an interim update or updates to this drought risk assessment within the five-year cycle of its urban water management plan update. The drought risk assessment shall include each of the following...

(3) A comparison of the total water supply sources available to the water supplier with the total projected water use for the drought period. [Emphasis added]

(4) Considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.

CWC Section 10635(b) is a new requirement for the 2020 UWMPs where suppliers are required to prepare a DRA with descriptions of data and methods used, basis for the supply shortage conditions, determination of the reliability of sources, and a comparison of the total water supplies and uses during the drought. The DRA will be submitted every five years in addition to conducting an annual water supply and demand assessment. Evaluation for the DRA is based on the five dry years with consideration of climate changes, regulations, and other local criteria. In the event of stressed hydrologic conditions, suppliers will consider management of their water supplies in relation to customer usage, identify potential system vulnerabilities, and provide explanations of assumptions and decisions on which the analysis was based.

A summary of the City's water supply drought risk assessment from 2021 through 2025 is summarized in Table 7.6. As discussed, the City presently and historically has met all of their demands from groundwater and actively uses surface water allocations for groundwater recharge. Groundwater recharge is not assumed to be a WSCP planned action since it's the City's status quo. Additionally, the City is still well below their sustainable yield value as indicated in the ETGSP therefore there is sufficient supply to meet anticipated demands within the next five years. The DRA report is included in Appendix J, which included additional details regarding potential supply vulnerabilities.

Table 7.6 Five-Year Drought Risk Assessment Tables to Address CWC Section 10635(b)

2021	Total
Gross Water Use	3,738
Total Supplies	7,882
Surplus/Shortfall without WSCP Action	4,144
Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit	N/A
WSCP - use reduction savings benefit	N/A
Revised Surplus/(shortfall)	N/A
Resulting percent Use Reduction from WSCP action	4,144
2022	Total
Gross Water Use [Use Worksheet]	3,832
Total Supplies [Supply Worksheet]	7,837
Surplus/Shortfall without WSCP Action	4,005
Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit	N/A
WSCP - use reduction savings benefit	N/A
Revised Surplus/(shortfall)	N/A
Resulting percent Use Reduction from WSCP action	4,005
2023	Total
Gross Water Use [Use Worksheet]	3,927
Total Supplies [Supply Worksheet]	7,856
Surplus/Shortfall w/o WSCP Action	3,928
Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit	N/A
WSCP - use reduction savings benefit	N/A
Revised Surplus/(shortfall)	N/A
Resulting percent Use Reduction from WSCP action	3,928
2024	Total
Gross Water Use [Use Worksheet]	4,026
Total Supplies [Supply Worksheet]	7,791
Surplus/Shortfall without WSCP Action	3,665
Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit	N/A
WSCP - use reduction savings benefit	N/A
Revised Surplus/(shortfall)	N/A
Resulting percent Use Reduction from WSCP action	3,665

2025	Total
Gross Water Use [Use Worksheet]	4,126
Total Supplies [Supply Worksheet]	7,215
Surplus/Shortfall without WSCP Action	3,089
Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit	N/A
WSCP - use reduction savings benefit	N/A
Revised Surplus/(shortfall)	N/A
Resulting percent Use Reduction from WSCP action	3,089

7.5 Regional Supply Reliability

10620 (f) an urban water supplier shall describe in the plan water management tools and options used by that entity that will maximize resources and minimize the need to import water from other regions.

As described in Chapter 6, the City does not utilize imported water within its service area for domestic use. The City uses imported surface water only for groundwater recharge. In the near future, the City intends to utilize imported surface water exchanges with recycled water for groundwater augmentation projects. Currently, negotiations and agreements with nearby irrigation districts have not been initiated. The future groundwater recharge efforts by the City are intended to reduce the impacts to the groundwater basin from over drafting conditions and to increase the reliability of the groundwater basin for continued use by the City in the future. The potential to utilize the surface water received via exchanges may also be utilized for a surface water treatment facility in the future by the City to further diversify their water supply portfolio.

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Chapter 8

WATER SHORTAGE CONTINGENCY PLAN

In response to the severe drought of 2012-2016, new legislation in 2018 created a Water Shortage Contingency Plan (WSCP) mandate replacing the water shortage contingency analysis under former law. The new requirements are more prescriptive to drive consistency throughout California.

The City has an existing Water Conservation Plan (WCP), which serves as the WSCP and is a stand-alone document. The WCP is included in Appendix I of this Urban Water Management Plan (UWMP). Because the WSCP is separate from the UWMP, it can be amended as needed without amending the 2020 UWMP.

To fulfill the requirements of California Water Code (CWC) § 10632, the WSCP includes the following required elements in addition to details unique to the City's supply, location, and service area characteristics:

- Water Supply Reliability and Drought Risk Assessment.
- Annual Water Supply and Demand Assessment Procedures.
- Six Standard Water Shortage Levels.
- Shortage Response Actions.
- Communication Protocols.
- Compliance and Enforcements.
- Legal Authorities.
- Financial Consequences of WSCP Activation.
- Monitoring and Reporting.
- WSCP Refinement Procedures.
- Special Water Feature Distinction.
- Plan Adoption, Submittal, and Availability.

8.1 Water Supply Reliability and Drought Risk Assessment

A Drought Risk Assessment (DRA), which includes the following components, is considered as part of the water supply reliability assessment:

- Description of the data, methodology, and basis for the supply shortage conditions for a drought period lasting five consecutive water years, starting from the year following the assessment year.
- Determination of the reliability of each water supply source under a variety of water shortage conditions.
- Total available water supply sources compared with total projected water use for the drought period.
- Considerations of historical drought hydrology, plausible changes to projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.

Chapter 7 of the UWMP provides a DRA based on five consecutive dry years from 2021 through 2025. The DRA shows that the highest projected demand for both the single dry year and multiple dry year scenarios was 6,728 MG in 2040. With the City's continuous groundwater recharge activities, passive water conservation efforts already implemented in their conservation mandates, and the anticipated expansion of their surface water allocation with the upgrade of their existing WWTP to produce recycled water for unrestricted agricultural use, the City's supply portfolio is well beyond the projected demand and falls within their anticipated sustainable yield of 5,655 MG. The City presently and historically has met all their demands from groundwater. Additionally, the City is still well below their sustainable yield value and actively augments their supply by groundwater recharge. There is sufficient supply to meet projected demands within the next five years. The DRA report, included in Appendix J of the UWMP, includes additional details regarding potential supply vulnerabilities.

8.2 Annual Water Supply and Demand Assessment Procedures

10632.1 An urban water supplier shall conduct an annual water supply and demand assessment pursuant to subdivision (a) of Section 10632 and, on or before July 1 of each year, submit an annual water shortage assessment report to the department with information for anticipated shortage, triggered shortage response actions, compliance and enforcement actions, and communication actions consistent with the supplier's water shortage contingency plan...

10632(a)(2) The procedures used in conducting an annual water supply and demand assessment that include, at a minimum, both of the following: (A) The written decision-making process that an urban water supplier will use each year to determine its water supply reliability. (B) The key data inputs and assessment methodology used to evaluate the urban water supplier's water supply reliability for the current year and one dry year, including all of the following...

As required by CWC § 10632.1, the City must conduct a Water Supply and Demand Assessment (Annual Assessment) and must submit an annual Water Shortage Assessment Report (WSAR) based on that Annual Assessment on or before July 1 of each year starting in 2022. The focus of the Annual Assessment is based on actual forecasted near-term water supply conditions (over the next 12 months) to ensure appropriate shortage response actions are triggered in a timely manner with expected outcomes. The annual WSAR must contain information on any anticipated shortages, triggered shortage response actions, compliance and enforcement actions, and communication actions consistent with the City's WSCP. The Annual Assessment will be conducted using the procedures and methods detailed in Appendix Q of the Department of Water Resources (DWR) UWMP guidance document. As required by CWC § 10632(a)(2), the procedures must include the elements detailed in the following sections.

8.2.1 Decision-Making Process

The City's decision-making process for determining water supply reliability each year will be included in the WSAR:

1. City staff makes the determination that water supply conditions warrant a change in water shortage level.
2. City staff presents a request to the City Council for their approval of the change in water shortage level.

3. City staff monitors production capacity in order to make a determination on recommendations for moving from one water shortage level to the next. The decision to change water shortage levels will be based on a combination of surface water supplies, weather conditions, trends in water usage, groundwater levels, and well yield.
4. If efforts to reduce consumption in one water shortage level are not sufficient, then the next water shortage level is implemented. This progression continues until the highest water shortage level is reached.

8.2.2 Data Inputs and Water Supply Reliability Assessment Methodology

The following data inputs and assessment methodologies used to evaluate the City's water supply reliability for the current year and one dry year will be included in the WSAR.

- **Current Year Unconstrained Demand** - Procedures for determining anticipated customer water needs for the current year considering factors like weather, growth, and policies to manage current supplies. This matches the methodology presented in Chapter 4 of the UWMP for projecting demand and allows for real-time adjustments to account for weather, prior-year conditions, anticipated new demands, land use, and customer use patterns.
- **Current Year Available Supply** - Procedures for evaluating current year available water supply considering factors like groundwater recharge, hydrological and regulatory conditions in the current year and one dry year, hydrologic forecasting, and restrictions based on prior year availability and use. Each year's assessment is informed by characterizations in Chapter 6 of the UWMP.
- **Infrastructure Capabilities and Constraints** - Procedures to evaluate how existing capabilities and constraints may affect ability to deliver supplies to meet expected customer use needs in current year and one dry year. This would include anticipated capital projects to add capacity, or upcoming repairs or maintenance that may constrain capabilities, for example.
- **Locally Applicable Criteria and Other Factors** - Local criteria and how the City use it for the Annual Assessment; Local factors that can influence or disrupt supplies.

8.2.3 Description and Quantification of Each Water Supply Source

Chapter 6 of the UWMP provides a detailed description of the City's existing water supply and estimated future water supply sources over the next 20 years. The City's sole source of water supply is strictly groundwater. The City has historically relied on groundwater wells to supply its drinking water distribution system. The City has 36 active wells that are currently in service and are located throughout the City. The City's groundwater supply is summarized in Table 8.1.

Table 8.1 **Retail: Groundwater Volume Pumped (MG)**

Groundwater Type	Location or Basin Name	2016	2017	2018	2019	2020
Alluvial Basin	Tule Subbasin	3,222	3,345	3,515	3,422	3,647
Total		3,222	3,345	3,515	3,422	3,647

The City's water supply is quantified by adding sustainable yield plus groundwater recharge.

The City has plans to produce recycled water that it will both use for landscape irrigation and provide to nearby irrigation districts in exchange for surface water from the Friant-Kern Canal. It is the City's expectation that the exchange rate will be 1:1. Surface water from the Friant-Kern Canal may then be used as recharge water in the City's infiltration basins, or it may be source water for a future surface water treatment plant. Recycled water annual average daily flows (AADF) are projected to be 7.26 million gallons per day (MGD) in the year 2032 and 8.84 MGD in the year 2040.

8.3 Six Standard Water Shortage Levels

10632(a)(3) (A) Six standard water shortage levels corresponding to progressive ranges of up to 10, 20, 30, 40, and 50 percent shortages and greater than 50 percent shortage. Urban water suppliers shall define these shortage levels based on the suppliers' water supply conditions, including percentage reductions in water supply, changes in groundwater levels, changes in surface elevation or level of subsidence, or other changes in hydrological or other local conditions indicative of the water supply available for use...

As required by CWC § 10632(a)(3), the WSCP must include six standard water shortage levels representing shortages compared with normal reliability. The shortage levels are standardized to provide consistency regionally and statewide in response to the severe statewide drought of 2011-2017 and the resulting uncertainty associated with many different local definitions of water shortage stages. The six standard water shortage levels correspond to Up to 10%, up to 20%, up to 30 percent, up to 40 percent, up to 50 percent, and greater than 50 percent shortage in water supplies compared to demands under normal conditions.

These shortage levels are defined based on the City's water supply conditions including percentage reductions in water supply, changes in groundwater levels, changes in surface elevation or level of subsidence, or other changes in hydrological or other local conditions indicative of the water supply available for use. Shortage levels also apply to catastrophic interruption of water supplies, including, but not limited to, power outages, earthquakes, and other potential emergencies.

In concept, the six shortage levels represent an increasing gap between normal water supplies and normal customer water use. For example, the City may meet its anticipated customer water use with 100 percent of its available supply. At a 10 percent shortage level, the City must show its normally available supply is reduced by 10 percent and then identify locally appropriate shortage response actions (detailed further in Section 8.4) that would address the resulting gap. The normally expected water supply and water use is characterized in Chapters 4 and 7 of the UWMP. Since use and supply typically vary monthly and seasonally, the shortage evaluation is on a monthly and/or seasonal basis.

An urban water supplier with an existing water shortage contingency plan that uses different water shortage levels may comply with the requirement by developing and including a cross-reference relating its existing categories to the six standard water shortage levels, also known as a "crosswalk". The City has elected to keep the previously established five water shortage phases from their WCP and add a sixth stage to classify supply shortage greater than 50%. A crosswalk between the City's stages and DWR's standard levels is shown in Figure 1.

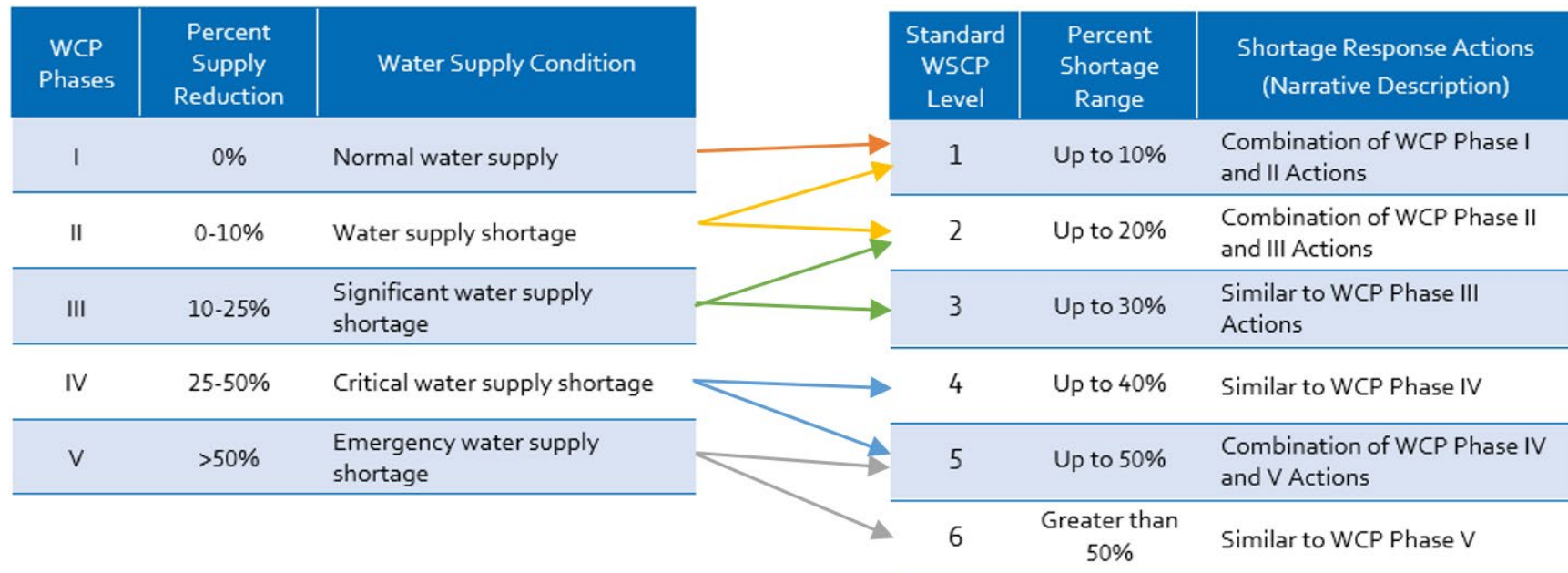


Figure 8.1 Crosswalk between WCP Phases and Standard WSCP Levels

8.4 Shortage Response Actions

10632(a)(4) Shortage response actions that align with the defined shortage levels and include, at a minimum, all of the following: (A) Locally appropriate supply augmentation actions. (B) Locally appropriate demand reduction actions to adequately respond to shortages. (C) Locally appropriate operational changes. (D) Additional, mandatory prohibitions against specific water use practices that are in addition to state-mandated prohibitions and appropriate to the local conditions. (E) For each action, an estimate of the extent to which the gap between supplies and demand will be reduced by implementation of the action.

CWC § 10632(a)(4) requires that the WSCP include locally appropriate shortage response actions that align with the six defined water shortage levels. The specific response actions depend on the severity of the shortage levels, local conditions, and are based on a quantitative analysis of the effectiveness of each action.

These shortage response actions must include at a minimum the following:

- Supply augmentation.
- Demand reduction.
- Operational changes.
- Additional mandatory restrictions (in addition to state-mandated prohibitions).
- Estimate of shortage response action effectiveness.

Table 8.2 lists the shortage response actions along with an estimate of the extent to which each shortage response action will reduce the gap between water supply and water demand. The expected magnitude of effectiveness or reduction benefit from a given action is based on water use changes that have occurred in response to implementing water shortage actions in the past. Additionally, throughout all the shortage response actions the City continues to augment their groundwater supply surface water allocations become available year round.

Table 8.2 WSCP Water Shortage Levels, Shortage Response Actions, and Estimated Magnitude of Benefit

Water Shortage Level	Percent Shortage Range	Shortage Response Actions (Narrative Description)	Estimated Magnitude of Benefit
1	Up to 10%	Operational Changes <u>City Watering Schedule</u> – City parks, median islands, and public facility landscaping will be watered during late night or early morning hours to the greatest extent possible and will be watered on alternating days rather than every day. <u>City Landscaping</u> – All new landscaping projects undertaken by the City will incorporate conservation design. <u>Non-Peak Fire Hydrant Testing</u> – The City's fire hydrant testing program will be scheduled during non-peak water usage times to the greatest extent possible without impairing the integrity of the City's fire protection service.	The City's standard practice to is to operate within Water Shortage Levels 3 and 4 to maintain water conservation throughout the year. The estimated magnitude of benefit for Levels 1 and 2 Shortage Response Actions is negligible because the Shortage Response Actions for Levels 3 and 4 generally supersede those of Levels 1 and 2.
		Demand Reduction Actions <u>Public Information Program</u> – Coordination with local news media; distribution of materials to residents, businesses, and industries; participation in Water Awareness Month (May); coordination with local schools; list of low-water trees and plants as well as Lawn and Landscape Water Guides made available upon request. <u>Project Review Committee</u> – The City's Project Review Committee (PRC) will evaluate the water conservation efforts of all new development projects. The goal is to encourage developers to voluntarily reduce water consumed in the project. In addition, City staff will familiarize the developer with the concept of xeriscaping, combining creative landscaping and efficient irrigation to save water and promote attractive alternatives to traditional, high water use landscapes. <u>Voluntary Three-Day Odd/Even Watering Schedule</u> – To minimize water usage, the public is encouraged to water their lawns and landscaping according to the following schedule. Addresses ending in an odd number water on Tuesday, Thursday, and Saturday, and addresses ending in an even number water on Wednesday, Friday, and Sunday. There is no watering on Monday. Watering should be avoided between the hours of 5:00 AM to 10:00 AM and 5:00 PM to 10:00 PM. <u>No Watering after Rainfall</u> – Advise against outdoor watering within forty-eight (48) hours of a measurable rainfall¹.	
		Mandatory Restrictions (in Additional to State-Mandated Prohibitions) No mandatory restrictions or prohibitions at Water Shortage Level 1.	
		Supply Augmentation Actions Ongoing surface water recharge from the Porter Slough Ditch Company, Pioneer Water Company, and allocation agreement with Porterville Irrigation District.	Surface water allocation is expected to be 100% at this level.

¹ Measurable rainfall is defined by the National Oceanic and Atmospheric Administration (NOAA) National Weather Service (NWS) as 1/100th of one inch.

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Water Shortage Level	Percent Shortage Range	Shortage Response Actions (Narrative Description)	Estimated Magnitude of Benefit
2	Up to 20%	Operational Changes - Continuation of all operational changes established in Water Shortage Level 1. <u>Three-Day City Watering Schedule</u> – A three-day water schedule will be adopted for all City parks, median islands, and public facility landscaping. <u>Water System Pressure Reduction</u> – Water use for nonessential activities may be deferred due to the pressure reduction in the City’s water system during high usage periods.	The City’s standard practice to is to operate within Water Shortage Levels 3 and 4 to maintain water conservation throughout the year. The estimated magnitude of benefit for Levels 1 and 2 Shortage Response Actions is negligible because the Shortage Response Actions for Levels 3 and 4 generally supersede those of Levels 1 and 2.
		Demand Reduction Actions - Continuation of all demand reduction actions established in Water Shortage Level 1. <u>Public Information Program</u> – The City will pursue a more aggressive distribution of information to promote awareness of the need to conserve water with an emphasis on the change from Water Shortage Level 1 (Voluntary) to 2 (Mandatory). Public education on the mandatory watering schedule. <u>Restaurants</u> – Notices will be sent to all restaurants within city limits requesting support of water conservation efforts by serving water to customers upon request only. <u>Leak and Water Waste Detection</u> – City staff will continue to audit water usage and report evidence of leaks or water waste for immediate action with an emphasis on coordinated community efforts to reduce water waste. <u>“Waste of Water Notices</u> – City staff will be equipped to issue “Waste of Water” notices to consumers identified as misusing water.	
		Mandatory Restrictions (in Additional to State-Mandated Prohibitions) <u>Three-Day Odd/Even Watering Schedule</u> – The City of Porterville will enforce a three-day odd/even landscape watering schedule for all residents, businesses, and industries. Addresses ending in an odd number shall water on Tuesday, Thursday, and Saturday, and addresses ending in an even number shall water on Wednesday, Friday, and Sunday. There is no watering on Monday. Watering shall only occur on designated watering days. Watering is prohibited between the hours of 5:00 AM to 10:00 AM and 5:00 PM to 10:00 PM. <u>No Watering after Rainfall</u> – Outdoor watering within forty-eight (48) hours of a measurable rainfall² is prohibited. <u>Vehicle Washing</u> – Washing of automobiles, trucks, trailers, boats, & airplanes is only permitted on designated watering days. Such washing, when allowed, shall be done either by automatic car washes that recycle water or with a handheld bucket, or handheld hose equipped with a positive shutoff nozzle for quick rinses. <u>Sidewalk Hosing and Excessive Runoff Prohibited</u> – The washing of sidewalks, driveways, parking areas, patios or other paved areas is prohibited, unless it is necessary for the health and safety of the public. Per Section 25-32A.26 of the City Municipal Code, “...property owners and residents shall use reasonable care to prevent the waste of water. Water shall not be allowed to run or waste from a property onto streets or highways, and shall not be used to wash sidewalks, building entrances or lobbies or other properties to such excess that water shall flow in street gutters beyond the frontage of the properties occupied by them.” <u>Ornamental Water Features</u> – Filling or re-filling ornamental lakes or ponds is prohibited, except to the extent needed to sustain aquatic life. The operation of ornamental fountains or other structure making similar use of water is prohibited unless the fountain uses a recycling or recirculating system.	
		Supply Augmentation Actions Ongoing surface water recharge described in Water Shortage Level 1.	Surface water allocation is expected to be 100% at this level.

² Measurable rainfall is defined by the National Oceanic and Atmospheric Administration (NOAA) National Weather Service (NWS) as 1/100th of one inch.

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Water Shortage Level	Percent Shortage Range	Shortage Response Actions (Narrative Description)	Estimated Magnitude of Benefit
3	Up to 30%	Operational Changes - Continuation of all operational changes established in Water Shortage Levels 1 and 2 <u>Two-Day City Watering Schedule</u> – A two-day water schedule will be adopted for all City parks, median islands, and public facility landscaping. If it becomes necessary, watering of City parks and median islands will be suspended and evaluated each day. <u>Water Leaks</u> – All leaks must be treated as a priority upon discovery and repaired at the safest scheduled opportunity. <u>Citations and Fines</u> – Per Section 25-32A.24 of the City Municipal Code, Non-compliance with the City of Porterville’s water conservation regulations will result in one written warning from the City of Porterville before the issuance of a citation. A second violation within a 12-month period will result in the issuance of a citation with a fine of \$100.00; a second citation will result in a fine of \$200.00; a third citation will result in a fine of \$500.00. Willful and egregious violations will result in issuance of a citation without a warning. Each day that a violation continues shall be regarded as a new and separate offense.	The City operates at Level 3 during the dry season (approximately June 1 to November 30) and Level 4 during the wet season (approximately December 1 to May 30). The primary Shortage Response Action associated with the transition from Water Shortage Level 2 to 3 is a reduction in outdoor water use from three days per week to two days per week. The magnitude of benefit for the City’s Shortage Response Actions for Water Shortage Level 3 is approximately a 25% reduction in per-capita water use.
		Demand Reduction Actions - Continuation of all demand reduction actions established in Water Shortage Levels 1 and 2 <u>Public Information Program</u> – The utility billing system will begin to notify customers of restrictions on water use. The program to promote public awareness will be intensified with emphasis placed on communicating the mandatory water conservation requirements to the public.	
		Mandatory Restrictions (in Additional to State-Mandated Prohibitions) - Continuation of all mandatory restrictions established in Water Shortage Level 2 <u>Two-Day Odd/Even Watering Schedule</u> – The City of Porterville will enforce a two-day odd/even landscape watering schedule for all residents, businesses, and industries. Addresses ending in an odd number shall water on Tuesday and Saturday, and addresses ending in an even number shall water on Wednesday and Sunday. There is no watering on Monday. Watering shall only occur on designated watering days. Watering is prohibited between the hours of 5:00 AM to 10:00 AM and 5:00 PM to 10:00 PM.	
4	Up to 40%	Supply Augmentation Actions Ongoing surface water recharge described in Water Shortage Level 1.	Surface water allocation is expected to be 80% at this level.
		Operational Changes - Continuation of all operational changes established in Water Shortage Levels 1, 2, and 3 <u>One-Day City Watering Schedule</u> – A one-day water schedule will be adopted for all City parks, median islands, and public facility landscaping. If it becomes necessary, watering of City parks and median islands will be suspended and evaluated each day.	The City operates at Level 4 during the wet season (approximately from December 1 to May 30) and Level 3 during the dry season (approximately from June 1 to November 30). Reduced temperatures and increased rainfall lessen the need for landscape irrigation, thus decreasing water demand. The primary Shortage Response Action associated with the transition from Water Shortage Level 3 to 4 is a reduction in outdoor water use from two days per week to one day per week. The magnitude of benefit for the City’s Shortage Response Actions for Water Shortage Level 3 is approximately a 50% reduction from Level 3 per-capita water use.
		Demand Reduction Actions Continuation of all demand reduction actions established in Water Shortage Levels 1, 2, and 3	
		Mandatory Restrictions (in Additional to State-Mandated Prohibitions) - Continuation of all mandatory restrictions established in Water Shortage Level 2 <u>One-Day Odd/Even Watering Schedule</u> – The City of Porterville will enforce a one-day odd/even landscape watering schedule for all residents, businesses, and industries. Addresses ending in an odd number shall water on Tuesday, and addresses ending in an even number shall water on Sunday. Watering shall only occur on designated watering days. Watering is prohibited between the hours of 5:00 AM to 10:00 AM and 5:00 PM to 10:00 PM.	
		Supply Augmentation Actions Ongoing surface water recharge described in Water Shortage Level 1.	Surface water allocation is expected to be 75% at this level.

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Water Shortage Level	Percent Shortage Range	Shortage Response Actions (Narrative Description)	Estimated Magnitude of Benefit
5	Up to 50%	Operational Changes - Continuation of all operational changes established in Water Shortage Levels 1, 2, 3, and 4 <u>City Watering Suspended</u> – Water of all City parks, median islands, and public facility landscaping will be suspended and evaluated each day.	Suspending all outdoor water use results in a total reduction of 40 to 50% of supply ultimately reducing the overall total water demand. The per-capita water demand will decrease to approximately 40% less than Level 4 per capita demands
		Demand Reduction Actions Continuation of all demand reduction actions established in Water Shortage Levels 1, 2, 3, and 4.	
		Mandatory Restrictions (in Additional to State-Mandated Prohibitions) - Continuation of all mandatory restrictions established in Water Shortage Level 2 <u>Lawn and Landscaping Watering Prohibited</u> – The City of Porterville will enforce a prohibition on lawn and landscape watering for all residents, businesses, and industries.	
		Supply Augmentation Actions Ongoing surface water recharge described in Water Shortage Level 1.	Surface water allocation is expected to be 50% at this level.
6	Greater than 50%	Operational Changes - Continuation of all operational changes established in Water Shortage Levels 1, 2, 3, 4, and 5 <u>Rate Structure Enhancement</u> – A 20% water rate increase on all residential and landscape accounts will go into effect. This rate increase will encourage water conservation and will also serve as a provision to recover the lost revenues from water conservation.	The City has never implemented an emergency water rate increase as a result of a water shortage. Therefore, there is no data to support an estimated magnitude of benefit for Water Shortage Level 6. It is anticipated that with the significant reduction of water use from Levels 2 through 5, any reduced demand caused by increasing water rates would not provide a significant water use benefit compared to Levels 2 through 5.
		Demand Reduction Actions Continuation of all demand reduction actions established in Water Shortage Levels 1, 2, 3, 4, and 5	
		Mandatory Restrictions (in Additional to State-Mandated Prohibitions) Continuation of all mandatory restrictions established in Water Shortage Level 2	
		Supply Augmentation Actions - Ongoing surface water recharge described in Water Shortage Level 1. - In case of emergency Level 6 shortages, the City will consider the moving to full tertiary, adding advanced treatment, and a making a temporary connection to Friant water for non-potable supply.	Surface water allocation is expected to be 50% at this level.

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8.4.1 Eastern Tule Groundwater Sustainability Plan (GSP)

Chapter 6 of the UWMP references the Eastern Tule Groundwater Sustainability Plan (GSP) with respect to groundwater management actions to be taken by the City to meet groundwater sustainable yield goals in response to overdraft conditions. Supply augmentation, demand reduction, and operational changes are already integrated into the criteria that the City seeks to achieve in their pursuit of the GSP's sustainable yield goals. While Chapter 6 of the UWMP lists groups of management actions that the City will consider implementing to reach their sustainability goals, the WSCP lists specific actions with quantifiable benefits for each water shortage level.

8.4.2 Water Conservation Plan (WCP)

Section 25-32A.27 of the City Municipal Code states the following:

"The city council has adopted by resolution its water conservation plan which sets forth water conservation phases and conservation measures including mandatory restrictions on water usage by property owners and water consumers. Violation of the measures in effect, currently and as may be amended by resolution from time to time, pursuant to the applicable phase of the water conservation plan, shall be enforceable as set forth per any applicable remedy provisions in this code, including, but not limited to, sections 1-9 and 1-10 of this code, and chapter 2, article XIV of this code, and/or this division. The city's water conservation plan is deemed to be the city's "water shortage contingency plan" as per applicable state law. (Ord. 1830, 11-17-2015)"

The City's existing WCP lists actions to be taken by the City for different water conservation phases. To meet the requirements of CWC § 10632(a)(4), these are realigned by a crosswalk with the six standard water shortage levels and adapted to include the minimum shortage response actions listed in Table 8.2.

8.4.3 Emergency Response Plan

In addition to the Shortage Response Actions listed in Table 8.2, the WSCP includes a description of how catastrophic shortages are tied to the water shortage levels. Catastrophic shortages caused by temporary disruptions to water supply and the City's response actions to these shortages may already be adequately addressed in the City's Emergency Response Plan (ERP).

Although the City does not have its own formal Emergency Response Plan (ERP) to address catastrophic interruptions in water supply, the shortage response actions listed in Table 2 could be used to reduce consumption following a temporary disruption to water supply. In addition, the City has back-up generators for their supply wells that can be employed in the event of a power outage.

The City was a participant in the coordinated preparation of the March 2018 Tulare County Multi-Jurisdictional Local Hazard Mitigation Plan (MJLHMP). The MJLHMP assesses the natural, technological, and human-caused risks to participating communities and proposes mitigation strategies to reduce the potential impact of the hazards. The 5 goals of the MJLHMP are listed below:

- Goal 1: Protect life, property, and reduce potential injuries from natural, technological, and human-caused hazards.
- Goal 2: Improve public understanding, support and need for hazard mitigation measures.
- Goal 3: Promote disaster resistance for the County's natural, existing, and future built environment.
- Goal 4: Strengthen partnerships and collaboration to implement hazard mitigation activities.
- Goal 5: Enhance the County's ability to effectively and immediately respond to disasters.

In July 2021, the City submitted a Risk and Resilience Assessment (RRA) report to comply with America's Water Infrastructure Act (AWIA) requirements. The RRA report includes a summary of best practices for reducing risk, a list of critical assets with their identified risks from malevolent threats and natural hazards, and an assessment of the City's resilience level.

8.4.4 Seismic Risk Assessment and Mitigation Plan

Per CWC § 10632.5, a seismic risk assessment and mitigation plan is required to assess the vulnerability of the City's water system facilities to seismic risks and to mitigate those vulnerabilities.

The MJLHMP identifies vulnerabilities to earthquakes in Tulare County and provides mitigation goals and actions for seismic risks for participating communities. The seismic risk mitigation measures and corresponding hazard mitigation goals listed in the MJLHMP are detailed in Chapter 7 and Appendix H of the UWMP. The MJLHMP is included in Appendix L. The City's RRA report also assesses the vulnerability of the City's water supplies to seismic risk.

8.5 Communication Protocols

10632(a)(5) Communication protocols and procedures to inform customers, the public, interested parties, and local, regional, and state governments, regarding, at a minimum, all of the following: (A) Any current or predicted shortages as determined by the annual water supply and demand assessment described pursuant to Section 10632.1. (B) Any shortage response actions triggered or anticipated to be triggered by the annual water supply and demand assessment described pursuant to Section 10632.1. (C) Any other relevant communications.

As required in CWC § 10632(a)(5), the WSCP includes protocols and procedures for communicating with different stakeholders in the event of the different water shortage levels as part of the WSCP implementation. The communications protocols include the mechanisms used to inform customers, the general public, and interested parties as well as a local, regional, and state government entities. Communication mechanisms may include social media posts, bill stuffers or newsletters, press releases, radio spots, television coverage, and blog posts.

The decision-making process described in Section 8.2 triggers specific communications protocols to address each of the six standard shortage levels, with a focus on communicating the shortage response actions, which are derived from the results of the Annual Assessment. Emergency communications protocols are also included to address earthquakes, fires, infrastructure failures, civil unrest, and other catastrophic events. The City also participates in Reverse 911, an emergency alert system that sends text alerts directly to phones in Tulare County. Table 8.3 lists the communication protocols for the six standard water shortage levels.

Table 8.3 Communications Protocols

Water Shortage Level	Percent Shortage Range	Communication Protocol
1	Up to 10%	• Coordination with local news media on the water shortage level and ways that the public can conserve water • Distribution of materials to residents, businesses, and industries on the results of the Annual Assessment, Shortage Response Actions triggered by the Annual Assessment and WSAR, and ways that the public can conserve water • Participation in Water Awareness Month (May) • Coordination with local schools to educate students on local water issues and conditions and ways that they can conserve water • Coordination with local nurseries to provide list of low-water trees and plants • Lawn and Landscape Water Guides made available upon request • Communicate with developers on water conservation and xeriscaping • Advise against outdoor watering within forty-eight (48) hours of a measurable rainfall (1) • See the process for escalating the water shortage level in Section 8.2.1.
2	Up to 20%	• Continuation of all communication protocols in Water Shortage Level 1 • The City will pursue a more aggressive distribution of information to promote awareness of the need to conserve water with an emphasis on the change from Water Shortage Level 1 (Voluntary) to 2 (Mandatory). • Public education on the mandatory watering schedule and all other mandatory restrictions for Water Shortage Level 2. • Notices will be sent to all restaurants within city limits requesting support of water conservation efforts by serving water to customers upon request only. • City staff will report evidence of leaks or water waste for immediate action with an emphasis on coordinated community efforts to reduce water waste. • City staff will be equipped to issue "Waste of Water" notices to consumers identified as misusing water.
3	Up to 30%	• Continuation of all communication protocols in Water Shortage Levels 1 and 2 • The public information program will be intensified to promote awareness of the need to conserve water with an emphasis on the change from Water Shortage Level 2 to 3. • Public education on the mandatory watering schedule and all other mandatory restrictions for Water Shortage Level 3. • All water leaks will be treated as a priority upon discovery and repaired at the safest scheduled opportunity. • City staff will be equipped to issue citations and fines for non-compliance and violations.

Water Shortage Level	Percent Shortage Range	Communication Protocol
4	Up to 40%	- Continuation of all communication protocols in Water Shortage Levels 1, 2, and 3. - The public information program will be intensified to promote awareness of the need to conserve water with an emphasis on the change from Water Shortage Level 3 to 4. - Public education on the mandatory watering schedule and all other mandatory restrictions for Water Shortage Level 4. - Communicate with developers on mandatory water conservation and xeriscaping
5	Up to 50%	- Continuation of all communication protocols in Water Shortage Levels 1, 2, 3, and 4. - The public information program will be intensified to promote awareness of the need to conserve water with an emphasis on the change from Water Shortage Level 4 to 5. - Public education on the mandatory watering schedule and all other mandatory restrictions for Water Shortage Level 5.
6	Greater than 50%	- Continuation of all communication protocols in Water Shortage Levels 1, 2, 3, 4, and 5. - The public information program will be intensified to promote awareness of the need to conserve water with an emphasis on the change from Water Shortage Level 5 to 6. - Public education on the mandatory watering schedule and all other mandatory restrictions for Water Shortage Level 6.

Notes:

- (1) Measurable rainfall is defined by the National Oceanic and Atmospheric Administration (NOAA) National Weather Service (NWS) as 1/100th of one inch.

8.6 Compliance and Enforcement

10632(a)(6) For an urban retail water supplier, customer compliance, enforcement, appeal, and exemption procedures for triggered shortage response actions as determined pursuant to Section 10632.2.

As required by CWC § 10632(a)(6), the WSCP includes a description of actions the City will take to ensure compliance with and enforcement of the prescribed shortage response actions and mandatory restrictions detailed in the WSCP. This section describes the actions the City will take to ensure compliance with and enforcement of the prescribed shortage response actions and mandatory restrictions. Table 8.4 lists the compliance and enforcement actions for the six standard water shortage levels.

Table 8.4 Compliance and Enforcement Actions

Water Shortage Level	Percent Shortage Range	Compliance and Enforcement Actions
1	Up to 10%	- City operational changes and public information program only. No enforcement actions triggered for Water Shortage Level 1. - Voluntary watering schedule and advisement against outdoor watering within 48 hours of a measurable rainfall ⁽¹⁾. - PRC to coordinate with developers on voluntary water conservation and xeriscaping.
2	Up to 20%	- City staff will be equipped to issue "Waste of Water" notices to consumers identified as misusing water. - Mandatory restrictions for Water Shortage Level 2.
3	Up to 30%	- Continuation of compliance enforcement actions for Water Shortage Level 2. - Per Section 25-32A.24 of the City Municipal Code, Non-compliance with the City of Porterville's water conservation regulations will result in one written warning from the City of Porterville before the issuance of a citation. A second violation within a 12-month period will result in the issuance of a citation with a fine of \$100.00; a second citation will result in a fine of \$200.00; a third citation will result in a fine of \$500.00. Willful and egregious violations will result in issuance of a citation without a warning. Each day that a violation continues shall be regarded as a new and separate offense.
4	Up to 40%	- Continuation of compliance enforcement actions for Water Shortage Levels 2 and 3. - Mandatory restrictions for Water Shortage Level 4.
5	Up to 50%	- Continuation of compliance enforcement actions for Water Shortage Levels 2, 3, and 4 - Mandatory restrictions for Water Shortage Level 5.
6	Greater than 50%	- Continuation of compliance enforcement actions for Water Shortage Levels 2, 3, 4, and 5. - Mandatory restrictions for Water Shortage Level 6. <u>Rate Structure Enhancement</u> – A 20% water rate increase on all residential and landscape accounts will go into effect. This rate increase will encourage water conservation and will also serve as a provision to recover the lost revenues from water conservation.

Notes:

(1) Measurable rainfall is defined by the National Oceanic and Atmospheric Administration (NOAA) National Weather Service (NWS) as 1/100th of one inch.

8.7 Legal Authorities

10632(a)(7) (A) A description of the legal authorities that empower the urban water supplier to implement and enforce its shortage response actions specified in paragraph (4) that may include, but are not limited to, statutory authorities, ordinances, resolutions, and contract provisions. (B) A statement that an urban water supplier shall declare a water shortage emergency in accordance with Chapter 3 (commencing with Section 350) of Division 1. (C) A statement that an urban water supplier shall coordinate with any city or county within which it provides water supply services for the possible proclamation of a local emergency, as defined in Section 8558 of the Government Code.

This section lists all relevant statutory authorities, local ordinances, codes, resolutions, and water supply contract provisions that give the City legal authority to implement and enforce the shortage response actions listed in Table 8.2 and enforce them pursuant to the actions listed in Table 8.4.

Relevant Municipal Code sections:

- 25-32A.2 – Applicability to landscape projects.
- 25-32A.4 – Compliance with landscape documentation package.
- 25-32A.12 – Irrigation scheduling.
- 25-32A.13 – Landscape and irrigation maintenance schedule.
- 25-32A.23 – prescriptive compliance option.
- 25-32A.24 – penalties.
- 25-32A.26 – wasteful use of water prohibited.
- 25-32A.27 – WCP.
- 2-144 – Civil/Administrative Fines and Administrative Costs.

In the event of a water shortage emergency, the City shall declare a water shortage emergency in accordance with CWC Chapter 3 (commencing with Section 350) of Division 1 general provision regarding water shortage emergencies. The City shall coordinate with any city or county within which it provides water supply services for the possible proclamation of a local emergency under California Government Code, California Emergency Services Act (Article 2, Section 8558).

8.8 Financial Consequences of WSCP Activation

10632(a)(8) A description of the financial consequences of, and responses for, drought conditions, including, but not limited to, all of the following: (A) A description of potential revenue reductions and expense increases associated with activated shortage response actions described in paragraph (4). (B) A description of mitigation actions needed to address revenue reductions and expense increases associated with activated shortage response actions described in paragraph (4). (C) A description of the cost of compliance with Chapter 3.3 (commencing with Section 365) of Division 1.

The WSCP includes a description of potential reductions in revenue and increased expenses associated with the implementation of the shortage response actions described in Section 8.4 coupled with anticipated mitigation actions needed to address these financial impacts.

The City bills most of its customers on a volumetric basis. As a result, conservation measures, which aim to reduce water consumption, can also reduce revenue for the City. Significant water conservation during droughts can have a major impact on City revenues. Although the City would have lower water production costs with lower water deliveries, they also have considerable fixed and overhead costs that are the same for any volume of water delivered. As a result, conservation measures need to be coupled with rate adjustments to ensure that the water system is financially sustainable.

The City's current WCP includes a 20% water rate increase on all residential and landscape accounts for the Phase V, or critical water supply shortage scenario. The higher unit rate is intended to discourage use, but it will also help to offset the revenue lost from selling a lower volume of water. The suitability of this 20% increase is not yet known, and it needs to be tested during a single-year and multi-year drought. If, in the future, the 20% price increase is found to be inadequate, the City will reevaluate the increase and modify it accordingly.

It is anticipated that implementation of the WSCP will not have a large impact on expenditures or revenues. No additional costs are expected for billing or operations. Existing City staff will provide the personnel needed to implement the plan and enforce water conservation measures. It is likely that higher expenditures will be needed for public information programs, but these will probably be small compared to the total City water budget. Fines for water waste are a source of revenue, and they typically increase during droughts. However, the revenues from fines are also small compared to the overall City water budget.

The compliance and enforcement actions detailed in Section 8.6 include a description of the fines associated with non-compliance with the water shortage response actions.

8.9 Monitoring and Reporting

10632 (a)(9) For an urban retail water supplier, monitoring and reporting requirements and procedures that ensure appropriate data is collected, tracked, and analyzed for purposes of monitoring customer compliance and to meet state reporting requirements.

The WSCP includes a description of how the City will monitor and report on implementation of its WSCP. Monitoring and reporting is essential to ensure that the shortage response actions are achieving their intended water use reduction purposes. Monitoring can also help the City determine whether improvements or new actions need to be considered. Monitoring for customer compliance tracking is also useful in enforcement actions.

The State Water Board is preparing regulation for monthly reporting of water production, water uses, and enforcement metrics. When finalized, these will be summarized in the WSCP and incorporated by reference.

The City will be able to closely track groundwater pumping and any surface water deliveries on a daily basis. This data will be evaluated weekly to determine the effectiveness of the shortage response actions. Monthly water meter reading will help with compliance monitoring for individual customers.

8.10 WSCP Refinement Procedures

10632 (a) (10) Reevaluation and improvement procedures for systematically monitoring and evaluating the functionality of the water shortage contingency plan in order to ensure shortage risk tolerance is adequate and appropriate water shortage mitigation strategies are implemented as needed.

Per the requirements of CWC § 10632(a)(10), the WSCP includes a description of how the City will use the results of the monitoring and reporting to evaluate the need for revisions to the WSCP.

This WSCP is a dynamic tool that can be refined as needed to ensure that the shortage response actions are effective and are producing the desired results. Refinements or new actions may be identified and suggested by City staff, customers, or other interested parties. These suggestions will be evaluated by City administration for the possible incorporation into future revisions of the WSCP. If deemed necessary by City administration, these suggestions or revisions may be made to the current WSCP as an amendment so that they may be implemented quickly at the appropriate water shortage levels.

8.11 Special Water Feature Distinction

10632 (b) For purposes of developing the water shortage contingency plan pursuant to subdivision (a), an urban water supplier shall analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas, as defined in subdivision (a) of Section 115921 of the Health and Safety Code.

Because pools and spas must use potable water for health and safety considerations, pools and spas are analyzed and defined separately in the WSCP from other water features which may use recycled water. Water features that are not pools or spas are distinguished in the WSCP with the use of terminology such as “decorative water features” or “recreational water features”, and shortage response actions, enforcement actions, and monitoring are prepared for each respectively.

8.12 Plan Adoption, Submittal, and Availability

10632(c) The urban water supplier shall make available the water shortage contingency plan prepared pursuant to this article to its customers and any city or county within which it provides water supplies no later than 30 days after adoption of the water shortage contingency plan.

Chapter 10 of this UWMP describes the process for adoption, submittal, and implementation of the UWMP. These same processes and steps will be followed for the adoption of the City’s WSCP. The City’s WCP currently serves as their WSCP per their municipal code and previous adoption and may be periodically amended independently of the UWMP as needed. The City shall follow their standard amendment process, public adoption hearings, issuance of notices to affected cities, counties, and the public about the adoption process, submittal to DWR, the California State Library, local libraries, and others. The City can also describe how the plan has been made available to all of the cities and counties it serves no later than 30 days after it is adopted.

8.13 Resources and References

The City may use the following list of resources and references for developing its WSCP:

1. Alliance for Water Efficiency 2020. Use and Effectiveness of Municipal Irrigation Restrictions During Drought. Available at: <https://www.allianceforwaterefficiency.org/impact/our-work/useand-effectiveness-municipal-irrigation-restrictions-during-drought>
2. American Water Works Association (AWWA) 2011. AWWA M60: Drought Preparedness and Response Manual. The AWWA M60, 72 pages. Available at: <https://www.awwa.org/Store/M60-Drought-Preparedness-and-Response-Second-Edition/ProductDetail/75759388>
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Chapter 9

DEMAND MANAGEMENT MEASURES

The UWMPA requires that the UWMP involve a comprehensive discussion of the agency's water conservation measures.

10631 (f)(A)...The narrative shall describe the water demand management measure that the supplier plans to implement to achieve its water use targets pursuant to Section 10608.30.

(B) The narrative pursuant to this paragraph shall include descriptions of the following water demand management measures:

(i) Water waste prevention ordinances

(ii) Metering

(iii) Conservation pricing

(iv) Public education and outreach

(v) Programs to assess and manage distribution system real loss

(vi) Water conservation program coordination and staffing support.

(vii) Other demand management measures that have a significant impact on water use as measured in gallons per capita per day, including innovative measure, if implemented.

This chapter presents details of the demand management measures (DMMs) contained in the UWMPA, as well as the City's existing and planned efforts to further develop their water conservation program. The City is committed to water conservation and has implemented several policies and on-going programs that promote and encourage water conservation.

The UWMPA was amended in 2014 to streamline DMMs from 14 specific measures to 6 more general requirements and an "other" category. Brief descriptions of the City's current and planned implementation of DMMs are included in the following sections.

9.1 Water Waste Prevention Ordinances

According to Section 25-32A.26 of the City Municipal Code, "the consumer shall use reasonable care to prevent the waste of water, shall not allow water to run or waste from his property onto streets or highways, shall not use water in washing sidewalks, building entrances or lobbies or other properties to such excess that water shall flow in street gutters beyond the frontage of properties occupied by them."

The City has a Water Conservation Plan (WCP) that serves as the City's WSCP as discussed in Chapter 8. The City has seen positive reduction in water consumption as a result of the water conservation plan. For example, as a result of the WCP implementation in the 2015 UWMP, Figure 7.1 shows the City has seen steady conservation efforts from water usage over the last five years and reduced usage by 27 percent. The WCP is implemented by a public hearing to discuss phase transitioning to Porterville City Council and then an official resolution by Council. Any change in Phase of the WCP requires council resolution.

For a number of years, the City has been operating between Phase III and Phase IV of the WCP. Phase III limits outdoor irrigation to twice a week and Phase IV to once a week. Typically, the City transitions to Phase III in May to allow 2-day watering during the summer months in order to maintain landscaping and will transition to 1-day watering schedules in December. In drier periods, the City tracks groundwater levels on a month to month basis and will recommend transitioning to WCP Phases earlier or later (e.g. 2 day watering schedule in late June and/or 1 day watering schedule in November) in the year to increase annual conservation efforts.

9.2 Metering

In 2020 the City has approximately 98.5 percent of their water connections metered. All metered customers are billed on a volumetric basis and therefore have incentives to conserve water and decrease monthly utility bills. The City continues to require water meters on all new connections for new development.

The City began adding water service meters to residents of East Porterville in 2016 and had a total of approximately 725 metered connections in 2020. The City tracks additional service connections separately in their water meter account.

The City is currently in the process of upgrading their water meter program to an advanced meter infrastructure (AMI) system which will create an integrated network that does not require physical efforts for meter data collection and will provide data to a City network at predetermined intervals.

9.3 Conservation Pricing

As of October 1st, 2020 the City has updated their water rates to include a flat rate of \$86.54, with a \$19.89 minimum and an additional \$1.91 per unit of water, where one (1) unit of water is equivalent to 100 cubic feet (748 gallons) of water. The City sewer rates are a flat rate of \$26.87 per connection with commercial connections cost dependent on type of use. Phase VI of the City's WCP includes a 20 percent water rate increase on all residential and landscape accounts to go into effect. This rate increase will encourage water conservation and will also serve as a provision to recover the lost revenues from water conservation. Since the adoption of the WCP and with the revised WCP to account for the WSCP, the City has never implemented the 20 percent rate increase as a conservation measure.

The City municipal Code Section 25-32A.24 includes citations and fines are issued for non-compliance of the City's water conservation regulations. Non-compliance with the City of Porterville's water conservation regulations will result in one written warning from the City of Porterville before the issuance of a citation. A second violation within a 12-month period will result in the issuance of a citation with a fine of \$100.00; a second citation will result in a fine of \$200.00; a third citation will result in a fine of \$500.00. Willful and egregious violations will result in issuance of a citation without a warning. Each day that a violation continues shall be regarded as a new and separate offense.

The City has continued to issue citations and fines since the implementation of the WCP since 2015 and plans to continue this activity in the future.

9.4 Public Education and Outreach

Historically the City uses the following water conservation public information programs since 2015:

- City participation in Water Awareness Month (May).
- Bill stuffers on water conservation.
- News programs on local channels, change in WCP phases advertised as necessary.
- Radio commercials in both English and Spanish.
- Booth at the Porterville City Fair and other city events (Iris Festival etc.)
- Water bills that compare current water usage to the previous year's usage.
- Facility tours of the City's wastewater treatment plants for students.
- Advertising through billboards, City transit vehicles, and flyers throughout City property.

The City plans to expand their public education and outreach efforts by including the following items:

- Social media outreach through the City Manager's office.
- Local Newspaper advertisements in addition to the WCP Phase changes.
- Advertise on transit vehicles on the Greenpower bus fleet.
- Local School district, interns, video shorts.
- City website advertisement.
- Mosquito abatement requirements and recommendations.

9.5 Programs to Assess and Manage Distribution System Real Loss

DWR encourages agencies to detect and resolve leaks when economically feasible through reporting and audit mechanisms performed on water distribution systems. Water system audits include an evaluation of the City's distribution system for leaks and other losses. System losses are quantified as water input minus metered and/or delivered water. The resultant loss is a good indication of a system's integrity.

The City has performed water systems audits as required and are included in section Chapter 3 of this UWMP. The 2020 AWWA Water Audit is due October 2021.

The City's water distribution system is completely operated under pressure and as a result older pipes and facilities tend to develop leaks through deteriorated gaskets, seals, and developed cracks. As stated in the 2015 UWMP, a physical system audit is not performed every year, since the production to metered water use is fairly consistent. In all newly constructed water and sewer infrastructure, facilities shall be pressure tested prior to completion to identify any leaks to reduce and cost of physical water system audits.

City staff does perform individual water surveys on individual single and multi-family services at the request of owner. Typically these surveys are requested when a customer feels their water bill is too high. A typical individual water survey includes the following:

1. Check indoor and outdoor plumbing for leaks.
2. Check irrigation system timers.
3. Evaluate Irrigation water schedule.
4. Flow tests for customer.
5. Recommend various water conservation measures to the customer, such as modifications to their irrigation schedule and retrofitting with water efficient fixtures and appliances.

Division 6 of the City's municipal code covers water conservation and efficiency measures required by the City. This section recognizes the importance of landscaped areas for the health of the City; however the management of such areas shall be done in an efficient and water conscious methods to ensure the availability of adequate supplies of water for future uses.

As mentioned in Section 9.2, the City is currently in the beginning stages of upgrading their existing water meter system to an AMI system. The AMI system will provide leak detection monitoring to notify City staff if a water meter is leaking or if a water system customer (residential, institutional, commercial, or industrial) has an onsite leak that can be fixed to both lower monthly water bills and prevent waste.

9.6 Water Conservation Program Coordination and Staffing Support

The City's water conservation program is an ongoing program of public education and being proactive in continuous monitoring, repairing, and managing the water supplies in conjunction with State regulations and surrounding agencies. The City also continues to monitor residential, commercial and industrial customers through their metering program to ensure all entities in the water service area are complying with conservation measures to assure that the system will have adequate supplies in the future. The implementation of the entire program wide is the assumed responsibility of the City's water superintendent, water systems specialist, and the public works director. This has been the case since the implementation of the WCP in 2015 and the City continues to operate their water conservation program under this structure.

9.7 Other Demand Management Measures

The City does not have any additional demand management measures scheduled to be included in their City-wide water conservation program at this time.

9.8 Planned Implementation to Achieve Water Use Targets

The City plans on continuing to implement and manage its existing water conservation program as described in the previous sections throughout the foreseeable future. In summary, adding to the existing program, the City plans to implement the following programs as mentioned in the previous sections:

- Upgrade of their existing water meter system to an AMI system.
- Significant increase in their public outreach and communication efforts.
- Continued implementation of the WCP through City staff involvement and leadership from management level staff.

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Chapter 10

PLAN ADOPTION, SUBMITTAL, AND IMPLEMENTATION

A completed UWMP checklist is included in Appendix A.

10.1 Inclusion of All 2020 Date

The 2020 UWMPs must include the water use and planning data for the entire year of 2020. The City is reporting on a calendar year basis and therefore, 2020 data includes the months of January to December 2020.

10.2 Notice of Public Hearing

A public hearing was held on February 15th, 2022, prior to adoption of the UWMP at Porterville Council Chambers, 291 N. Main Street, Porterville, CA 93257. Notices were provided to cities and counties, and the public. The public hearing provided an opportunity for the public to provide input to the plan before it is adopted. Additionally, the public hearing provided an opportunity for the customers, residents, and employees to learn and ask questions about the current and future water supply of the City.

10.2.1 Notice to Cities, Agencies, Organizations, and Counties

10621(b) Every urban water supplier required to prepare a plan shall... at least 60 days prior to the public hearing on the plan... notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.

10642... The urban water supplier shall provide notice of the time and place of hearing to any city or county within which the supplier provides water supplies. A privately owned water supplier shall provide an equivalent notice within its service area...

The agencies listed in Table 10.1, were provided 60-day notification (prior to the public hearing) that the City was in the process of preparing the 2020 UWMP. The 60 Day Notification letters are included in Appendix D. The cities and counties were provided a notice of public hearing, including the time and location. The notice of public hearing to the same agencies are included in Appendix D.

10.2.2 Notice to the Public

10642... Prior to adopting a plan, the urban water supplier shall make the plan available for public inspection... Prior to the hearing, notice of the time and place of hearing shall be published within the jurisdiction of the publicly owned water supplier pursuant to Section 6066 of the Government Code...

The UWMPA requires that the UWMP show the water agency solicited public participation. The notice to the public was included in a local newspaper as prescribed in Government Code 6066. This notice included the time and location of the public hearing, in addition to the location of where the UWMP was available for public inspection. The notice of public hearing to the public is included in Appendix D.

On February 1st, 2022 and February 8th, 2022, the City placed a notice in the Porterville Recorder (local newspaper) stating that its UWMP was being updated and that a public hearing was to be conducted to address comments and concerns from members of the community. The notice stated that a public review period would be scheduled through February 15th, 2022.

The Draft 2020 UWMP was available for public inspection at the Porterville City Hall at 241 N. Main Street, Porterville Ca 93257, as well as the City's website

10.3 Public Hearing and Adoption

10642...Prior to adopting a plan, the urban water supplier shall hold a public hearing thereon.

10608.26(a). In complying with this part, an urban retail water supplier shall conduct at least one public hearing to accomplish all of the following:

(1) Allow community input regarding the urban retail water supplier's implementation plan for complying with this part.

(2) Consider the economic impacts of the urban retail water supplier's implementation plan for complying with this part.

(3) Adopt a method, pursuant to subdivision (b) of Section 10608.20 for determining its urban water use target.

10642... After the hearing, the plan shall be adopted as prepared or as modified after the hearing.

The plan was adopted by the City of Porterville City Council at a public hearing on February 15th, 2022. The City Resolution is included in Appendix B. The hearing provided an opportunity for the City customers, residents, and employees to learn and ask questions about the current and future water supply of the City. At the hearing, the UWMP, water use targets, and conservation implementation plan were discussed.

10.3.1 Adoption

After the public hearing, the 2020 UWMP was adopted as prepared.

10.4 Plan Submittal

The public hearing will be followed by submittal of the UWMP to the DWR, the California State Library, and Cities and Counties (see Commitment to Distribute in Appendix A).

10.4.1 Submission to DWR

The 2020 UWMP will be submitted to DWR within 30 days of adoption.

10.4.2 Electronic Data Submission

The 2020 UWMP, in addition to tabular data, will be submitted using Water Use and Efficiency (WUE) data submittal tool.

10.4.3 Submission to the California State Library

The 2020 UWMP will be submitted in compact disc (CD) or hardcopy format to the California State Library within 30 days of adoption.

10.4.4 Submission to Cities and Counties

The 2020 UWMP, which includes the Water Shortage Contingency Plan, will be submitted in electronic format to cities and counties within 30 days of adoption.

10.5 Public Availability

Within 30 days of submitting the UWMP to DWR, the adopted UWMP will be available for public review during normal business hours at the locations specified herein.

10.6 Amending and Adopted UWMP

The plan may be updated at any time when the urban water supplier believes significant changes have occurred in population, land use, and/or water sources that may affect the contents of the plan. Copies of amendments or changes to the plan shall be submitted electronically to DWR and the California State Library within 30 days of adoption.

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Appendix A

COMPLETED URBAN WATER MANAGEMENT CHECKLIST

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Retail	Wholesale	2020 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Complete?	Subject	2020 UWMP Location (Optional Column for Agency Review Use)
x	x	Chapter 1	10615	A plan shall describe and evaluate sources of supply, reasonable and practical efficient uses, reclamation and demand management activities	Yes	Introduction and Overview	Chapters 3, 4 and 6.
x	x	Chapter 1	10630.5	Each plan shall include a simple description of the supplier's plan including water availability, future requirements, a strategy for meeting needs, and other pertinent information. Additionally, supplier may also choose to include a simple description at the beginning of each chapter.	Yes	Summary	Chapter 1, 3, 4 and 6
x	x	Section 2.2	10620(b)	Every person that becomes an urban water supplier shall adopt an urban water management plan within one year after it has become an urban water supplier.	N/A	Plan Preparation	
x	x	Section 2.6	10620(d)(2)	Coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.	Yes	Plan Preparation	Chapters 1 and 10
x	x	Section 2.6.2	10642	Provide supporting documentation that the water supplier has encouraged active involvement diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan and contingency plan.	yes via public outreach	Plan Preparation	Chapters 1, 10 and Appendix D - Public Notifications
x		Section 2.6, Section 6.1	10631(h)	Retail suppliers will include documentation that they have provided their wholesale supplier(s) - any - with water use projections from that source.	N/A	System Supplies	
x	x	Section 2.6	10631(h)	Wholesale suppliers will include documentation that they have provided their urban water supplier with identification and quantification of the existing and planned sources of water available from wholesale to the urban supplier during various water year type	N/A	System Supplies	
x	x	Section 3.1	10631(a)	Describe the water supplier service area.	Yes	System Description	Chapter 3
x	x	Section 3.3	10631(a)	Describe the climate of the service area of the supplier.	Yes	System Description	Chapter 3
x	x	Section 3.4	10631(a)	Provide population projections for 2025, 2030, 2035, 2040 and optionally 2045	Yes	System Description	Chapter 3
x	x	Section 3.4.2	10631(a)	Describe other social, economic, and demographic factors affecting the supplier's water management planning	Yes	System Description	Chapter 3
x	x	Sections 3.4 and 5.4	10631(a)	Indicate the current population of the service area.	Yes	System Description and Baselines and Targets	Chapter 3 and Appendix K
x	x	Section 3.5	10631(a)	Describe the land uses within the service area.	Yes	System Description	Chapter 3
x	x	Section 4.2	10631(d)(1)	Quantify past, current, and projected water use, identifying the uses among water use sectors.	Yes	System Water Use	Chapter 3
x	x	Section 4.2.4	10631(d)(3)(C)	Retail suppliers shall provide data to show the distribution loss standards were not exceeded in projected water use, include estimates of water savings from adopted codes, plans and other policies or laws.	Yes	System Water Use	Chapter 4
x	x	Section 4.2.6	10631(d)(4)(B)	Provide citations of codes, standards, ordinances, or plans used to make water use projections.	Yes	System Water Use	Chapter 4
x	optional	Section 4.3.2.4	10631(d)(3)(A)	Report the distribution system water loss for each of the 5 years preceding the plan update.	Yes	System Water Use	Chapter 4
x	optional	Section 4.4	10631.1(a)	Include projected water use needed for lower income housing projected in the service area of the supplier.	Yes	System Water Use	Chapter 4
x	x	Section 4.5	10635(b)	Demands under climate change considerations must be included as part of the drought risk assessment.	Yes	System Water Use	Chapter 7 and Appendix H
x		Chapter 5	10608.20(e)	Retail suppliers shall provide baseline daily per capita water use, urban water use target, inter-urban water use target, and compliance daily per capita water use, along with the bases for determining those estimates, including references to supporting data.	Yes	Baselines and Targets	Chapter 5 and Appendix F
x		Chapter 5	10608.24(a)	Retail suppliers shall meet their water use target by December 31, 202	Yes	Baselines and Targets	Chapter 5 and Appendix F
x	x	Section 5.1	10608.36	Wholesale suppliers shall include an assessment of present and proposed future measures, programs, and policies to help their retail water suppliers achieve targeted water use reductions.	N/A	Baselines and Targets	
x		Section 5.2	10608.24(d)(2)	If the retail supplier adjusts its compliance GPCD using weather normalization, economic adjustment, or extraordinary events, it shall provide the basis for, and data supporting the adjustment.	N/A	Baselines and Targets	
x		Section 5.5	10608.22	Retail suppliers' per capita daily water use reduction shall be no less than 5 percent of base daily per capita water use of the 5 year baseline. This does not apply if the suppliers base GPCD is at or below 100	Yes	Baselines and Targets	Chapter 5 and Appendix F
x		Section 5.5 and Appendix E	10608.4	Retail suppliers shall report on their compliance in meeting their water use targets. The data shall be reported using a standardized form in the SBX7-7 2020 Compliance Form	Yes	Baselines and Targets	Chapter 5 and Appendix F
x	x	Sections 6.1 and 6.2	10631(b)(1)	Provide a discussion of anticipated supply availability under a normal, single dry year, and a drought lasting five years, as well as more frequent and severe periods of drought.	Yes	System Supplies	Chapter 7
x	x	Sections 6.1	10631(b)(1)	Provide a discussion of anticipated supply availability under a normal, single dry year, and a drought lasting five years, as well as more frequent and severe periods of drought including changes in supply due to climate change.	Yes	System Supplies	Chapter 7
x	x	Section 6.1	10631(b)(2)	When multiple sources of water supply are identified, describe the management of each supply relationship to other identified supplier.	Yes	System Supplies	Chapter 6
x	x	Section 6.1.1	10631(b)(3)	Describe measures taken to acquire and develop planned sources of water.	Yes	System Supplies	Chapter 6
x	x	Section 6.2.8	10631(b)	Identify and quantify the existing and planned sources of water available for 2020, 2025, 2030, 2035, 2040 and optionally 2045	Yes	System Supplies	Chapter 6
x	x	Section 6.2	10631(b)	Indicate whether groundwater is an existing or planned source of water available to the supplier.	Yes	System Supplies	Chapter 6
x	x	Section 6.2.2	10631(b)(4)(A)	Indicate whether a groundwater sustainability plan or groundwater management plan has been adopted by the water supplier or if there is any other specific authorization for groundwater management. Include a copy of the plan or authorization.	Yes	System Supplies	Chapter 6 and Appendix G
x	x	Section 6.2.2	10631(b)(4)(B)	Describe the groundwater basin.	Yes	System Supplies	Chapter 6
x	x	Section 6.2.2	10631(b)(4)(B)	Indicate if the basin has been adjudicated and include a copy of the court order or decree and a description of the amount of water the supplier has the legal right to pump.	N/A	System Supplies	
x	x	Section 6.2.2.1	10631(b)(4)(B)	For unadjudicated basins, indicate whether or not the department has identified the basin as a high or medium priority. Describe efforts by the supplier to coordinate with sustainability or groundwater agencies to achieve sustainable groundwater conditions.	Yes	System Supplies	Chapter 6 and Appendix G
x	x	Section 6.2.2.4	10631(b)(4)(C)	Provide a detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years.	Yes	System Supplies	Chapter 6
x	x	Section 6.2.2	10631(b)(4)(D)	Provide a detailed description and analysis of the amount and location of groundwater that is projected to be pumped.	Yes	System Supplies	Chapter 6
x	x	Section 6.2.7	10631(c)	Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.	Yes	System Supplies	Chapter 6
x	x	Section 6.2.5	10633(b)	Describe the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.	Yes	System Supplies (Recycled Water)	Chapter 6
x	x	Section 6.2.5	10633(c)	Describe the recycled water currently being used in the supplier's service area.	Yes	System Supplies (Recycled Water)	Chapter 6
x	x	Section 6.2.5	10633(d)	Describe and quantify the potential uses of recycled water and provide a determination of the technical and economic feasibility of those uses.	Yes	System Supplies (Recycled Water)	Chapter 6
x	x	Section 6.2.5	10633(e)	Describe the projected use of recycled water within the supplier's service area at the end of 5, 15, and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected.	Yes	System Supplies (Recycled Water)	Chapter 6
x	x	Section 6.2.5	10633(f)	Describe the actions which may be taken to encourage the use of recycled water and the projected results of these actions in terms of acre-feet of recycled water used per year.	Yes	System Supplies (Recycled Water)	Chapter 6
x	x	Section 6.2.5	10633(g)	Provide a plan for optimizing the use of recycled water in the supplier's service area.	Yes	System Supplies (Recycled Water)	Chapter 6
x	x	Section 6.2.6	10631(g)	Describe desalinated water project opportunities for long-term supply.	N/A	System Supplies	
x	x	Section 6.2.5	10633(a)	Describe the wastewater collection and treatment systems in the supplier's service area with quantified amount of collection and treatment and the disposal method.	Yes	System Supplies (Recycled Water)	Chapter 6
x	x	Section 6.2.8, Section 6.3.7	10631(f)	Describe the expected future water supply projects and programs that may be undertaken by the water supplier to address water supply reliability in average, single-dry, and for a period of drought lasting 5 consecutive water years.	Yes	System Supplies	Chapter 6 and Chapter 7
x	x	Section 6.4 and Appendix O	10631.2(a)	The UWMP must include energy information, as stated in the code, that a supplier can readily obtain.	N/A	System Supplies, Energy Intensity	Not included in UWMP
x	x	Section 7.2	10634	Provide information on the quality of existing sources of water available to the supplier and the manner in which water quality affects water management strategies and supply reliability.	Yes	Water Supply Reliability Assessment	Chapter 6 and Appendix J
x	x	Section 7.2.4	10620(f)	Describe water management tools and options to maximize resources and minimize the need to import water from other regions.	N/A	Water Supply Reliability Assessment	Chapter 9
x	x	Section 7.3	10635(a)	Service Reliability Assessment: Assess the water supply reliability during normal, dry, and a drought lasting five consecutive water years by comparing the total water supply sources available to the water supplier with the total projected water use over the next 20 years.	Yes	Water Supply Reliability Assessment	Chapter 7 and Appendix J
x	x	Section 7.3	10635(b)	Provide a drought risk assessment as part of information considered in developing the demand management measures and water supply project.	Yes	Water Supply Reliability Assessment	Appendix J
x	x	Section 7.3	10635(b)(1)	Include a description of the data, methodology, and basis for one or more supply shortage conditions that are necessary to conduct a drought risk assessment for a drought period that lasts 5 consecutive years.	Yes	Water Supply Reliability Assessment	Chapter 7, Chapter 8 and Appendix J
x	x	Section 7.3	10635(b)(2)	Include a determination of the reliability of each source of supply under a variety of water shortage conditions.	Yes	Water Supply Reliability Assessment	Chapter 7, Chapter 8 and Appendix J
x	x	Section 7.3	10635(b)(3)	Include a comparison of the total water supply sources available to the water supplier with the total projected water use for the drought period.	Yes	Water Supply Reliability Assessment	Chapter 7, Chapter 8 and Appendix J
x	x	Section 7.3	10635(b)(4)	Include considerations of the historical drought hydrology, plausible changes on projected supply and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.	Yes	Water Supply Reliability Assessment	Chapter 7, Chapter 8 and Appendix J
x	x	Chapter 8	10632(a)	Provide a water shortage contingency plan (WSCP) with specified elements below.	Yes	Water Shortage Contingency Planning	Chapter 8 and Appendix I
x	x	Chapter 8	10632(a)(1)	Provide the analysis of water supply reliability (from Chapter 7 of Guidebook) in the WSCP.	Yes	Water Shortage Contingency Planning	Chapter 8 and Appendix I
x	x	Section 8.10	10632(a)(10)	Describe reevaluation and improvement procedures for monitoring and evaluation of the water shortage contingency plan to ensure risk tolerance is adequate and appropriate water shortage mitigation strategies are implemented.	Yes	Water Shortage Contingency Planning	Chapter 8 and Appendix I

x	x	Section 8.2	10632(a)(2)(A)	Provide the written decision-making process and other methods that the supplier will use each year to determine its water reliability.	Yes	Water Shortage Contingency Planning	Chapter 8 and Appendix I
x	x	Section 8.2	10632(a)(2)(B)	Provide data and methodology to evaluate the supplier's water reliability for the current year and one dry year pursuant to factors in the code.	Yes	Water Shortage Contingency Planning	Chapter 8 and Appendix I
x	x	Section 8.3	10632(a)(3)(A)	Define six standard water shortage levels of 10, 20, 30, 40, 50 percent shortage and greater than 50 percent shortage. These levels shall be based on supply conditions, including percent reductions in supply, changes in groundwater levels, changes in surface elevation, or other conditions. The shortage levels shall also apply to a catastrophic interruption of supply.	Yes	Water Shortage Contingency Planning	Chapter 8 and Appendix I
x	x	Section 8.3	10632(a)(3)(B)	Suppliers with an existing water shortage contingency plan that uses different water shortage levels must cross reference their categories with the six standard categories.	Yes	Water Shortage Contingency Planning	Chapter 8 and Appendix I
x	x	Section 8.4	10632(a)(4)(A)	Suppliers with water shortage contingency plans that align with the defined shortage levels must specify locally appropriate supply augmentation actions.	Yes	Water Shortage Contingency Planning	Chapter 8 and Appendix I
x	x	Section 8.4	10632(a)(4)(B)	Specify locally appropriate demand reduction actions to adequately respond to shortages.	Yes	Water Shortage Contingency Planning	Chapter 8 and Appendix I
x	x	Section 8.4	10632(a)(4)(C)	Specify locally appropriate operational changes.	Yes	Water Shortage Contingency Planning	Chapter 8 and Appendix I
x	x	Section 8.4	10632(a)(4)(D)	Specify additional mandatory prohibitions against specific water use practices that are in addition to state-mandated prohibitions are appropriate to local condition.	Yes	Water Shortage Contingency Planning	Chapter 8 and Appendix I
x	x	Section 8.4	10632(a)(5)(E)	Estimate the extent to which the gap between supplies and demand will be reduced by implementation of the action.	Yes	Water Shortage Contingency Planning	Chapter 8 and Appendix I
x	x	Section 8.4.6	10632.5	The plan shall include a seismic risk assessment and mitigation plan.	Yes	Water Shortage Contingency Plan	Chapter 8 and Appendix I
x	x	Section 8.5	10632(a)(5)(A)	Suppliers must describe that they will inform customers, the public and others regarding any current or predicted water shortages.	Yes	Water Shortage Contingency Planning	Chapter 8 and Appendix I
x	x	Section 8.5 and 8.6	10632(a)(5)(B) 10632(a)(5)(C)	Suppliers must describe that they will inform customers, the public and others regarding a shortage response actions triggered or anticipated to be triggered and other relevant communications.	Yes	Water Shortage Contingency Planning	Chapter 8 and Appendix I
x		Section 8.6	10632(a)(6)	Retail supplier must describe how it will ensure compliance with and enforce provisions of the WSCP.	Yes	Water Shortage Contingency Planning	Chapter 8 and Appendix I
x		Section 8.7	10632(a)(7)(A)	Describe the legal authority that empowers the supplier to enforce shortage response actions.	Yes	Water Shortage Contingency Planning	Chapter 8 and Appendix I
x	x	Section 8.7	10632(a)(7)(B)	Provide a statement that the supplier will declare a water shortage emergency Water Code Chapter 3.	Yes	Water Shortage Contingency Planning	Chapter 8 and Appendix I
x	x	Section 8.7	10632(a)(7)(C)	Provide a statement that the supplier will coordinate with any city or county within which it provides water for the possible proclamation of a local emergency.	N/A	Water Shortage Contingency Planning	
x	x	Section 8.8	10632(a)(8)(A)	Describe the potential revenue reductions and expense increases associated with activated shortage response actions.	Yes	Water Shortage Contingency Planning	Chapter 8 and Appendix I
x	x	Section 8.8	10632(a)(8)(B)	Provide a description of mitigation actions needed to address revenue reductions and expense increases associated with activated shortage response action.	Yes	Water Shortage Contingency Planning	Chapter 8 and Appendix I
x		Section 8.8	10632(a)(8)(C)	Retail suppliers must describe the cost of compliance with Water Code Chapter 3.3: Excessive Residential Water Use During Drought.	Yes	Water Shortage Contingency Planning	Chapter 8 and Appendix I
x		Section 8.9	10632(a)(9)	Retail suppliers must describe the monitoring and reporting requirements and procedures to ensure appropriate data is collected, tracked, and analyzed for purposes of monitoring customer compliance.	Yes	Water Shortage Contingency Planning	Chapter 8 and Appendix I
x		Section 8.11	10632(b)	Analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas.	Yes	Water Shortage Contingency Planning	Chapter 8 and Appendix I
x	x	Sections 8.12 and 10.4	10635(c)	Provide supporting documentation that Water Shortage Contingency Plan has been, or will be provided to any city or county within which it provides water, no later than 30 days after the submission of the plan to DWR.	Yes	Plan Adoption, Submittal, and Implementation	Chapter 8 and Appendix I
x	x	Section 8.12	10632(c)	Make available the Water Shortage Contingency Plan to customers and any city or county where it provides water within 30 after adopted the plan.	N/A	Water Shortage Contingency Planning	
	x	Sections 9.1 and 9.3	10631(e)(2)	Wholesale suppliers shall describe specific demand management measures listed in code, their distribution system asset management program, and supplier assistance program.	N/A	Demand Management Measures	
x		Sections 9.2 and 9.3	10631(e)(1)	Retail suppliers shall provide a description of the nature and extent of each demand management measure implemented over the past five years. The description will address specific measures listed in code.	Chapter 9	Demand Management Measures	Yes
x		Chapter 10	10608.26(a)	Retail suppliers shall conduct a public hearing to discuss adoption, implementation, and economic impact of water use targets (recommended to discuss compliance).	Yes	Plan Adoption, Submittal, and Implementation	Chapter 1, Chapter 10 and Appendix D
x	x	Section 10.2.1	10621(b)	Notify, at least 60 days prior to the public hearing, any city or county within which the supplier provides water that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan. Reported in Table 10-	Yes	Plan Adoption, Submittal, and Implementation	Chapter 10
x	x	Section 10.4	10621(f)	Each urban water supplier shall update and submit its 2020 plan to the department by July 1, 2021.	Uploaded In January 2022	Plan Adoption, Submittal, and Implementation	Chapter 1 and Chapter 10
x	x	Sections 10.2.2, 10.3, and 10.5	10642	Provide supporting documentation that the urban water supplier made the plan and contingency plan available for public inspection, published notice of the public hearing, and held a public hearing about the plan and contingency plan.	Yes	Plan Adoption, Submittal, and Implementation	Chapter 10
x	x	Section 10.2.2	10642	The water supplier is to provide the time and place of the hearing to any city or county within which the supplier provides water.	Yes	Plan Adoption, Submittal, and Implementation	Chapter 10
x	x	Section 10.3.2	10642	Provide supporting documentation that the plan and contingency plan has been adopted as prepared or modified.	Yes	Plan Adoption, Submittal, and Implementation	Chapter 10
x	x	Section 10.4	10644(a)	Provide supporting documentation that the urban water supplier has submitted this UWMP to the California State Library.	Yes	Plan Adoption, Submittal, and Implementation	Chapter 10
x	x	Section 10.4	10644(a)(1)	Provide supporting documentation that the urban water supplier has submitted this UWMP to any city or county within which the supplier provides water no later than 30 days after adoption.	N/A	Plan Adoption, Submittal, and Implementation	
x	x	Sections 10.4.1 and 10.4.2	10644(a)(2)	The plan, or amendments to the plan, submitted to the department shall be submitted electronically.	Yes	Plan Adoption, Submittal, and Implementation	Chapter 10
x	x	Section 10.5	10645(a)	Provide supporting documentation that, not later than 30 days after filing a copy of its plan with the department, the supplier has or will make the plan available for public review during normal business hours.	Yes	Plan Adoption, Submittal, and Implementation	Chapter 10
x	x	Section 10.5	10645(b)	Provide supporting documentation that, not later than 30 days after filing a copy of its water shortage contingency plan with the department, the supplier has or will make the plan available for public review during normal business hours.	Yes	Plan Adoption, Submittal, and Implementation	Chapter 10
x	x	Section 10.6	10621(c)	If supplier is regulated by the Public Utilities Commission, include its plan and contingency plan as part of its general rate case filings.	N/A	Plan Adoption, Submittal, and Implementation	
x	x	Section 10.7.2	10644(b)	If revised, submit a copy of the water shortage contingency plan to DWR within 30 days of adoption.	N/A	Plan Adoption, Submittal, and Implementation	

Appendix B

2020 URBAN WATER MANAGEMENT PLAN ADOPTION RESOLUTION

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Appendix C

2015 URBAN WATER MANAGEMENT PLAN AND DATA SOURCES

https://cms9files.revize.com/PortervilleCA/Document_Center/Department/Public%20Works/Water%20Conservation/2015UWMPUpdate-Final.pdf

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Appendix D

PUBLIC NOTIFICATIONS

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June 18, 2021



Tule River Association
2904 W. Main St.
Visalia, CA 93291

Attention: R.L. Schafer

Subject: **Notice of Preparation of the 2020 City of Porterville Urban Water Management Plan**

Dear R.L. Schafer:

Pursuant to the requirements of the California Water Code, Division 6, Part 2.6 Urban Water Management Planning, Section 10621 (b), every urban water supplier required to prepare a plan pursuant to this part shall, at least 60 days prior to the public hearing on the plan required by Section 10642, notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.

This letter is intended to notify your agency that the City of Porterville (City) is in process of preparing the 2020 Urban Water Management Plan (UWMP). Based on the City's current schedule, we expect to have a public review draft of the 2020 UWMP available for review in August 2021, at which point your agency will receive a notification letter that the draft UWMP is available for public review.

If your agency would like to submit comments or provide input to the City in anticipation of the development of the 2020 UWMP, please submit written copies to:

Michael Knight
City of Porterville
Public Works Director
291 North Main Street
Porterville, CA 93257

Sincerely,

CITY OF PORTERVILLE

Michael Knight
Public Works Director

cc: Anthony Cemo, Carollo Engineers, Inc.

June 18, 2021



Porter Vista Public Utilities District
1124 E. Success Dr.
Porterville, CA 93257

Attention: Jeannie Chavez

Subject: **Notice of Preparation of the 2020 City of Porterville Urban Water Management Plan**

Dear Jeannie Chavez:

Pursuant to the requirements of the California Water Code, Division 6, Part 2.6 Urban Water Management Planning, Section 10621 (b), every urban water supplier required to prepare a plan pursuant to this part shall, at least 60 days prior to the public hearing on the plan required by Section 10642, notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.

This letter is intended to notify your agency that the City of Porterville (City) is in process of preparing the 2020 Urban Water Management Plan (UWMP). Based on the City's current schedule, we expect to have a public review draft of the 2020 UWMP available for review in August 2021, at which point your agency will receive a notification letter that the draft UWMP is available for public review.

If your agency would like to submit comments or provide input to the City in anticipation of the development of the 2020 UWMP, please submit written copies to:

Michael Knight
City of Porterville
Public Works Director
291 North Main Street
Porterville, CA 93257

Sincerely,

CITY OF PORTERVILLE

Michael Knight
Public Works Director

cc: Anthony Cemo, Carollo Engineers, Inc.

June 18, 2021



Tea Pot Dome Irrigation District
357 E. Olive Ave
Tipton, CA 93272

Attention: Eric Limas

Subject: **Notice of Preparation of the 2020 City of Porterville Urban Water Management Plan**

Dear Eric Limas:

Pursuant to the requirements of the California Water Code, Division 6, Part 2.6 Urban Water Management Planning, Section 10621 (b), every urban water supplier required to prepare a plan pursuant to this part shall, at least 60 days prior to the public hearing on the plan required by Section 10642, notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.

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If your agency would like to submit comments or provide input to the City in anticipation of the development of the 2020 UWMP, please submit written copies to:

Michael Knight
City of Porterville
Public Works Director
291 North Main Street
Porterville, CA 93257

Sincerely,

CITY OF PORTERVILLE

Michael Knight
Public Works Director

cc: Anthony Cemo, Carollo Engineers, Inc.

June 18, 2021



Vandalia Irrigation District
357 E. Olive Ave
Tipton, CA 93272

Attention: Eric Limas

Subject: **Notice of Preparation of the 2020 City of Porterville Urban Water Management Plan**

Dear Eric Limas:

Pursuant to the requirements of the California Water Code, Division 6, Part 2.6 Urban Water Management Planning, Section 10621 (b), every urban water supplier required to prepare a plan pursuant to this part shall, at least 60 days prior to the public hearing on the plan required by Section 10642, notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.

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If your agency would like to submit comments or provide input to the City in anticipation of the development of the 2020 UWMP, please submit written copies to:

Michael Knight
City of Porterville
Public Works Director
291 North Main Street
Porterville, CA 93257

Sincerely,

CITY OF PORTERVILLE

Michael Knight
Public Works Director

cc: Anthony Cemo, Carollo Engineers, Inc.

June 18, 2021



Lower Tule River Irrigation District
357 E. Olive Ave
Tipton, CA 93272

Attention: Eric Limas

Subject: **Notice of Preparation of the 2020 City of Porterville Urban Water Management Plan**

Dear Eric Limas:

Pursuant to the requirements of the California Water Code, Division 6, Part 2.6 Urban Water Management Planning, Section 10621 (b), every urban water supplier required to prepare a plan pursuant to this part shall, at least 60 days prior to the public hearing on the plan required by Section 10642, notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.

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If your agency would like to submit comments or provide input to the City in anticipation of the development of the 2020 UWMP, please submit written copies to:

Michael Knight
City of Porterville
Public Works Director
291 North Main Street
Porterville, CA 93257

Sincerely,

CITY OF PORTERVILLE

Michael Knight
Public Works Director

cc: Anthony Cemo, Carollo Engineers, Inc.

June 18, 2021



Saucelito Irrigation District
20712 Avenue 120
Porterville, CA 93257

Attention: Sean Geivet

Subject: **Notice of Preparation of the 2020 City of Porterville Urban Water Management Plan**

Dear Sean Geivet:

Pursuant to the requirements of the California Water Code, Division 6, Part 2.6 Urban Water Management Planning, Section 10621 (b), every urban water supplier required to prepare a plan pursuant to this part shall, at least 60 days prior to the public hearing on the plan required by Section 10642, notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.

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If your agency would like to submit comments or provide input to the City in anticipation of the development of the 2020 UWMP, please submit written copies to:

Michael Knight
City of Porterville
Public Works Director
291 North Main Street
Porterville, CA 93257

Sincerely,

CITY OF PORTERVILLE

Michael Knight
Public Works Director

cc: Anthony Cemo, Carollo Engineers, Inc.

June 18, 2021



Terra Bella Irrigation District
24790 Avenue 95
Terra Bella, CA 93270

Attention: Sean Geivet

Subject: **Notice of Preparation of the 2020 City of Porterville Urban Water Management Plan**

Dear Sean Geivet:

Pursuant to the requirements of the California Water Code, Division 6, Part 2.6 Urban Water Management Planning, Section 10621 (b), every urban water supplier required to prepare a plan pursuant to this part shall, at least 60 days prior to the public hearing on the plan required by Section 10642, notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.

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If your agency would like to submit comments or provide input to the City in anticipation of the development of the 2020 UWMP, please submit written copies to:

Michael Knight
City of Porterville
Public Works Director
291 North Main Street
Porterville, CA 93257

Sincerely,

CITY OF PORTERVILLE

Michael Knight
Public Works Director

cc: Anthony Cemo, Carollo Engineers, Inc.

June 18, 2021



Porterville Irrigation District
220860 Avenue 160
Porterville, CA 93257

Attention: Sean Geivet

Subject: **Notice of Preparation of the 2020 City of Porterville Urban Water Management Plan**

Dear Sean Geivet:

Pursuant to the requirements of the California Water Code, Division 6, Part 2.6 Urban Water Management Planning, Section 10621 (b), every urban water supplier required to prepare a plan pursuant to this part shall, at least 60 days prior to the public hearing on the plan required by Section 10642, notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.

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If your agency would like to submit comments or provide input to the City in anticipation of the development of the 2020 UWMP, please submit written copies to:

Michael Knight
City of Porterville
Public Works Director
291 North Main Street
Porterville, CA 93257

Sincerely,

CITY OF PORTERVILLE

Michael Knight
Public Works Director

cc: Anthony Cemo, Carollo Engineers, Inc.

June 18, 2021



Eastern Tule Groundwater Sustainability Agency
881 W. Morton Avenue, Suite D.
Porterville, CA 93257

Attention: Rogelio Claudillo

Subject: **Notice of Preparation of the 2020 City of Porterville Urban Water Management Plan**

Dear Rogelio Claudillo:

Pursuant to the requirements of the California Water Code, Division 6, Part 2.6 Urban Water Management Planning, Section 10621 (b), every urban water supplier required to prepare a plan pursuant to this part shall, at least 60 days prior to the public hearing on the plan required by Section 10642, notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.

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If your agency would like to submit comments or provide input to the City in anticipation of the development of the 2020 UWMP, please submit written copies to:

Michael Knight
City of Porterville
Public Works Director
291 North Main Street
Porterville, CA 93257

Sincerely,

CITY OF PORTERVILLE

Michael Knight
Public Works Director

cc: Anthony Cemo, Carollo Engineers, Inc.

June 18, 2021



County of Tulare
5961 S. Mooney Boulevard
Visalia, CA 93277

Attention: Denise England

Subject: **Notice of Preparation of the 2020 City of Porterville Urban Water Management Plan**

Dear Denise England:

Pursuant to the requirements of the California Water Code, Division 6, Part 2.6 Urban Water Management Planning, Section 10621 (b), every urban water supplier required to prepare a plan pursuant to this part shall, at least 60 days prior to the public hearing on the plan required by Section 10642, notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.

This letter is intended to notify your agency that the City of Porterville (City) is in process of preparing the 2020 Urban Water Management Plan (UWMP). Based on the City's current schedule, we expect to have a public review draft of the 2020 UWMP available for review in August 2021, at which point your agency will receive a notification letter that the draft UWMP is available for public review.

If your agency would like to submit comments or provide input to the City in anticipation of the development of the 2020 UWMP, please submit written copies to:

Michael Knight
City of Porterville
Public Works Director
291 North Main Street
Porterville, CA 93257

Sincerely,

CITY OF PORTERVILLE

Michael Knight
Public Works Director

cc: Anthony Cemo, Carollo Engineers, Inc.

Appendix E

AWWA WATER AUDIT DOCUMENTS

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AWWA Free Water Audit Software: Reporting Worksheet

WAS v5.0
American Water Works Association
Copyright © 2014, All Rights Reserved

[?](#) Click to access definition
[+](#) Click to add a comment

Water Audit Report for: **City of Porterville (54-10010)**
Reporting Year: **2016** 1/2016 - 12/2016

Please enter data in the white cells below. Where available, metered values should be used; if metered values are unavailable please estimate a value. Indicate your confidence in the accuracy of the input data by grading each component (n/a or 1-10) using the drop-down list to the left of the input cell. Hover the mouse over the cell to obtain a description of the grades

All volumes to be entered as: MILLION GALLONS (US) PER YEAR

To select the correct data grading for each input, determine the highest grade where the utility meets or exceeds all criteria for that grade and all grades below it.

WATER SUPPLIED

Volume from own sources: [+](#) [?](#) 4 3,222.000 MG/Yr
Water imported: [+](#) [?](#) n/a 0.000 MG/Yr
Water exported: [+](#) [?](#) n/a 0.000 MG/Yr

Master Meter and Supply Error Adjustments

Pcnt: [+](#) [?](#) 3 Value: [⊖](#) [○](#) [⊕](#) MG/Yr
[+](#) [?](#) [⊖](#) [○](#) [⊕](#) MG/Yr
[+](#) [?](#) [⊖](#) [○](#) [⊕](#) MG/Yr

Enter negative % or value for under-registration
Enter positive % or value for over-registration

WATER SUPPLIED: 3,222.000 MG/Yr

AUTHORIZED CONSUMPTION

Billed metered: [+](#) [?](#) 5 2,776.000 MG/Yr
Billed unmetered: [+](#) [?](#) 10 95.576 MG/Yr
Unbilled metered: [+](#) [?](#) n/a MG/Yr
Unbilled unmetered: [+](#) [?](#) 40.275 MG/Yr

Default option selected for Unbilled unmetered - a grading of 5 is applied but not displayed

AUTHORIZED CONSUMPTION: 2,911.851 MG/Yr

Click here: [?](#)
for help using option
buttons below

Pcnt: 1.25% Value: [⊖](#) [○](#) [⊕](#) MG/Yr

Use buttons to select
percentage of water
supplied
OR
value

WATER LOSSES (Water Supplied - Authorized Consumption)

Apparent Losses

Unauthorized consumption: [+](#) [?](#) 8.055 MG/Yr

Default option selected for unauthorized consumption - a grading of 5 is applied but not displayed

Customer metering inaccuracies: [+](#) [?](#) 3 0.000 MG/Yr
Systematic data handling errors: [+](#) [?](#) 6.940 MG/Yr

Default option selected for Systematic data handling errors - a grading of 5 is applied but not displayed

Apparent Losses: 14.995 MG/Yr

Pcnt: 0.25% Value: [⊖](#) [○](#) [⊕](#) MG/Yr

0.25% [⊖](#) [○](#) [⊕](#) MG/Yr

Real Losses (Current Annual Real Losses or CARL)

Real Losses = Water Losses - Apparent Losses: 295.154 MG/Yr

WATER LOSSES: 310.149 MG/Yr

NON-REVENUE WATER

NON-REVENUE WATER: 350.424 MG/Yr

= Water Losses + Unbilled Metered + Unbilled Unmetered

SYSTEM DATA

Length of mains: [+](#) [?](#) 9 234.9 miles
Number of active AND inactive service connections: [+](#) [?](#) 5 15,760
Service connection density: [?](#) 67 conn./mile main

Are customer meters typically located at the curbside or property line? Yes

Average length of customer service line: [+](#) [?](#) (length of service line, beyond the property boundary, that is the responsibility of the utility)

Average length of customer service line has been set to zero and a data grading score of 10 has been applied

Average operating pressure: [+](#) [?](#) 9 60.0 psi

COST DATA

Total annual cost of operating water system: [+](#) [?](#) 10 \$5,525,799 \$/Year
Customer retail unit cost (applied to Apparent Losses): [+](#) [?](#) 9 \$1.75 \$/100 cubic feet (ccf)
Variable production cost (applied to Real Losses): [+](#) [?](#) 5 \$583.08 \$/Million gallons ☐ Use Customer Retail Unit Cost to value real losses

WATER AUDIT DATA VALIDITY SCORE:

*** YOUR SCORE IS: 57 out of 100 ***

A weighted scale for the components of consumption and water loss is included in the calculation of the Water Audit Data Validity Score

PRIORITY AREAS FOR ATTENTION:

Based on the information provided, audit accuracy can be improved by addressing the following components:

1: Volume from own sources

2: Customer metering inaccuracies

3: Billed metered



AWWA Free Water Audit Software: Reporting Worksheet

WAS v5.0
American Water Works Association
Copyright © 2014, All Rights Reserved

[?](#) Click to access definition
[+](#) Click to add a comment

Water Audit Report for: **City of Porterville (54-10010)**
Reporting Year: **2017** 1/2017 - 12/2017

Please enter data in the white cells below. Where available, metered values should be used; if metered values are unavailable please estimate a value. Indicate your confidence in the accuracy of the input data by grading each component (n/a or 1-10) using the drop-down list to the left of the input cell. Hover the mouse over the cell to obtain a description of the grades

All volumes to be entered as: MILLION GALLONS (US) PER YEAR

To select the correct data grading for each input, determine the highest grade where the utility meets or exceeds all criteria for that grade and all grades below it.

WATER SUPPLIED

Volume from own sources: [+](#) [?](#) 7 3,345.000 MG/Yr
Water imported: [+](#) [?](#) n/a 0.000 MG/Yr
Water exported: [+](#) [?](#) n/a 0.000 MG/Yr

Master Meter and Supply Error Adjustments

Pcnt: [+](#) [?](#) 3 Value: [?](#) MG/Yr
[+](#) [?](#) [?](#) [?](#) MG/Yr
[+](#) [?](#) [?](#) [?](#) MG/Yr

Enter negative % or value for under-registration
Enter positive % or value for over-registration

WATER SUPPLIED: 3,345.000 MG/Yr

AUTHORIZED CONSUMPTION

Billed metered: [+](#) [?](#) 5 2,891.000 MG/Yr
Billed unmetered: [+](#) [?](#) 10 59.430 MG/Yr
Unbilled metered: [+](#) [?](#) n/a MG/Yr
Unbilled unmetered: [+](#) [?](#) 41.813 MG/Yr

Default option selected for Unbilled unmetered - a grading of 5 is applied but not displayed

AUTHORIZED CONSUMPTION: 2,992.243 MG/Yr

Click here: [?](#)
for help using option
buttons below

Pcnt: 1.25% Value: [?](#) MG/Yr

Use buttons to select
percentage of water
supplied
OR
value

Pcnt: 0.25% Value: [?](#) MG/Yr

1.50% [?](#) [?](#) MG/Yr
0.25% [?](#) [?](#) MG/Yr

WATER LOSSES (Water Supplied - Authorized Consumption)

Apparent Losses

Unauthorized consumption: [+](#) [?](#) 8.363 MG/Yr

Default option selected for unauthorized consumption - a grading of 5 is applied but not displayed

Customer metering inaccuracies: [+](#) [?](#) 4 44.025 MG/Yr
Systematic data handling errors: [+](#) [?](#) 7.228 MG/Yr

Default option selected for Systematic data handling errors - a grading of 5 is applied but not displayed

Apparent Losses: 59.615 MG/Yr

Real Losses (Current Annual Real Losses or CARL)

Real Losses = Water Losses - Apparent Losses: [?](#) 293.142 MG/Yr

WATER LOSSES: 352.758 MG/Yr

NON-REVENUE WATER

NON-REVENUE WATER: 394.570 MG/Yr

= Water Losses + Unbilled Metered + Unbilled Unmetered

SYSTEM DATA

Length of mains: [+](#) [?](#) 9 273.4 miles
Number of active AND inactive service connections: [+](#) [?](#) 9 16,206
Service connection density: [?](#) 59 conn./mile main

Are customer meters typically located at the curbside or property line? [?](#) Yes

Average length of customer service line: [+](#) [?](#) (length of service line, beyond the property boundary, that is the responsibility of the utility)

Average length of customer service line has been set to zero and a data grading score of 10 has been applied

Average operating pressure: [+](#) [?](#) 9 60.0 psi

COST DATA

Total annual cost of operating water system: [+](#) [?](#) 10 \$6,221,146 \$/Year
Customer retail unit cost (applied to Apparent Losses): [+](#) [?](#) 9 \$1.79 \$/100 cubic feet (ccf)
Variable production cost (applied to Real Losses): [+](#) [?](#) 8 \$537.68 \$/Million gallons ☐ Use Customer Retail Unit Cost to value real losses

WATER AUDIT DATA VALIDITY SCORE:

***** YOUR SCORE IS: 71 out of 100 *****

A weighted scale for the components of consumption and water loss is included in the calculation of the Water Audit Data Validity Score

PRIORITY AREAS FOR ATTENTION:

Based on the information provided, audit accuracy can be improved by addressing the following components:

1: Volume from own sources

2: Billed metered

3: Customer metering inaccuracies

AWWA Free Water Audit Software:
Reporting Worksheet

WAS v5.0

?
+

Click to access **Water Audit Report for:** **City of Porterville (54-10010)**
Click to add a comment **Reporting Year:** **2018** **1/2018 - 12/2018**

Please enter data in the white cells below. Where available, metered values should be used; if metered values are unavailable please estimate a value. Indicate your confidence in the accuracy of the

All volumes to be entered as: MILLION GALLONS (US) PER YEAR

WATER SUPPLIED

To select the correct data grading for each input, determine the highest grade where the utility meets or

----- Enter grading in column 'E' and 'J' ----->

Volume from own sources:	+	7	3,514.000	MG/Yr
Water imported:	+	n/a	0.000	MG/Yr
Water exported:	+	n/a	0.000	MG/Yr

WATER SUPPLIED: 3,514.000 MG/Yr

AUTHORIZED CONSUMPTION

Billed metered:	+	6	3,078.800	MG/Yr
Billed unmetered:	+	10	30.406	MG/Yr
Unbilled metered:	+	n/a	0.000	MG/Yr
Unbilled unmetered:	+		43.925	MG/Yr

Default option selected for Unbilled unmetered - a grading of 5 is applied but not displayed

AUTHORIZED CONSUMPTION: 3,153.131 MG/Yr

WATER LOSSES (Water Supplied - Authorized Consumption)

360.869 MG/Yr

Apparent Losses

Unauthorized consumption: + 8.785 MG/Yr

Default option selected for unauthorized consumption - a grading of 5 is applied but not displayed

Customer metering inaccuracies:	+	4	46.885	MG/Yr
Systematic data handling errors:	+		7.697	MG/Yr

Default option selected for Systematic data handling errors - a grading of 5 is applied but not displayed

Apparent Losses: 63.367 MG/Yr

Real Losses (Current Annual Real Losses or CARL)

Real Losses = Water Losses - Apparent Losses: 297.502 MG/Yr

WATER LOSSES: 360.869 MG/Yr

NON-REVENUE WATER

NON-REVENUE WATER: 404.794 MG/Yr

= Water Losses + Unbilled Metered + Unbilled Unmetered

SYSTEM DATA

Length of mains:	+	9	274.3	miles
Number of <u>active AND inactive</u> service connections:	+	9	16,687	
Service connection density:			61	conn./mile main

Are customer meters typically located at the curbside or property line? Yes

Average length of customer service line: + (length of service line, beyond the property boundary, that is the responsibility of the

Average length of customer service line has been set to zero and a data grading score of 10 has been applied

Average operating pressure: + 9 60.0 psi

COST DATA

Total annual cost of operating water system:	+	10	\$6,195,223	\$/Year
Customer retail unit cost (applied to Apparent Losses):	+	9	\$1.83	\$/100 cubic feet (ccf)
Variable production cost (applied to Real Losses):	+	9	\$555.00	\$/Million gallons

☐ Use Customer Retail Unit Cost to value real

WATER AUDIT DATA VALIDITY SCORE:

*** YOUR SCORE IS: 73 out of 100 ***

A weighted scale for the components of consumption and water loss is included in the calculation of the Water Audit Data Validity Score

PRIORITY AREAS FOR ATTENTION:

Based on the information provided, audit accuracy can be improved by addressing the following components:

1: Volume from own sources

2: Customer metering inaccuracies

3: Billed metered

AWWA Free Water Audit Software v5.0

Reporting Worksheet 1



AWWA Free Water Audit Software: Reporting Worksheet

WAS v5.0

American Water Works Association
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Click to access definition
 Click to add a comment

Water Audit Report for: **City of Porterville (54-10010)**
Reporting Year: **2019** 1/2019 - 12/2019

Please enter data in the white cells below. Where available, metered values should be used; if metered values are unavailable please estimate a value. Indicate your confidence in the accuracy of the input data by grading each component (n/a or 1-10) using the drop-down list to the left of the input cell. Hover the mouse over the cell to obtain a description of the grades

All volumes to be entered as: **MILLION GALLONS (US) PER YEAR**

To select the correct data grading for each input, determine the highest grade where the utility meets or exceeds all criteria for that grade and all grades below it.

WATER SUPPLIED

Volume from own sources: 3,422.000 MG/Yr
Water imported: 0.000 MG/Yr
Water exported: 0.000 MG/Yr

WATER SUPPLIED: 3,422.000 MG/Yr

Master Meter and Supply Error Adjustments

Pcnt: Value: MG/Yr
 MG/Yr
 MG/Yr

Enter negative % or value for under-registration
Enter positive % or value for over-registration

AUTHORIZED CONSUMPTION

Billed metered: 2,990.000 MG/Yr
Billed unmetered: 23.000 MG/Yr
Unbilled metered: 0.000 MG/Yr
Unbilled unmetered: 42.775 MG/Yr

Default option selected for Unbilled unmetered - a grading of 5 is applied but not displayed

AUTHORIZED CONSUMPTION: 3,055.775 MG/Yr

Click here: for help using option buttons below

Pcnt: 1.25% Value: MG/Yr

Use buttons to select percentage of water supplied OR value

Pcnt: 0.25% Value: MG/Yr

3.00% MG/Yr
 0.25% MG/Yr

WATER LOSSES (Water Supplied - Authorized Consumption)

366.225 MG/Yr

Apparent Losses

Unauthorized consumption: 8.555 MG/Yr

Default option selected for unauthorized consumption - a grading of 5 is applied but not displayed

Customer metering inaccuracies: 92.474 MG/Yr
Systematic data handling errors: 7.475 MG/Yr

Default option selected for Systematic data handling errors - a grading of 5 is applied but not displayed

Apparent Losses: 108.504 MG/Yr

Real Losses (Current Annual Real Losses or CARL)

Real Losses = Water Losses - Apparent Losses: **257.721 MG/Yr**

WATER LOSSES: 366.225 MG/Yr

NON-REVENUE WATER

NON-REVENUE WATER: 409.000 MG/Yr

= Water Losses + Unbilled Metered + Unbilled Unmetered

SYSTEM DATA

Length of mains: 275.8 miles
Number of active AND inactive service connections: 16,863
Service connection density: 61 conn./mile main

Are customer meters typically located at the curbside or property line? Yes

Average length of customer service line: (length of service line, beyond the property boundary, that is the responsibility of the utility)

Average length of customer service line has been set to zero and a data grading score of 10 has been applied

Average operating pressure: 60.0 psi

COST DATA

Total annual cost of operating water system: \$6,195,222 \$/Year
Customer retail unit cost (applied to Apparent Losses): \$1.87 \$/100 cubic feet (ccf)
Variable production cost (applied to Real Losses): \$569.93 \$/Million gallons ☐ Use Customer Retail Unit Cost to value real losses

WATER AUDIT DATA VALIDITY SCORE:

*** YOUR SCORE IS: 73 out of 100 ***

A weighted scale for the components of consumption and water loss is included in the calculation of the Water Audit Data Validity Score

PRIORITY AREAS FOR ATTENTION:

Based on the information provided, audit accuracy can be improved by addressing the following components:

1: Volume from own sources

2: Billed metered

3: Customer metering inaccuracies



AWWA Free Water Audit Software: Reporting Worksheet

WAS v5.0
American Water Works Association
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[?](#) Click to access definition
[+](#) Click to add a comment

Water Audit Report for: **City of Porterville (54-10010)**
Reporting Year: **2020** 1/2020 - 12/2020

Please enter data in the white cells below. Where available, metered values should be used; if metered values are unavailable please estimate a value. Indicate your confidence in the accuracy of the input data by grading each component (n/a or 1-10) using the drop-down list to the left of the input cell. Hover the mouse over the cell to obtain a description of the grades

All volumes to be entered as: **MILLION GALLONS (US) PER YEAR**

To select the correct data grading for each input, determine the highest grade where the utility meets or exceeds all criteria for that grade and all grades below it.

WATER SUPPLIED

Volume from own sources: [+](#) [?](#) 7 3,647.000 MG/Yr
Water imported: [+](#) [?](#) n/a 0.000 MG/Yr
Water exported: [+](#) [?](#) n/a 0.000 MG/Yr

Master Meter and Supply Error Adjustments

Pcnt: [+](#) [?](#) 3 Value: [⊖](#) [⊕](#) MG/Yr
[+](#) [?](#) [⊖](#) [⊕](#) MG/Yr
[+](#) [?](#) [⊖](#) [⊕](#) MG/Yr

Enter negative % or value for under-registration
Enter positive % or value for over-registration

WATER SUPPLIED: 3,647.000 MG/Yr

AUTHORIZED CONSUMPTION

Billed metered: [+](#) [?](#) 6 3,243.000 MG/Yr
Billed unmetered: [+](#) [?](#) 10 21.000 MG/Yr
Unbilled metered: [+](#) [?](#) n/a 0.000 MG/Yr
Unbilled unmetered: [+](#) [?](#) 45.588 MG/Yr

Default option selected for Unbilled unmetered - a grading of 5 is applied but not displayed

AUTHORIZED CONSUMPTION: 3,309.588 MG/Yr

Click here: [?](#)
for help using option
buttons below

Pcnt: 1.25% Value: [⊖](#) [⊕](#) MG/Yr

Use buttons to select
percentage of water
supplied
OR
value

Pcnt: 0.25% Value: [⊖](#) [⊕](#) MG/Yr

3.00% [⊖](#) [⊕](#) MG/Yr
0.25% [⊖](#) [⊕](#) MG/Yr

WATER LOSSES (Water Supplied - Authorized Consumption)

Apparent Losses

Unauthorized consumption: [+](#) [?](#) 9.118 MG/Yr

Default option selected for unauthorized consumption - a grading of 5 is applied but not displayed

Customer metering inaccuracies: [+](#) [?](#) 5 100.299 MG/Yr
Systematic data handling errors: [+](#) [?](#) 8.108 MG/Yr

Default option selected for Systematic data handling errors - a grading of 5 is applied but not displayed

Apparent Losses: 117.524 MG/Yr

Real Losses (Current Annual Real Losses or CARL)

Real Losses = Water Losses - Apparent Losses: [?](#) 219.889 MG/Yr

WATER LOSSES: 337.413 MG/Yr

NON-REVENUE WATER

NON-REVENUE WATER: 383.000 MG/Yr

= Water Losses + Unbilled Metered + Unbilled Unmetered

SYSTEM DATA

Length of mains: [+](#) [?](#) 9 291.3 miles
Number of active AND inactive service connections: [+](#) [?](#) 9 17,063
Service connection density: [?](#) 59 conn./mile main

Are customer meters typically located at the curbside or property line? [?](#) Yes

Average length of customer service line: [+](#) [?](#) (length of service line, beyond the property boundary, that is the responsibility of the utility)

Average length of customer service line has been set to zero and a data grading score of 10 has been applied

Average operating pressure: [+](#) [?](#) 9 60.0 psi

COST DATA

Total annual cost of operating water system: [+](#) [?](#) 9 \$6,951,412 \$/Year
Customer retail unit cost (applied to Apparent Losses): [+](#) [?](#) 9 \$1.87 \$/100 cubic feet (ccf)
Variable production cost (applied to Real Losses): [+](#) [?](#) 9 \$534.76 \$/Million gallons ☐ Use Customer Retail Unit Cost to value real losses

WATER AUDIT DATA VALIDITY SCORE:

*** YOUR SCORE IS: 73 out of 100 ***

A weighted scale for the components of consumption and water loss is included in the calculation of the Water Audit Data Validity Score

PRIORITY AREAS FOR ATTENTION:

Based on the information provided, audit accuracy can be improved by addressing the following components:

1: Volume from own sources

2: Billed metered

3: Customer metering inaccuracies

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Appendix F

SBX7-7 VERIFICATION FORMS

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SB X7-7 Table 0: Units of Measure Used in 2020 UWMP**(select one from the drop down list)*

Million Gallons

**The unit of measure must be consistent throughout the UWMP, as reported in Submittal Table 2-3.*

NOTES:

SB X7-7 Table 2: Method for 2020 Population Estimate**Method Used to Determine 2020 Population**

(may check more than one)

**1. Department of Finance (DOF) or
(ACS)****American Community Survey****2. Persons-per-Connection Method****X****3. DWR Population Tool****4. Other**

DWR recommends pre-review

NOTES:

SB X7-7 Table 3: 2020 Service Area Population**2020 Compliance Year Population****2020**

74,907

NOTES:

SB X7-7 Table 4: 2020 Gross Water Use

Compliance Year 2020	2020 Volume Into Distribution System <i>This column will remain blank until SB X7-7 Table 4-A is completed.</i>	2020 Deductions					2020 Gross Water Use
		Exported Water *	Change in Dist. System Storage* (+/-)	Indirect Recycled Water <i>This column will remain blank until SB X7-7 Table 4-B is completed.</i>	Water Delivered for Agricultural Use*	Process Water <i>This column will remain blank until SB X7-7 Table 4-D is completed.</i>	
	3,647	-	-	-	-	-	3,647

* **Units of measure (AF, MG , or CCF)** must remain consistent throughout the UWMP, as reported in SB X7-7 Table 0 and Submittal Table 2-3.

NOTES:

SB X7-7 Table 4-A: 2020 Volume Entering the Distribution System(s), Meter Error Adjustment

Complete one table for each source.

Name of Source	Tule Subbasin Groundwater		
This water source is (check one):			
X	The supplier's own water source		
	A purchased or imported source		
Compliance Year 2020	Volume Entering Distribution System ¹	Meter Error Adjustment ² <i>Optional (+/-)</i>	Corrected Volume Entering Distribution System
	3,647	-	3,647

¹ **Units of measure (AF, MG , or CCF)** must remain consistent throughout the UWMP, as reported in SB X7-7 Table 0 and Submittal Table 2-3.

² **Meter Error Adjustment** - See guidance in

Methodology 1, Step 3 of Methodologies Document

NOTES

SB X7-7 Table 5: 2020 Gallons Per Capita Per Day (GPCD)

2020 Gross Water SB X7-7 Table 4	Fm	2020 Population Fm SB X7-7 Table 3	2020 GPCD
3,647		74,907	133

NOTES:

SB X7-7 Table 9: 2020 Compliance

Actual 2020 GPCD ¹	Optional Adjustments to 2020 GPCD					2020 Confirmed Target GPCD ^{1, 2}	Did Supplier Achieve Targeted Reduction for 2020?
	Enter "0" if Adjustment Not Used			TOTAL Adjustments ¹	Adjusted 2020 GPCD ¹ <i>(Adjusted if applicable)</i>		
	Extraordinary Events ¹	Weather Normalization ¹	Economic Adjustment ¹				
133	-	-	-	-	133	156	YES

¹ All values are reported in GPCD

² **2020 Confirmed Target GPCD** is taken from the Supplier's SB X7-7 Verification Form Table SB X7-7, 7-F.

NOTES:

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Appendix G

EASTERN TULE GSA GROUNDWATER SUSTAINABILITY PLAN

A copy of the Eastern Tule Groundwater Sustainability Agency's Groundwater Sustainability Plan can be downloaded at the link below:

<https://www.easterntulegsa.com/gsp>

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Appendix H

2020 WATER QUALITY CCR

City of Porterville Consumer Confidence Reports can be downloaded at the link below:

https://www.ci.porterville.ca.us/departments/public_works/field_services_division/water_sewer_maintenance.php#outer-161

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Appendix I

WATER CONSERVATION PLAN

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WATER CONSERVATION PLAN

EVERY DROP COUNTS.

PRESENTED BY: FIELD SERVICES DIVISION
PUBLIC WORKS DEPARTMENT

CITY OF PORTERVILLE
555 N. PROSPECT ST., PORTERVILLE, CA 93257

REVISED BY:

**JOHN LOLLIS,
CITY MANAGER**

**MICHAEL K. REED,
ACTING PUBLIC WORKS DIRECTOR**

**BRYAN B. STYLES,
DEPUTY PUBLIC WORKS DIRECTOR
& FIELD SERVICES MANAGER**

**MICHAEL KNIGHT,
WATER UTILITIES SUPERINTENDENT**

**ROMAN FERRO,
WATER SYSTEMS SPECIALIST**

**DENYS THOMPSON,
ADMINISTRATIVE AIDE**

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PREFACE

The City of Porterville water system is municipally-owned with more than 15,299 service connections, 97% of which are metered, serving a population of 55,490, with approximately 1,100 service connections outside the city limits. Water supplies for the City system are produced entirely from groundwater underlying the city, which is recharged from rainfall and runoff of the Western Sierra Nevada. The major stream contributing to the recharge of the Tule Basin Aquifer underlying Porterville is the Tule River.

Storage capacity represents over ten million gallons within the distribution system and five hillside reservoirs, three with a capacity of three million gallons, one with a capacity of three hundred and five thousand gallons, one with the capacity of five hundred and fifty thousand gallons.

A telemetry system controls the operation of 23 of the City's 35 active well pumps to maintain system pressure under varying loads. The water levels in the reservoirs are also monitored and controlled by the computerized telemetry control system.

Water conservation and awareness have always been areas of concern for the Porterville community. Less than normal rainfall and runoff makes efforts to promote water conservation a high priority. In addition to the benefits of conserving water as a limited natural resource, additional benefits accrue to the community in the form of a reduced impact on the Wastewater Treatment Plant and a reduction in energy costs when water supplies are conserved.

It is vitally important that the Water Conservation Plan be a joint partnership between the City and the General Public in order to achieve optimal effect. The Plan has been developed in five phases with each phase defined in terms of the available water supply.

Well Storage Levels and Drought Phase Triggers

Water Conservation Phase I	Water Conservation Phase I: Applies during periods when a normal water supply is available.
Drought Response Phase II	Drought Response Phase II: Applies during period when there is a water supply storage.
Drought Response Phase III	Drought Response Phase III: Applies during period when there is a significant water supply storage.
Drought Response Phase IV	Drought Response Phase IV: Applies during period when there is a more significant water supply storage.
Emergency Response Phase V	Emergency Response Phase V: Applies during periods when there is a critical water supply shortage.

Actions within each phase have been defined as either actions to be undertaken by the City or by the General Public. Due to the number of variables which affect the water conditions in existence at any one point in time, a City staff analysis of those variables will be utilized in determining the transition of the City from one phase to a more (or less) stringent phase. At such time as staff determines that water supply conditions warrant a phase change, staff will present the request to the City Council for their approval.

This plan differs from other valley community plans because the city of Porterville is in a more favorable position of having almost all of its water customers metered, which allows the City to basically control the water conservation program.

CITY WATER SYSTEM

The City has always been diligent in its efforts to provide sufficient safe and affordable drinking water to the residents of the community. Water conservation has long been a permanent part of the City's water resource management program. Efforts to that end include:

- **NEW WELLS:**

Over the past five years new wells have been added to the City water system in order to serve the needs of the community. Additional wells are planned for completion within the next few years.

- **TELEMETRY SYSTEM:**

This system controls the operation of the well pumps to maintain system pressure under varying loads. Water levels in the reservoirs are also monitored and controlled by the computerized telemetry control system. Water is usually pumped to the reservoirs during the off peak usage hours for later use by consumers. This system was designed to

operate the City wells in the most efficient and productive way possible with additional benefits of energy cost savings.

- **RESERVOIRS:**

The City currently operates and maintains five (5) hillside reservoirs, three (3) with a capacity of three million gallons, one (1) with a capacity of 305,000 gallons, and one (1) with a capacity of 550,000. The three largest reservoirs are usually filled during off peak hours and then release water during the high usage hours. There is also a 300,000 gallon reservoir located at the Airport which is also part of the City system. The reservoirs increase the City's ability to maintain system pressure during peak demand and fire flow situations.

- **METERIZATION PROGRAM:**

With over 97% of all service connections metered, the City has a goal of 100% meterization. All new connections are required to have meters.

- **UTILITY BILLING NOTICE:**

The City's computerized utility billing system provides consumers with their current and past water usage history for comparison purposes. While variations may be attributable to a change known to the consumer (i.e. additional persons in the home, addition of a swimming pool), it may also be the result of an undetected leak or other controllable occurrence.

- **WATER AUDIT/LEAKAGE DETECTION & REPAIR PLAN:**

The City will continue in its proactive plan to audit water supply usage. Upon detection of the source of any leakage, corrective action will be taken immediately in order to promote the efficient use of the existing water supply and in turn reduce the energy required to operate the system.

- **NEW WATER LINE TESTING:**

The City requires full pressure and leak testing of all newly constructed water lines.

- **FIRE HYDRANT TESTING:**

The City Fire Department schedules their annual fire hydrant testing program during the early spring and late fall to avoid the peak water use season. Such testing is required to maintain the integrity of the fire protection system.

CONSERVATION PHASING

The effectiveness of any voluntary plan ultimately depends on the public's awareness of the need for the plan. Local residents have a history of commitment to their community and support of the public welfare. It is a reliance upon this tradition that makes the distribution of public information the cornerstone of the City's Water Conservation Plan.

● WATER CONSERVATION PHASE I: NORMAL WATER SUPPLY

The Water Conservation Phase I applies during periods when a normal water supply is available.

ACTIONS BY THE CITY:

Public Information Program	• Distribution of suggestions for residential, commercial, and industrial water conservation and awareness. • Coordination of public information with the local news media. • City participation in Water Awareness Month (May). • Lawn and Landscape Watering Guides will be made available upon request. • City staff will coordinate with local nurseries to compile a list of low water using trees and plants. The list will be made available at City Hall, the Corporation Yard, and the Parks & Leisure Services Department for local residents. • Coordination with local schools to encourage young people to become aware of local water issues and conditions. • Advise against outdoor watering within forty-eight (48) hours of a measurable rainfall. Measurable rainfall is defined by the National Oceanic and Atmospheric Administration (NOAA) National Weather Service (NWS) as 1/100th of one inch.
Project Review Committee	• The City's Project Review Committee (PRC) will include the evaluation of all submitted projects for water use and conservation efforts. The goal of City staff in cooperation with the developer will be to voluntarily reduce consumption of water used in the project. • City staff will assist the developer in familiarization with the Xeriscape Concept, combining creative landscaping and efficient irrigation to save water and promote attractive alternatives to traditional, high water use landscapes.
City Landscapes and Watering Schedules	• City parks, median islands, and landscaped public facilities will be watered during late night or early morning hours to the greatest extent possible. • All new landscaping projects undertaken by the City will incorporate conservation design.

Retrofit Bathroom Facilities	Water saving kits which contain toilet water conservation and low flow shower head devices will be made available to City water consumers, both residential and commercial, upon request, as funds are available.
Fire Hydrant Testing	The City's fire hydrant testing program will be scheduled during non-peak water usage times to the greatest extent possible without impairing the integrity of the City's fire protection service.

ACTIONS BY THE GENERAL PUBLIC:

Mindful Water Use	The general public will be encouraged to utilize those water conservation measures contained within the City's Public Information Program.
Voluntary Odd/Even Watering Schedule	- This schedule is encouraged, but not mandated. This plan is designed to minimize water usage and requests that the public water their lawn and shrubs according to their street address, per Exhibit 1 below. - Addresses ending in an odd number (1, 3, 5, 7, or 9) water on Tuesday, Thursday, and Saturday. Addresses ending in an even number (0, 2, 4, 6, or 8) water on Wednesday, Friday, and Sunday. There is no watering on Monday. Watering should be avoided between the hours of 5:00 AM to 10:00 AM and 5:00 PM to 10:00 PM.

Voluntary Odd/Even Water Schedule						
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
DO NOT WATER	OK TO WATER	OK TO WATER	OK TO WATER	OK TO WATER	OK TO WATER	OK TO WATER
	ODD	EVEN	ODD	EVEN	ODD	EVEN
Odd Address Even Address						

Exhibit 1

● DROUGHT RESPONSE PHASE II: WATER SUPPLY SHORTAGE

Drought Response Phase II applies during periods when there is a water supply shortage. When water supply conditions start to deteriorate, the City is mandated to implement more stringent water conservation provisions for the benefit of its community. In addition to upholding the programs and provisions outlined in Phases I, the City must be diligent in its water conservation efforts by issuing penalties for non-compliance.

ACTIONS BY THE CITY:

Adoption and Enforcement of Stricter Water Regulations and Restrictions	- The City of Porterville will enforce an odd/even watering schedule for all residents. Watering is prohibited between the hours of 5:00 AM to 10:00 AM and 5:00 PM to 10:00 PM. Watering shall only occur on designated watering days. Excessive run-off is prohibited, as is outdoor watering within forty-eight (48) hours of a measurable rainfall. Measurable rainfall is defined by the National Oceanic and Atmospheric Administration (NOAA) National Weather Service (NWS) as 1/100th of one inch. - Per Section 25-5.1 of the City Municipal Code, Non-compliance with the City of Porterville's water conservation regulations will result in one written warning from the City of Porterville before the issuance of a citation. A second violation within a 12 month period will result in the issuance of a citation with a fine of \$100.00; a second citation will result in a fine of \$200.00; a third citation will result in a fine of \$500.00. Willful and egregious violations will result in issuance of a citation without a warning. Each day that a violation continues shall be regarded as a new and separate offense. - Per Section 25-5 of the City Municipal Code, "The consumer shall use reasonable care to prevent the waste of water, shall not allow water to run or waste from his property onto streets or highways, shall not use water in washing sidewalks, building entrances or lobbies or other properties to such excess that water shall flow in street gutters beyond the frontage of the properties occupied by them."
Public Information Program	The City will pursue a more aggressive distribution of information than its efforts initiated in the initial Water Conservation Phase to promote public awareness of the need to conserve water with a stronger emphasis on the water shortage condition.
Water System Pressure Reduction	The City's water system may experience reduced water pressures during high usage periods. This may deter water use for nonessential activities and encourage scheduling of landscape watering to late nights or early mornings.
City Landscapes and Watering Schedules	All City parks, median islands, and public facility landscapes will be watered during the late night or early morning hours to reduce impact on the water system during peak usage hours.
Leak Detection Water Waste	The City will continue in its proactive plan to audit water supply usage. All City staff will be reminded of the necessity of reporting any evidence of

	leaks or water waste for immediate action. There will be an emphasis on coordinated community efforts to reduce water waste.
"Waste of Water" Notices	City staff will be equipped to issue "Waste of Water" notices to consumers identified as misusing water.
Mandatory Odd/Even Watering days	Increase public education on the mandatory watering schedule program. Public outreach will emphasize changes from the Water Conservation Phase I (Voluntary) to Phase II (Mandatory).
Continuation of all Conservation Programs Established in Phase I	See Phase I

ACTIONS BY THE GENERAL PUBLIC:

Mandatory Odd/Even Watering Schedule	- Addresses ending in an odd number (1, 3, 5, 7, or 9) water on Tuesday, Thursday and Saturday. Addresses ending in an even number (0, 2, 4, 6, or 8) water on Wednesday, Friday and Sunday. There is no watering on Monday. See Exhibit 2 below. - Watering is prohibited between the hours of 5:00 AM to 10:00 AM and 5:00 PM to 10:00 PM. Watering shall only occur on designated watering days. - Excessive runoff is prohibited.
Ornamental Water Features	- Filling or re-filling ornamental lakes or ponds is prohibited, except to the extent needed to sustain aquatic life. - The operation of ornamental fountains or other structure making similar use of water is prohibited unless the fountain uses a recycling system.
Conservation Efforts	The general public will be strongly encouraged to utilize those water conservation measures contained within the City's public information program.
Restaurants	Notices will be sent to all restaurants within the city limits requesting support of water conservation efforts by serving water to customers upon request only.
Lawn and Landscaping Watering	Mandatory implementation of the Odd/Even Watering Program initiated in the Water Conservation Phase I, all residential, commercial, and industrial landscape watering scheduled times.

Vehicle Washing and Sidewalk Hosing	• The washing of sidewalks, driveways, parking areas, patios or other paved areas is prohibited, unless it is necessary for the health and safety of the public. • The washing of automobiles, trucks, trailers, boats, and airplanes is only permitted on designated watering days. Such washing, when allowed, shall be done either by automatic car washes that recycle water or with a hand held bucket, or hand held hose equipped with a positive shutoff nozzle for quick rinses. • Per Section 25-5 of the City Municipal Code, "The consumer shall use reasonable care to prevent the waste of water, shall not allow water to run or waste from his property onto streets or highways, shall not use water in washing sidewalks, building entrances or lobbies or other properties to such excess that water shall flow in street gutters beyond the frontage of the properties occupied by them."
--	--

Mandatory Odd/Even Water Schedule

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

Odd Address
 Even Address

Exhibit 2

● DROUGHT RESPONSE PHASE III: SIGNIFICANT WATER SUPPLY SHORTAGE

Drought Response Phase III applies during periods when there is a significant water supply shortage. In addition to upholding the programs and provisions outlined in Phases I and II, the City must be diligent in its water conservation efforts by issuing penalties for non-compliance.

ACTIONS BY THE CITY:

Adoption and Enforcement of Stricter Water Regulations and Restrictions	- The City of Porterville will enforce a two day a week odd/even watering schedule for all residents. Watering is prohibited between the hours of 5:00 AM to 10:00 AM and 5:00 PM to 10:00 PM. Watering shall only occur on designated watering days. Excessive run-off is prohibited, as is outdoor watering within forty-eight (48) hours of a measurable rainfall. Measurable rainfall is defined by the National Oceanic and Atmospheric Administration (NOAA) National Weather Service (NWS) as 1/100th of one inch. - Per Section 25-5.1 of the City Municipal Code, Non-compliance with the City of Porterville's water conservation regulations will result in one written warning from the City of Porterville before the issuance of a citation. A second violation within a 12 month period will result in the issuance of a citation with a fine of \$100.00; a second citation will result in a fine of \$200.00; a third citation will result in a fine of \$500.00. Willful and egregious violations will result in issuance of a citation without a warning. Each day that a violation continues shall be regarded as a new and separate offense. - Per Section 25-5 of the City Municipal Code, "The consumer shall use reasonable care to prevent the waste of water, shall not allow water to run or waste from his property onto streets or highways, shall not use water in washing sidewalks, building entrances or lobbies or other properties to such excess that water shall flow in street gutters beyond the frontage of the properties occupied by them."
Public Information Program	The utility billing system will begin to notify customers of restrictions on water use. The program to promote public awareness will be intensified with emphasis placed on communicating the mandatory water conservation requirements to the public.
City Landscapes and Watering Schedules	All City parks, median islands, and public facility landscapes will adopt a two-day watering schedule. If it becomes necessary, watering of City parks and median islands will be suspended and evaluated each day.
Continuation of all Conservation Programs and Regulations Established in Phases I and II	See Phases I and II

ACTIONS BY THE GENERAL PUBLIC:

Mandatory Reduction in Watering Days Durations	- Addresses ending in an odd number (1, 3, 5, 7, or 9) water on Tuesday and Saturday. Addresses ending in an even number (0, 2, 4, 6, or 8) water on Wednesday and Sunday. There is no watering on Monday, Thursday, or Friday. See Exhibit 3 below. - Watering is prohibited between the hours of 5:00 AM to 10:00 AM and 5:00 PM to 10:00 PM. Watering shall only occur on designated watering days. - Excessive runoff is prohibited.
Ornamental Water Features	- Filling or re-filling ornamental lakes or ponds is prohibited, except to the extent needed to sustain aquatic life. - The operation of ornamental fountains or other structure making similar use of water is prohibited unless the fountain uses a recycling system.
Vehicle Washing and Sidewalk Hosing	- The washing of sidewalks, driveways, parking areas, patios or other paved areas is prohibited, unless it is necessary for the health and safety of the public. - The washing of automobiles, trucks, trailers, boats, and airplanes is only permitted on designated watering days. Such washing, when allowed, shall be done with a hand held bucket, or hand held hose equipped with a positive shutoff nozzle for quick rinses. - Per Section 25-5 of the City Municipal Code, "The consumer shall use reasonable care to prevent the waste of water, shall not allow water to run or waste from his property onto streets or highways, shall not use water in washing sidewalks, building entrances or lobbies or other properties to such excess that water shall flow in street gutters beyond the frontage of the properties occupied by them."
Water Leaks	All leaks must be treated as a priority upon discovery and repaired at the safest scheduled opportunity.

Mandatory Odd/Even Water Schedule

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

Odd Address
 Even Address

Exhibit 3

● DROUGHT RESPONSE PHASE IV: SIGNIFICANT WATER SUPPLY SHORTAGE

Drought Response Phase IV applies during periods when there is a significant water supply shortage. In addition to upholding the programs and provisions outlined in Phases I, II and III, the City must be diligent in its water conservation efforts by issuing penalties for non-compliance.

ACTIONS BY THE CITY:

Adoption and Enforcement of Stricter Water Regulations and Restrictions	- The City of Porterville will enforce a one day a week odd/even watering schedule for all residents. Watering is prohibited between the hours of 5:00 AM to 10:00 AM and 5:00 PM to 10:00 PM. Watering shall only occur on designated watering days. Excessive run-off is prohibited, as is outdoor watering within forty-eight (48) hours of a measurable rainfall. Measurable rainfall is defined by the National Oceanic and Atmospheric Administration (NOAA) National Weather Service (NWS) as 1/100th of one inch. - Per Section 25-5.1 of the City Municipal Code, Non-compliance with the City of Porterville's water conservation regulations will result in one written warning from the City of Porterville before the issuance of a citation. A second violation within a 12 month period will result in the issuance of a citation with a fine of \$100.00; a second citation will result in a fine of \$200.00; a third citation will result in a fine of \$500.00. Willful and egregious violations will result in issuance of a citation without a warning. Each day that a violation continues shall be regarded as a new and separate offense. - Per Section 25-5 of the City Municipal Code, "The consumer shall use reasonable care to prevent the waste of water, shall not allow water to run or waste from his property onto streets or highways, shall not use water in washing sidewalks, building entrances or lobbies or other properties to such excess that water shall flow in street gutters beyond the frontage of the properties occupied by them."
Public Information Program	The utility billing system will begin to notify customers of restrictions on water use. The program to promote public awareness will be intensified with emphasis placed on communicating the mandatory water conservation requirements to the public.
City Landscapes and Watering Schedules	All City parks, median islands, and public facility landscapes will adopt a two-day watering schedule. If it becomes necessary, watering of City parks and median islands will be suspended and evaluated each day.
Continuation of all Conservation Programs and Regulations Established in Phases I, II and III	See Phases I, II and III

ACTIONS BY THE GENERAL PUBLIC:

Mandatory Reduction in Watering Days Durations	- Addresses ending in an odd number (1, 3, 5, 7, or 9) water on Saturday. Addresses ending in an even number (0, 2, 4, 6, or 8) water on Sunday. There is no watering Monday through Friday. See Exhibit 3 below. - Watering is prohibited between the hours of 5:00 AM to 10:00 AM and 5:00 PM to 10:00 PM. Watering shall only occur on designated watering days. - Excessive runoff is prohibited.
Ornamental Water Features	- Filling or re-filling ornamental lakes or ponds is prohibited, except to the extent needed to sustain aquatic life. - The operation of ornamental fountains or other structure making similar use of water is prohibited unless the fountain uses a recycling system.
Vehicle Washing and Sidewalk Hosing	- The washing of sidewalks, driveways, parking areas, patios or other paved areas is prohibited, unless it is necessary for the health and safety of the public. - The washing of automobiles, trucks, trailers, boats, and airplanes is only permitted on designated watering days. Such washing, when allowed, shall be done with a hand held bucket, or hand held hose equipped with a positive shutoff nozzle for quick rinses. - Per Section 25-5 of the City Municipal Code, "The consumer shall use reasonable care to prevent the waste of water, shall not allow water to run or waste from his property onto streets or highways, shall not use water in washing sidewalks, building entrances or lobbies or other properties to such excess that water shall flow in street gutters beyond the frontage of the properties occupied by them."
Water Leaks	All leaks must be treated as a priority upon discovery and repaired at the safest scheduled opportunity.

Mandatory Odd/Even Water 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

Exhibit 4

● EMERGENCY RESPONSE PHASE V: CRITICAL WATER SUPPLY SHORTAGE

Applies during periods when there is a severe water supply shortage as determined by California State mandate, City Manager, system outage, equipment failure, contamination of water supply, or other emergency. In addition to upholding the programs and provisions outlined in Phases I, II, III and IV, the City must be diligent in its water conservation efforts by issuing penalties for non-compliance.

ACTIONS BY THE CITY:

Rate Structure Enhancement	A 20% water rate increase on all residential and landscape accounts will go into effect. This rate increase will encourage water conservation and will also serve as a provision to recover the lost revenues from water conservation.
City Landscapes and Watering Schedules	Watering of City parks and median islands will be suspended and evaluated each day.
Continuation of all Conservation Programs and Regulations Established in Phases I, II, III and IV	See Phases I, II, III and IV

ACTIONS BY THE GENERAL PUBLIC:

Lawn and Landscaping Watering	Lawn and landscaping watering is prohibited.
Vehicle Washing	Vehicle washing should be accomplished either by automatic car washes that recycle water or with buckets and hoses equipped with a shut-off nozzle.
Continuation of all Conservation Programs and Regulations Established in Phases I, II, III and IV	See Phases I, II, III and IV

Appendix J

DROUGHT RISK ASSESSMENT

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City of Porterville
2020 Urban Water Management Plan

DROUGHT RISK ASSESSMENT

DRAFT FINAL | JANUARY 2022





City of Porterville
2020 Urban Water Management

**DROUGHT RISK
ASSESSMENT**

DRAFT FINAL | JANUARY 2022

This document is released for the purpose of information exchange review and planning only under the authority of Anthony M. Cemo, JANUARY 2022, State of California, P.E. No. 87929.

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Abbreviations

AB	California Assembly Bill
ac-ft	acre-feet
AFY	acre-feet per year
BG	block group
CDFA	California Department of Food and Agriculture
CEC	California Energy Commission
CPUC	California Public Utilities Commission
DRA	Drought Risk Assessment
DWR	California Department of Water Resources
ETGSA	Eastern Tule Groundwater Sustainability Agency
°F	Fahrenheit
FKC	Friant-Kern Canal
gpcd	gallons per capita day
GQ	Group Quarters
GSAs	groundwater sustainability agencies
GSPs	groundwater sustainability plans
IMP	2020 Integrated Master Plan
FKC	Friant-Kern Canal
MG	million gallons
MHI	Median Household Income
MJLHMP	Multi-Jurisdictional Local Hazard Mitigation Plan
RC	Risk Component
SB	California Senate Bill
SGMA	Sustainable Groundwater Management Act
State Water Board	State Water Resources Control Board
UWMP	Urban Water Management Plan
WCP	water conservation plan
WSCP	water shortage contingency plan

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DROUGHT RISK ASSESSMENT

1.0 Purpose and Objectives

As part of the latest guidance under Water Code Section 10635(b), suppliers are required to prepare a Drought Risk Assessment (DRA) with descriptions of data and methods used, basis for supply shortage conditions, determination of the reliability of sources, and a comparison of the total water supplies and uses during the drought. The key sections of the DRA are a combination of sections from the Urban Water Management Plan (UWMP) and the Water Shortage Contingency Plan (WSCP). The DRA will be submitted every five years with the UWMP and will assist the City of Porterville with future annual water supply and demand reporting. At this time, the California Department of Water Resources (DWR) has not established the annual reporting requirements.

The DRA contains the following:

1. New legislation that triggered the need for the DRA.
2. Water system overview, which includes a summary of the population, demand, and supply forecast through the year 2040.
3. Drought risk assessment and vulnerability considerations.
4. Response actions during supply shortage conditions.
5. Next steps.

2.0 New Legislation for Drought Resilience

As a result of the historic California drought from 2012 through 2016, Executive Order B-37-16 was issued by Governor Brown to establish a long-term framework for water conservation and drought planning. The initial framework to implement Executive Order B-37-16 was prepared in 2017 by DWR, the State Water Resources Control Board (State Water Board), the California Public Utilities Commission (CPUC), the California Department of Food and Agriculture (CDFA), and the California Energy Commission (CEC). It outlined actions that could be implemented by existing authorities as well new actions that could be expanded with a new legislature. The framework focused on using water more wisely, eliminating water waste, strengthening local drought resilience, and improving agricultural water use efficiency and drought planning. The framework also informed the development of Senate Bill (SB) 606 (Hertzberg) and Assembly Bill (AB) 1668 (Friedan) in 2018.

The key elements from the new legislation that impact the UWMP are eliminating water waste and strengthening local drought resilience. As part of the new requirements for strengthening local drought resilience, a DRA must be performed every 5-years in addition to conducting an annual water supply and demand assessment. The annual reporting will start in July 2022 and will include information relating to anticipated shortages, triggered actions, compliance and enforcement actions, and communication actions as outlined in the WSCP as outlined in Chapter 8.

An overview of the events that led to the new legislation is shown on Figure 1.



Source: (DWR - Making Water Conservation a California Way of Life, 2018)

Figure 1 New Legislation Resulting from California Drought

3.0 Water System Overview

The City's water service area encompasses approximately 18.6 square miles, which includes, the airport, agricultural/conservation land in the south east and the limits of the City proper. The City is located in central California on the east side of the San Joaquin Valley. The City is adjacent to the Sequoia National Forest and the Sierra Nevada Foothills in Tulare County. Porterville is approximately 70 miles southeast of the City of Fresno and 50 miles north of the City of Bakersfield. The City's service area climate is a semi-arid, Mediterranean environment with cold winters, warm summers, and moderate rainfall (11.6 inches/year average). Temperatures average mid 50's in the winter and high 90's in the summer months with peaks upward to 110 degrees Fahrenheit (°F). The City's urban development boundary is primarily residential land use contributes approximately 60 percent of the total water demand with the remaining water demand made up by commercial, institutional, industrial, and landscape irrigation demands throughout the City.

The City's water distribution system consists of approximately 258 miles of pipelines ranging in diameters from 4 to 16-inches, 36 active wells (2 of which are stand-by), and six active water storage tanks totaling 10.15 million gallons (MG).

3.1 Historical and Projected Population

The water service population from 2001 to 2010 was taken from the City's 2015 UWMP. At the time, the growth rate was calculated at approximately 2.5 percent. As identified in the 2015 UWMP, the future growth rate from 2005 to 2020 is consistent over time and continues to be approximately 2.3 percent on average which is shown in Figure 2. The water service population from 2015 to 2018 was prepared by the 2020 Integrated Master Plan (IMP). The projected water service populations were calculated using a growth rate of 2.5 percent. The historical and projected population is shown in Figure 2. The water service population in 2020 is estimated at 77,692 from the City's IMP. Table 1 shows the current and projected water service population for the City. The Porterville IMP shows a population of 127,307 at 2040 based on the 2020 water service population

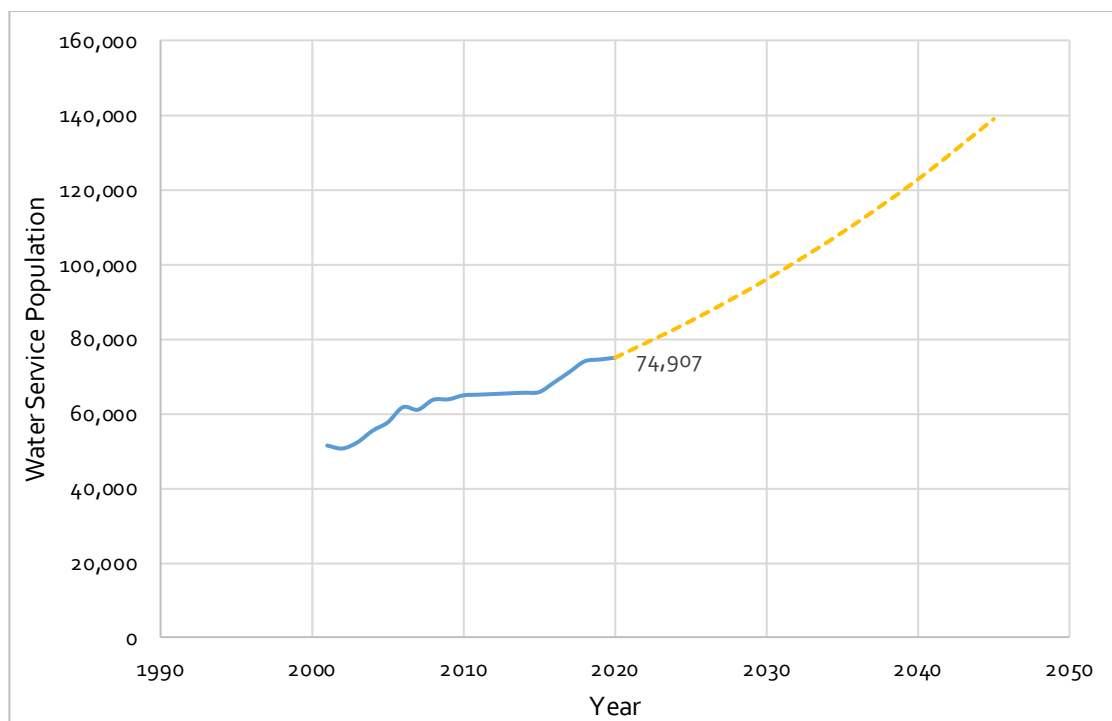


Figure 2 Historical and Projected Water Service Population

Table 1 Water Service Population – Current and Projected

	2020	2025	2030	2035	2040
Population Served ⁽¹⁾	74,907	87,901	99,452	112,521	127,307

Notes:

(1) Growth rate set at 2.5 percent, consistent with City's 2020 Integrated Master Plan.

3.2 Local Water Supply

The City drinking water supply is solely from groundwater extraction wells. The City's groundwater supply is extracted using 36 active wells scattered throughout the water service area that pump directly into the water distribution system and surrounding above ground water storage tanks. Extracted groundwater is chlorinated at the wellheads to provide disinfectant residual in the distribution system.

The City's groundwater system is supplied from the east side of the Tule Sub-basin. The Tule sub-basin sits on a series of overlapping alluvial fan sedimentary deposits sourced from runoff from the Sierra Nevada mountain range east of the City. Near the City, the natural waterways that promote supply to the groundwater basin are Deer Creek and the Tule River. Tule River flow is managed by Lake Success for flood control and recreation at Lake Success located just east of the City. The Sustainable Groundwater Management Act (SGMA) classifies groundwater basins into four various categories of prioritization (very low, low, medium, and high. Basins that are classified as medium or high priority are required to develop groundwater sustainability agencies (GSAs), develop groundwater sustainability plans (GSPs) and manage groundwater for long-term sustainability. The Tule Subbasin is considered high priority basin within SGMA and the Eastern Tule Groundwater Sustainability Agency (ETGSA) completed their GSP in 2019. DWR records indicate that the groundwater elevation is approximately 300 feet below ground surface.

3.3 Existing and Projected Demands

The City's water demand is primarily residential which consist of both single family and multi-family residential land uses. The City currently has a total of 17,063 water service connections with 97 percent of those connections metered. The 2020 water use was 3,647 MG (11,192 acre-feet [ac-ft]), this demand was approximately 1,200 MG less than what was projected in the 2015 UWMP. The City's projected demands to 2040 are included in Table 2. The 2025 - 2040 demands take into consideration, population growth, development by land use within the City's UDB, capital improvement developments, as well as consumer consumption behavior.

Table 2 Water Service Population – Current and Projected

Use type	Projected Water Use (MG)				
	2020	2025	2030	2035	2040
Single Family Residential	2,025	3,182	3,607	4,074	4,621
Multi-Family Residential	390	612	694	784	889
Commercial/Institutional	448	704	798	901	1022
Industrial	10	16	18	20	23
Landscape Irrigation	223	351	398	449	509
Other	148	232	263	297	337
Losses	403	634	719	811	920
Agricultural Irrigation	0	0	0	0	0
Total	3,647	5,731	6,497	7,337	8,322

The supply and demand balance for the multi-dry year scenario considers the fluctuation in demands reacting to dry conditions in the first three years and then significantly reduce demands to reflect conservation efforts for the third, fourth, and fifth consecutive drought years. It is assumed that the surface water allocations via the Friant-Kern Canal (FKC) are 100 percent the first year, 75 percent the second year, 50 percent the third year, and 25 percent the fourth and fifth years. As discussed, the City will meet their entire demand with groundwater.

3.4 Supply and Demand Balance

The City's sustainable yield from the Tule groundwater basin is estimated to be 5,655 MG (17,355 acre-feet per year [AFY]). The City presently and historically meets all water demand, regardless of hydrologic conditions, with groundwater, however during periods of drought, the City does implement water conservation efforts in addition to passive savings from consumer behavior over the last five years. Table 3 lists the supply and demand balance under normal hydrologic conditions and utilizing conservative per capita demand estimates as indicated in the City's IMP.

Table 3 Normal Year Supply and Demand Balance

Use Type	Projected Water Use (MG)			
	2025	2030	2035	2040
Demand Total	5,731	6,497	7,337	8,322
Water Supply	8,549	8,841	9,173	9,546
Difference	2,819	2,344	1,836	1,224

The supply and demand balance for the multi-dry year scenario is shown in Table 4. Chapter 7 of the UWMP describes in detail the demands for the consecutive dry-years in addition to the fluctuation in demand over the course of the period. Compared to Table 3, the groundwater recharge volume progressively decreases throughout the drought due in part to reduced annual surface water allocations to FKC contractors and the City, therefore available surface water for groundwater recharge is reduced.

Table 4 Multi-Dry Year Water Balance

Consecutive Dry-Year	Use Type	Projected Water Use (MG)			
		2025	2030	2035	2040
First Year	Demand	4430	4961	5556	6223
	Sustainable Yield	5655	5655	5655	5655
	Groundwater Recharge	2230	2522	2854	3227
	Surface Water Exchange	664	664	664	664
	Total Supply	8550	8842	9174	9546
	Difference	4120	3881	3617	3323
Second Year	Demand	4726	5294	5929	6640
	Sustainable Yield	5655	5655	5655	5655
	Groundwater Recharge	1784	2018	2283	2581
	Surface Water Exchange	580	580	580	580
	Total Supply	8019	8253	8518	8816
	Difference	3293	2959	2589	2176
Third Year	Demand	4789	5364	6007	6728
	Sustainable Yield	5655	5655	5655	5655
	Groundwater Recharge	1673	1892	2141	2420
	Surface Water Exchange	559	559	559	559
	Total Supply	7886	8105	8354	8634
	Difference	3097	2741	2347	1905
Fourth Year	Demand	4342	4863	5447	6101
	Sustainable Yield	5655	5655	5655	5655
	Groundwater Recharge	1115	1261	1427	1613
	Surface Water Exchange	453	453	453	453
	Total Supply	7223	7369	7535	7721
	Difference	2881	2505	2088	1620
Fifth Year	Demand	3491	3910	4379	4905
	Sustainable Yield	5655	5655	5655	5655
	Groundwater Recharge	1115	1261	1427	1613
	Surface Water Exchange	453	453	453	453
	Total Supply	7223	7369	7535	7721
	Difference	3732	3459	3156	2816

3.5 Commitment to Water Use Efficiency

The City of Porterville has been successful at implementing conservation measures to reduce water use within their service area. Figure 3 shows the City's per capita demand from 2000 to 2020. The City has reduced water demands by approximately 27 percent between 2010 and 2015 and have maintained an average 130 gallons per capita per day (gpcd) demand between 2015 and 2020. The most significant reduction in demand was between 2013 and 2015 from 179 gpcd to 130 gpcd.

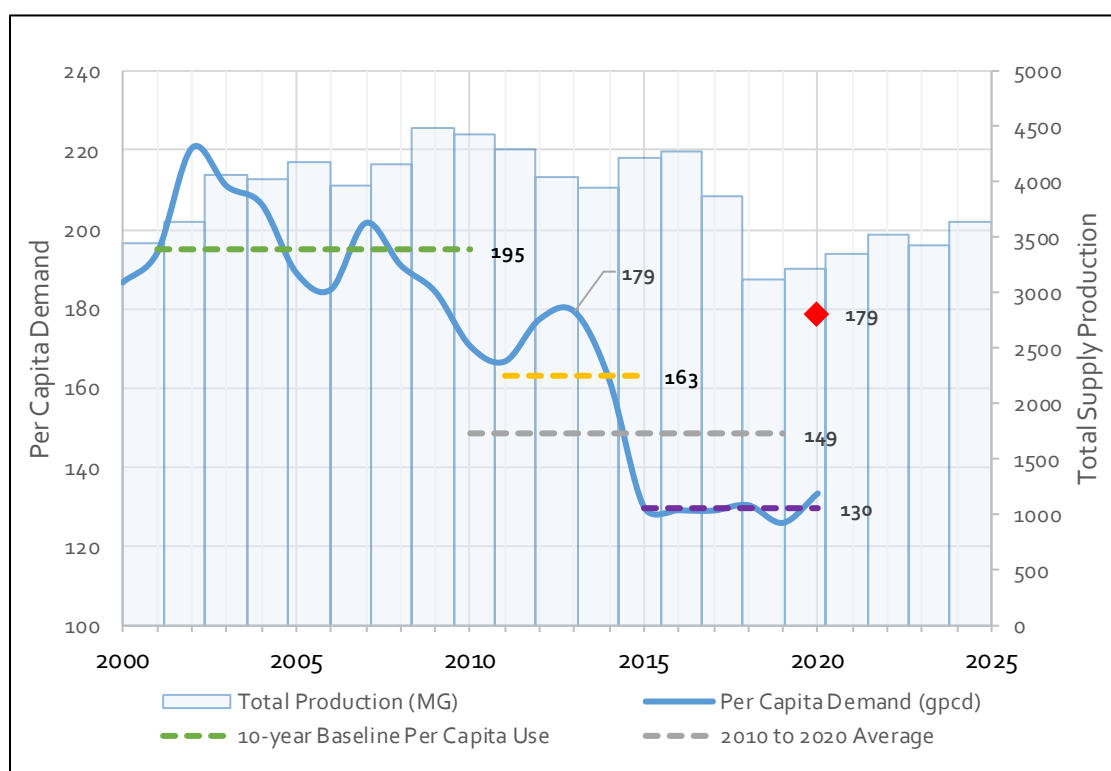


Figure 3 Historical Per Capita Demand

Water conservation measures are included in the City's existing water conservation plan (WCP) adopted in 2015. The WCP is included in Appendix I and the Water Shortage Contingency plan water shortage response actions are outlined in Chapter 8 of this UWMP. Chapter 8 crosswalks the five WCP water supply shortage levels to the six WSCP levels listed in Chapter 8. The WCP water use policies have been implemented in the recent past to prevent water waste and to encourage conservation measures throughout the City. The following water supply shortage response measures are included in the WSCP.

- Public Information Program:
 - City staff organize and provide communication between public and City Council to effectively communicate water conservation phasing, awareness, landscape irrigation techniques, system changes, and coordination with City forces throughout each shortage response action.

- Upgrade and Maintenance of Distribution System:
 - Since the WCP was adopted in 2015, the City has installed additional new wells to augment the water supply in order to meet drought demands. The continually monitors, well pump pressure and flow and water storage reservoir volumes to operate the City wells in the most efficient and productive way possible with additional benefits of energy cost savings. Additionally, the City has continued to upgrade its water distribution system with the recent completion of capital improvement plan.
- Conservation Measures:
 - The most effective conservation measure the City utilizes is their water meter program. The majority of the City's water services are metered and all new water service connections are required to be metered. As water shortage response actions of the WSCP are implemented, watering schedules are implemented to promote effective landscape irrigation for City parks, median islands, landscaped public facilities. Additionally, landscape irrigation schedules are implemented for residents based on even/odd addresses. Stricter conservation efforts prohibit ornamental water features, vehicle washing, sidewalk hosing is restricted. For the Critical water supply shortage, the City implements a 20 percent rate increase on all residential and landscape water service accounts. This increase both encourages water conservation as well as serves as a mean to recover loss revenues from water conservation.
- Water Audit/Leakage Detection and Repair Plan:
 - The City continues a proactive to audit water supply usage. Upon detection of any leakage, corrective action is immediately taken by City forces. This promotes efficient use of the existing water supply, protects the distribution system components, maintains the water quality, and reduces energy to operate the system. As new water lines are installed, the City requires full pressure and leak testing of all newly constructed water lines.

4.0 Drought Risk Assessment

4.1 Five-Year Drought Risk Assessment

A summary of the City's water supply drought risk assessment from 2021 through 2025 is summarized in Table 5. The City presently and historically has met all of their demands from groundwater and actively uses surface water allocations for groundwater recharge throughout the year. Groundwater recharge is not assumed to be a WSCP planned action since it's the City's status quo. Additionally, the City is still well below their sustainable yield value as indicated in the ETGSP therefore, there is sufficient supply to meet projected demands within the next five years.

Table 5 Five-Year Drought Risk Assessment Tables to Address CWC Section 10635(b)

2021	Total
Gross Water Use	3,738
Total Supplies	7,890
Surplus/Shortfall without WSCP Action	4,151
Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit	N/A
WSCP - use reduction savings benefit	N/A
Revised Surplus/(shortfall)	N/A
Resulting percent Use Reduction from WSCP action	4,151
2022	Total
Gross Water Use [Use Worksheet]	3,832
Total Supplies [Supply Worksheet]	7,844
Surplus/Shortfall without WSCP Action	4,012
Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit	N/A
WSCP - use reduction savings benefit	N/A
Revised Surplus/(shortfall)	N/A
Resulting percent Use Reduction from WSCP action	4,012
2023	Total
Gross Water Use [Use Worksheet]	3,927
Total Supplies [Supply Worksheet]	7,863
Surplus/Shortfall w/o WSCP Action	3,936
Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit	N/A
WSCP - use reduction savings benefit	N/A
Revised Surplus/(shortfall)	N/A
Resulting percent Use Reduction from WSCP action	3,936
2024	Total
Gross Water Use [Use Worksheet]	4,026
Total Supplies [Supply Worksheet]	7,798
Surplus/Shortfall without WSCP Action	3,773
Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit	N/A
WSCP - use reduction savings benefit	N/A
Revised Surplus/(shortfall)	N/A
Resulting percent Use Reduction from WSCP action	3,773
2025	Total
Gross Water Use [Use Worksheet]	4,126
Total Supplies [Supply Worksheet]	7,223
Surplus/Shortfall without WSCP Action	3,096
Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit	N/A
WSCP - use reduction savings benefit	N/A
Revised Surplus/(shortfall)	N/A
Resulting percent Use Reduction from WSCP action	3,096

4.2 Drought and Water Shortage Risk and Vulnerability Assessment

Water Code Division 6 Part 2.55 Section 8 Chapter 10 (Assembly Bill 1668) requires DWR, in consultation with other agencies and an advisory group, to identify small water suppliers and rural communities that are at risk of drought and water shortage. DWR defines the City of Porterville as a rural community that is self-supplied since its supply is solely from groundwater. This assessment is the first statewide effort to systematically consider water shortage risks to rural communities and should be continuously observed as better datasets and scoring methods become available. Findings are to be shared within counties, GSA's, the public, and other relevant regional groups.

Using the rural community risk scores public dataset provided by DWR, Porterville was examined and received a numeric risk score, which is derived from a set of indicators developed from a stakeholder process. Indicators include five components relating to risk of drought and water shortage vulnerability. These five components are classified into three general categories representing vulnerability, as seen in Figure 4 and discussed below. The output risk score ranges from 0 to 100, where 100 is the highest risk. This is a rescaled risk score, which means that all numeric scores are relative to the other communities examined in California.

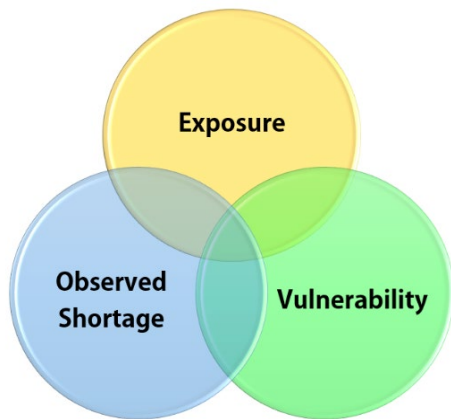


Figure 4 Grouping of Risk Indicators

4.2.1 Exposure to Hazard

As defined by DWR for the dataset provided, exposure represents the degree to which a water supplier's service area and/or a community is exposed to various hazardous environmental conditions and events that could lead to drought and/or water shortage. The risk scoring includes the likelihood of the intensity, severity, duration, and frequency for water shortage and drought in a given location. For the purpose of this DRA, this includes risks based on modeled future projections with climate change impacts (Risk Component 1, RC1) and recent hazardous conditions and

events (Risk Component 2, RC2). Appendix A provides a detailed description and score specifically for Porterville for each risk indicator listed below:

- Climate change vulnerability uses three primary risk factors as indicators for scoring:
 - Temperature Shift: Projected change in heat by mid century
 - Wildfire: Projected severe or high severe risk for each system boundary or community
 - Saline Intrusion Risk: Susceptibility to seawater intrusion
- Recent hazardous conditions and events use ten primary risk factors as indicators for scoring:
 - Drought Early Warning: Annual updated early drought risk warning.
 - Wildfire Risk: Modelled current risk maximum for each census block group.
 - Fractured Rock Area: Fractured rock area (within the groundwater basin).
 - Population Growth: Projected population growth

- Water Quality Index: Domestic well water quality risk (includes areas outside of alluvial basins).
- Subsidence Presence: Record of subsidence.
- Salt Presence: Record of salts in groundwater basin.
- Over drafted Basin: Critically over drafted groundwater basin.
- Declining Water Levels: Declining groundwater levels.
- Surrounding Irrigated Agriculture: Presence of irrigated agriculture in surrounding basin.

The City of Porterville Scored a 26 for climate change vulnerability, RC1, which is equivalent to the average score for rural communities. The City scored a Recent Hazardous Conditions Score, RC2, of 47 which is just slightly below the statewide average score of 48.

4.2.2 Vulnerability

As defined by DWR for the dataset provided, vulnerability is the propensity or predisposition to be adversely affected. Such predisposition constitutes an internal characteristic of the affected element, whereas exposure to a hazard is a condition or event to which the affected element (i.e., a water supplier) is subjected. Vulnerability is quantified by a series of social and physical factors as they relate to groups of self-supplied residences. These groupings spatially are represented by US Census Block Groups. As done for the small water supplier vulnerability, self-supplied community vulnerability is quantified using (Risk Component 3, RC3) physical and (Risk Component 4, RC4) organizational vulnerability factors.

Self-supplied community vulnerability uses two risk indicators for scoring:

- Well Depth Flag: Portion of groundwater unit(s) that intersect with the census block group have relative shallow domestic wells.
- Well Depth Proportion: Proportion of Public Lands Survey Sections in block group where the max depth of domestic wells is 10 percent of more shallow than max of public wells.

Organizational vulnerability is a single aggregate indicator including 14 separate indicators, which are listed in Appendix A with description and individual average score. This risk indicator in summary considers demographic variables, population characteristics including age, residence type, income, and education.

The City did not receive a score for the self-supplied community vulnerability which represents the City's wells are not considered shallow with respect to the Census Block Group. Additionally, the City provides water to most areas within their water service area. The statewide average for self-supplied community vulnerability is 87. The City's organization vulnerability risk score is 77 whereas the statewide average score is 45.

4.2.3 Water Shortage Record

Recent history of shortage and drought impacts are incorporated into the vulnerability assessment (Risk Component 5, RC5), which include risk indicators of reported household outages in domestic wells and private wells. Records of these recent outages are kept by the State and managed by DWR. This is used to identify vulnerable areas that are prone to repeat outages due to well level fluctuation or other sensitivities.

Water Shortage Record vulnerability uses two risk indicators for scoring:

- Reported Household Outages on Domestic Wells: Presence of one or more households with reported outages (supplies from domestic well) in Census Block Group.
- Reported Household outages on Private Well: Proportion of households with reported outages (supplied from private well) in Census Block Group.

The average score for water shortage record vulnerability for self-supplied communities is 81, whereas the City scored a 56.

4.2.4 Drought and Water Shortage Risk Score

Calculations provided in the public dataset for risk scores and indicators are in accordance with California Water Code Section 10609.42 and completed through a stakeholder evaluation process between the years 2018 and 2020. Approximately 5,000 Census Block Groups were analyzed for the method of aggregation for scoring communities. For each selection, variables or components were rescaled between 0 and 100 then combined using the equation provided in Appendix A. Scores are then calculated for each component and added together, allowing for identification of the risk level and weight of risk factors. Additional details regarding the risk scoring and methodology used to assess the BBLDWP service area are located in Appendix A.

A total of eleven census blocks or “geoids” were identified in the rural and self-supplied communities’ dataset that include City’s service area. These eleven geoids were averaged to provide a summary of each component representing the City’s system and are as follows:

- Score RC1: 26 = Exposure to climate change.
- Score RC2: 47 = Exposure to recent hazardous conditions and episodic events.
- Score RC3: 0 = Physical vulnerability.
- Score RC4: 77 = Organizational vulnerability.
- Score RC5: 56 = Record of drought impacts.

The final risk score assessed for all five components equated to 60.4 out of 100 for Porterville. This score is above average the rural and self-supplied communities final score of 41.8. This demonstrates that the City is considered to have a higher-than-normal drought and water shortage risk.

4.3 Climate Change Considerations

Cal-Adapt Extended Drought tool displays hydrologic data projected to specific date ranges of this upcoming century. Early Century is considered 2023 to 2042 and late century 2051 to 2070. This tool explores data for two 20-year drought scenarios, earlier and latter part of the century, derived from meteorological and hydrological simulations. Cal Adapt includes projected max/min temperatures, precipitation, evapotranspiration, snow water equivalent, and runoff values for a period of an extended drought period of up to 20 years. Data from the Cal-Adapt Extended Drought Tool was analyzed to summarize the potential impacts on water supplies related to climate change with respect to historical data. A summary of the tool outputs is summarized in Table 6 below.

As mentioned, the City and much of the California Central Valley is completely reliant upon groundwater from the Tule subbasin for its drinking water supply. The California Water Resiliency Portfolio summarizes the effects of climate change on these supplies as listed below:

- Rising winter temperature will reduce mountain snowpack in the Sierra Nevada mountain range, thus reducing spring/summer runoff and increasing winter floods.
- Increasing temperatures will mean higher risk of wildfire to fire-prone areas, decreasing watershed health and habitat thus reducing water runoff quality in reservoirs, streams, and rivers.
- Increased frequency and intensity of periods of drought.
- Stresses on existing infrastructure may not meet supply expectations of communities and agriculture.
- Current health of natural ecosystems tends to force species to migration potentially affecting other habitats.
- Increased demand with decreasing supplies from both population and economic growth.

Maximum temperatures are shown to increase approximately 5.8 percent and 9.8 percent from the observed historical for both the early and late century drought conditions, respectively. The precipitation depth is shown to decrease approximately 43 to 45 percent for the entire extended drought condition, therefore reduce runoff between 48 percent to 59 percent between both the early and late drought conditions, respectively. The snow water equivalent is 0-inches since it rarely snows in Porterville, therefore this is not a measured value.

Table 6 **Extended Drought Scenario Projections**

Hydrologic Parameter	Early Century Drought	Late Century Drought	Observed Historical
Max. Temperatures (°F)	82.0	85.6	77.2
Min. Temperatures (°F)	53.1	56.3	49.0
Precipitation (inches)	7.7	7.6	11.0
Evapotranspiration (inches)	5.5	6.6	9.4
Snow Water Equivalent (inches)	0.0	0.0	0.0
Runoff (inches)	0.5	0.5	0.8

4.4 Seismic Risk Assessment and Mitigation Plan

The City of Porterville is included in the Tulare County Multi-Jurisdictional Local Hazard Mitigation Plan (MJLHMP). Chapter 7 describes in detail the mitigation actions and goals the County is striving towards specifically for earthquake hazards. The entire County MJLHMP is included in Appendix L of the UWMP for reference.

5.0 Water Shortage Response Action

The City municipal code section 25-32A.27: City Water Conservation Plan states, "The City's Water Conservation Plan is deemed to be the City's "water shortage contingency plan" as per applicable state law". As discussed in Chapter 8 of this UWMP, the City's current WCP five water supply shortage levels correspond to the six water shortage levels outlined in the water code by a crosswalk authorized by Water Code Section 10632(a)(3)(B). Therefore, the City's WCP levels are further expanded to meet the DWR guidelines and provide water shortage response actions to the six levels identified in the water code.

The goal of water shortage response actions outlined in Chapter 8 are to have a procedure for managing and mitigating shortages that allow the City to adequately respond in an efficient and effective manner. A summary of the shortage levels and response actions are included in Chapter 8 of this UWMP. If there is a shortfall of supply while performing the drought risk assessment, the City should consult the water shortage response actions to use as a baseline to identify possible water conservation measures to mitigate supply shortages.

6.0 Conclusion and Recommended Next Steps

The City's DRA outlines the performance of the City's water supply during multiple hydrologic conditions; normal, single-dry, and multi-dry year period. It's concluded that the City has sufficient supplies to meet the anticipated demands to the year 2040. Using the dataset provided by the DWR to assess the City's vulnerability for rural and self-supplied communities, Porterville is considered as an above average risk for drought and water shortage when compared to other water supplies statewide. The City continues to diligently secure and expand future groundwater augmentation supplies in the near future to meet anticipated demand and continues to investigate diverse water supplies to diversify their supply portfolio.

As part of the new 2018 legislation for UWMPs, annual water shortage reporting will be required starting July 2022. Therefore, the information listed in Table 5 should be reviewed, updated, and revised on an annual basis and for significant changes in the City's water system supply and demand.

Appendix A

RISK AND VULNERABILITY ASSESSMENT

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Table A.1 RC1 – Exposure to Climate Change

Risk Factor	Risk Factor Measure Description	City of Porterville Average Score	Self-Supplies Communities Average Score
RC1a - Temperature Shift	Projected change in max temperatures by mid-century (averaged across models)	59	49
RC1b - Wildfire Risk	Projected area burned (averaged across all GCMs) by 2035-2064, RCP8.5; spatial join with Block groups	0	1
RC1c - Saline Intrusion Risk	Spatial extent of projected SLR under RCP 8.5 by 2040 (1 m) into coastal aquifers; spatial join with Block groups	18	23
Total Component Score		26	24

Notes:

- (1) Risk Factor descriptions and codes are provided in Part 2: Appendix 1 Drought and Water Shortage Risk Scoring: California's Small Water Supplier and Self-Supplied Communities (DWR).
- (2) Average of the 28 Geoids located within Porterville and East Porterville/

Table A.2 RC2 – Exposure to Recent Hazardous Conditions and Episodic Events

Risk Factor	Risk Factor Measure Description	City of Porterville Average Score	Self-Supplies Communities Average Score
RC2a - Drought Early Warning	Annual Updated Early Drought Risk Warning: Less than 70 percent of average precipitation by January 31st for that water year = high risk of drought	100	100
RC2b - Wildfire Risk	Modelled current risk maximum for each Census Block Group: Use CalFire Scoring HAZ_CODE: Moderate (1)= .33; High (2)= .67; Very High (3) =1; no score =0 (no or low risk); Took max for each Census BG with spatial join in ArcGIS	13	85
RC2c - Geology	Communities in Fractured Rock Areas (1) or not (0)	14	100
RC2d - Basin Subsidence	Documented Impacts #7.b Subsidence Points; recoded to 0,.5,1 from original points of 0,3,10, then associated to Block groups	4	4
RC2e - Basin Salts	Documented Impacts #7.c Salt Intrusion Points	0	100
RC2f – Over Drafted Basin	Yes (1)/no (0) of whether area is in critical over drafted basin	100	100
RC2g - Chronic Declining Water Levels	Declining groundwater levels: Documented Impacts #7.a - Declining GW levels Points	100	100
Rc2h - Projected Population Growth	Census data estimates of growth rate between 2016 to 2021, estimated by service area	16	23
RC2i - Water Quality in Shallow Aquifer	Domestic well water quality risk (includes areas outside of alluvial basins): Indication of likelihood that groundwater likely accessed by domestic wells may contain concentrations of constituents above regulatory levels.	50	53
RC2j - Surrounding Land use	Presence of irrigated agriculture in surrounding basin: Irrigated Acres Priority Points	26	43
Total Component Score		49	48

Notes:

- (1) Risk Factor descriptions and codes are provided in Part 2: Appendix 1 Drought and Water Shortage Risk Scoring: California's Small Water Supplier and Self-Supplied Communities (DWR).
- (2) Average of the 28 Geoids located within Porterville and East Porterville

Table A.3 RC3 – Physical Vulnerability

Risk Factor	Risk Factor Measure Description	City of Porterville Average Score	Self-Supplies Communities Average Score
RC3a - Well Depth Flag	Well-depth flag – if any portion of the groundwater unit(s) that intersect with the Census BG has relatively shallow domestic wells, marked whole BG as '1' (high risk) (0,1)	0.00	75
RC3b - Well Depth Proportion	Proportion of Public Land Survey Sections in Block Group where the max depth of domestic wells is 10 percent or more shallow than max of public wells (0-1)	0	100
Total Component Score		0	87

Notes:

- (1) Risk Factor descriptions and codes are provided in Part 2: Appendix 1 Drought and Water Shortage Risk Scoring: California's Small Water Supplier and Self-Supplied Communities (DWR).
- (2) Average of the 28 Geoids located within Porterville and East Porterville

Table A.4 RC4 – Organization Vulnerability

Risk Factor	Risk Factor Measure Description	City of Porterville Average Score	Self-Supplies Communities Average Score
Per Capita Income 2016	Average per capita income for all block groups (BG).	16,730	33,623
Mean Household Income	Average Median Household Income (MHI) for all BGs.	43,439	72,335
Percent Persons 65 years of age or older	Percentage of population of 65 and older of all BGs.	12	17
Percent persons 5 year of age or younger	Percentage of population of under 5 years age of all BGs.	0	6
percent renters	Percentage of households that are renters.	44	34
percent mobile homes	Percentage of mobile households of all BGs.	9	15
No vehicle available	Percentage of households with no vehicles of all BGs.	6	6
Percent of Population with single parent	Percentage of population with single parent with children under 18 years old of all BGs.	1	42
Percent of Population unemployed	Percentage of population of civilian unemployed of all BGs	11	10
Percent of population who speak English less than well	Percentage of population who speak English less than well of all BGs	16	8
Percent of Population in poverty	Percentage of population living at or below poverty level	28	12
Percent of population in group quarters	Percentage of all census block group population with Group Quarters (GQ).	1	5
Total Component Score		77	45

Notes:

- (1) Risk Factor descriptions and codes are provided in Part 2: Appendix 1 Drought and Water Shortage Risk Scoring: California's Small Water Supplier and Self-Supplied Communities (DWR).
- (2) Average of the 28 Geoids located within Porterville and East Porterville

Table A.5 RC5—Record of Drought Impacts

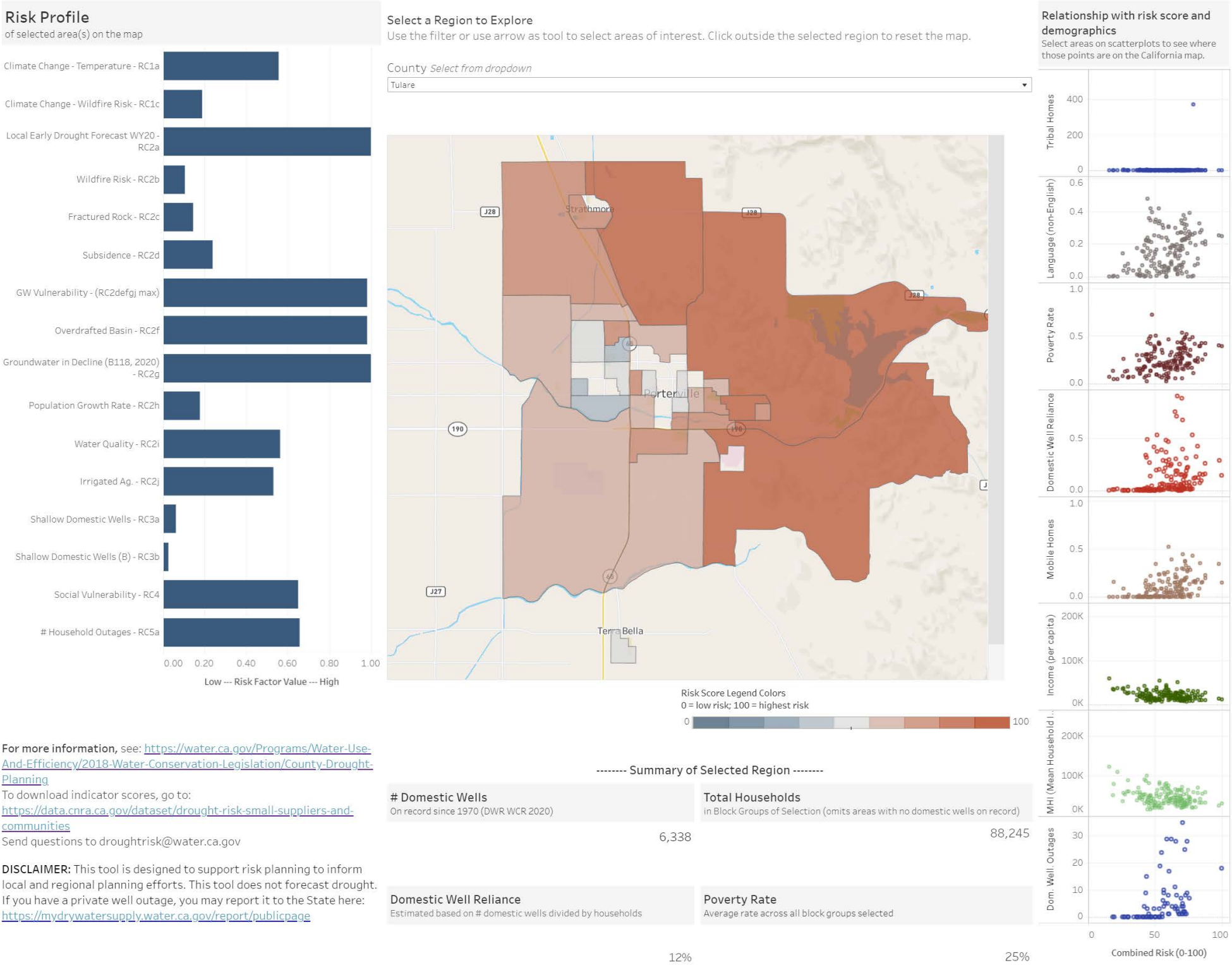
Risk Factor	Risk Factor Measure Description	City of Porterville Average Score	Self-Supplies Communities Average Score
RC5a - Reported Household Outages on Domestic Well	Presence of one or more households with reported outages in Census Block Group	75	100
RC5b - Reported Household Outages on Private Well	Proportion of households with reported outages in Census BG (compared to total households in BG) (0-1 scalar)	5	1
Total Component Score		64	81

Notes:

- (1) Risk Factor descriptions and codes are provided in Part 2: Appendix 1 Drought and Water Shortage Risk Scoring: California's Small Water Supplier and Self-Supplied Communities (DWR).
- (2) Average of the 28 Geoids located within Porterville and East Porterville

Table A.6 RC5 – Record of Drought Impacts

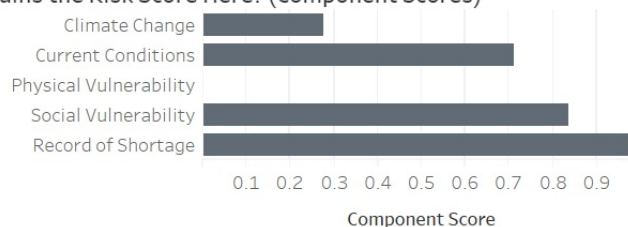
Geoid ID	Place Name
061070039022	East Porterville
061070039021	East Porterville
061070039015	East Porterville
061070039023	East Porterville
061070039014	East Porterville
061070039013	East Porterville
061070039012	East Porterville
061070033001	Porterville City
061070034005	Porterville City
061070041021	Porterville City
061070041014	Porterville City
061070035022	Porterville City
061070033005	Porterville City
061070038011	Porterville City
061070035011	Porterville City
061070034003	Porterville City
061070037001	Porterville City
061070034004	Porterville City
061070035021	Porterville City
061070041011	Porterville City
061070035024	Porterville City
061070041013	Porterville City
061070038023	Porterville City
061070036021	Porterville City
061070038012	Porterville City
061070036023	Porterville City
061070036013	Porterville City
061070035023	Porterville City



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GEOID: 061070039022**Risk Score (0-100): 87**US Census ID (Block Group):: **061070039022**Surrounding or Nearby Place: **East Porterville**This area is located in: **Tulare County****Tribal Homes: 0****Domestic Well Reliance: 16%**

This community has 449 households, according to the US Census estimates (ACS 2012-2016). State records indicate 16% of households rely on domestic wells in this area.

What Explains the Risk Score Here? (Component Scores)

Indicators used to estimate drought and water shortage risk were grouped in the categories in the bar chart. The bars are longer for those components that contribute more to the risk score. Bars are shorter (or closer to zero) for those that contribute less to the risk score. Those bars that are absent indicate they do not drive risk for this area (based on available data) or no data was available.

For more details on the individual indicators, click the map to view the results on the right chart. For more details on the methods and data sources, view Appendix 1 of Part 2 of the report here: <https://water.ca.gov/Programs/Water-Use-And-Efficiency/2018-Water-Conservation-Legislation/County-Drought-Planning>.

All information reported according to state and federal data records and may not be as updated as local records.

✓ Keep Only ⌕ Exclude ☰

GEOID: 061070039021

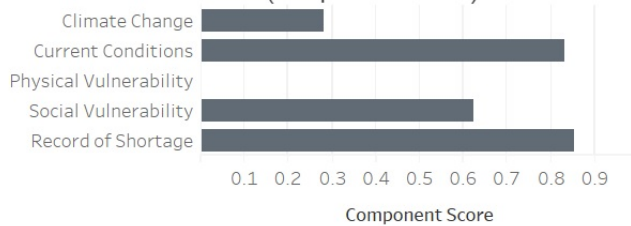
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Risk Score (0-100): 82

US Census ID (Block Group):: 061070039021

Surrounding or Nearby Place: **East Porterville**This area is located in: **Tulare County****Tribal Homes: 1****Domestic Well Reliance: 12%**

This community has 731 households, according to the US Census estimates (ACS 2012-2016). State records indicate 12% of households rely on domestic wells in this area.

What Explains the Risk Score Here? (Component Scores)

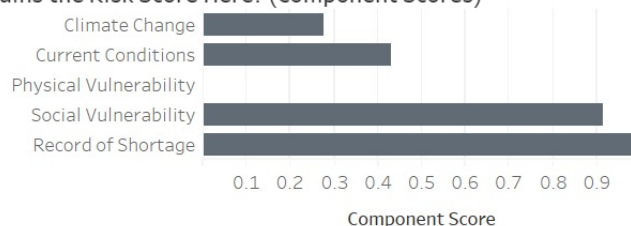
Indicators used to estimate drought and water shortage risk were grouped in the categories in the bar chart. The bars are longer for those components that contribute more to the risk score. Bars are shorter (or closer to zero) for those that contribute less to the risk score. Those bars that are absent indicate they do not drive risk for this area (based on available data) or no data was available.

For more details on the individual indicators, click the map to view the results on the right chart. For more details on the methods and data sources, view Appendix 1 of Part 2 of the report here: <https://water.ca.gov/Programs/Water-Use-And-Efficiency/2018-Water-Conservation-Legislation/County-Drought-Planning>.

All information reported according to state and federal data records and may not be as updated as local records.

GEOID: 061070039015**Risk Score (0-100): 76**US Census ID (Block Group):: **061070039015**Surrounding or Nearby Place: **East Porterville**This area is located in: **Tulare County****Tribal Homes: 2****Domestic Well Reliance: 4%**

This community has 581 households, according to the US Census estimates (ACS 2012-2016). State records indicate 4% of households rely on domestic wells in this area.

What Explains the Risk Score Here? (Component Scores)

Indicators used to estimate drought and water shortage risk were grouped in the categories in the bar chart. The bars are longer for those components that contribute more to the risk score. Bars are shorter (or closer to zero) for those that contribute less to the risk score. Those bars that are absent indicate they do not drive risk for this area (based on available data) or no data was available.

For more details on the individual indicators, click the map to view the results on the right chart. For more details on the methods and data sources, view Appendix 1 of Part 2 of the report here: <https://water.ca.gov/Programs/Water-Use-And-Efficiency/2018-Water-Conservation-Legislation/County-Drought-Planning>.

All information reported according to state and federal data records and may not be as updated as local records.

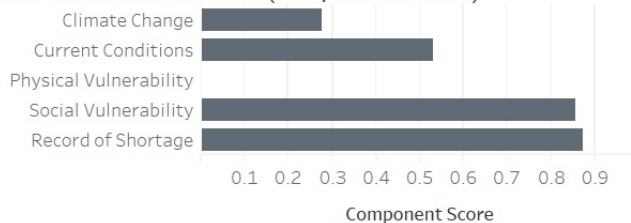
✓ Keep Only ⌕ Exclude ☰

GEOID: 061070039023**Risk Score (0-100): 76**

US Census ID (Block Group):: 061070039023

Surrounding or Nearby Place: **East Porterville**This area is located in: **Tulare County****Tribal Homes: 0****Domestic Well Reliance: 1%**

This community has 333 households, according to the US Census estimates (ACS 2012-2016). State records indicate 1% of households rely on domestic wells in this area.

What Explains the Risk Score Here? (Component Scores)

Indicators used to estimate drought and water shortage risk were grouped in the categories in the bar chart. The bars are longer for those components that contribute more to the risk score. Bars are shorter (or closer to zero) for those that contribute less to the risk score. Those bars that are absent indicate they do not drive risk for this area (based on available data) or no data was available.

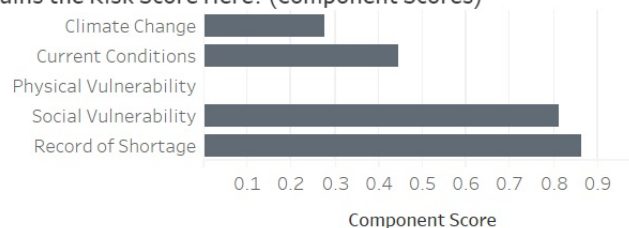
For more details on the individual indicators, click the map to view the results on the right chart. For more details on the methods and data sources, view Appendix 1 of Part 2 of the report here: <https://water.ca.gov/Programs/Water-Use-And-Efficiency/2018-Water-Conservation-Legislation/County-Drought-Planning>.

All information reported according to state and federal data records and may not be as updated as local records.

✓ Keep Only ⌕ Exclude ☰

GEOID: 061070039014**Risk Score (0-100): 69**US Census ID (Block Group):: **061070039014**Surrounding or Nearby Place: **East Porterville**This area is located in: **Tulare County****Tribal Homes: 0****Domestic Well Reliance: 6%**

This community has 561 households, according to the US Census estimates (ACS 2012-2016). State records indicate 6% of households rely on domestic wells in this area.

What Explains the Risk Score Here? (Component Scores)

Indicators used to estimate drought and water shortage risk were grouped in the categories in the bar chart. The bars are longer for those components that contribute more to the risk score. Bars are shorter (or closer to zero) for those that contribute less to the risk score. Those bars that are absent indicate they do not drive risk for this area (based on available data) or no data was available.

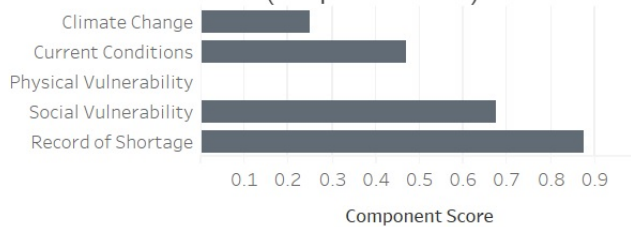
For more details on the individual indicators, click the map to view the results on the right chart. For more details on the methods and data sources, view Appendix 1 of Part 2 of the report here: <https://water.ca.gov/Programs/Water-Use-And-Efficiency/2018-Water-Conservation-Legislation/County-Drought-Planning>.

All information reported according to state and federal data records and may not be as updated as local records.

✓ Keep Only ⌕ Exclude ☰

GEOID: 061070039013**Risk Score (0-100): 65**US Census ID (Block Group):: **061070039013**Surrounding or Nearby Place: **East Porterville**This area is located in: **Tulare County****Tribal Homes: 0****Domestic Well Reliance: 1%**

This community has 229 households, according to the US Census estimates (ACS 2012-2016). State records indicate 1% of households rely on domestic wells in this area.

What Explains the Risk Score Here? (Component Scores)

Indicators used to estimate drought and water shortage risk were grouped in the categories in the bar chart. The bars are longer for those components that contribute more to the risk score. Bars are shorter (or closer to zero) for those that contribute less to the risk score. Those bars that are absent indicate they do not drive risk for this area (based on available data) or no data was available.

For more details on the individual indicators, click the map to view the results on the right chart. For more details on the methods and data sources, view Appendix 1 of Part 2 of the report here: <https://water.ca.gov/Programs/Water-Use-And-Efficiency/2018-Water-Conservation-Legislation/County-Drought-Planning>.

All information reported according to state and federal data records and may not be as updated as local records.

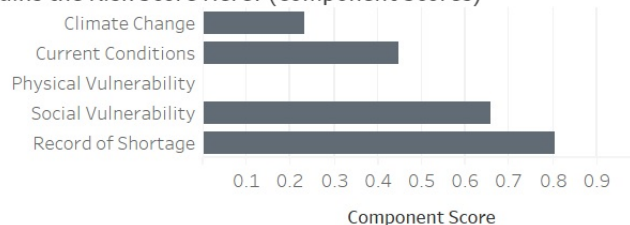
✓ Keep Only ⌕ Exclude ☰

GEOID: 061070039012**Risk Score (0-100): 61**

US Census ID (Block Group):: 061070039012

Surrounding or Nearby Place: **East Porterville**This area is located in: **Tulare County****Tribal Homes: 0****Domestic Well Reliance: 1%**

This community has 215 households, according to the US Census estimates (ACS 2012-2016). State records indicate 1% of households rely on domestic wells in this area.

What Explains the Risk Score Here? (Component Scores)

Indicators used to estimate drought and water shortage risk were grouped in the categories in the bar chart. The bars are longer for those components that contribute more to the risk score. Bars are shorter (or closer to zero) for those that contribute less to the risk score. Those bars that are absent indicate they do not drive risk for this area (based on available data) or no data was available.

For more details on the individual indicators, click the map to view the results on the right chart. For more details on the methods and data sources, view Appendix 1 of Part 2 of the report here: <https://water.ca.gov/Programs/Water-Use-And-Efficiency/2018-Water-Conservation-Legislation/County-Drought-Planning>.

All information reported according to state and federal data records and may not be as updated as local records.

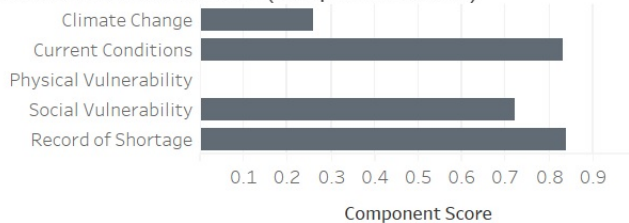
✓ Keep Only ⌕ Exclude ☰

GEOID: 061070033001**Risk Score (0-100): 85**

US Census ID (Block Group):: 061070033001

Surrounding or Nearby Place: **Porterville city**This area is located in: **Tulare County****Tribal Homes: 0****Domestic Well Reliance: 15%**

This community has 435 households, according to the US Census estimates (ACS 2012-2016). State records indicate 15% of households rely on domestic wells in this area.

What Explains the Risk Score Here? (Component Scores)

Indicators used to estimate drought and water shortage risk were grouped in the categories in the bar chart. The bars are longer for those components that contribute more to the risk score. Bars are shorter (or closer to zero) for those that contribute less to the risk score. Those bars that are absent indicate they do not drive risk for this area (based on available data) or no data was available.

For more details on the individual indicators, click the map to view the results on the right chart. For more details on the methods and data sources, view Appendix 1 of Part 2 of the report here: <https://water.ca.gov/Programs/Water-Use-And-Efficiency/2018-Water-Conservation-Legislation/County-Drought-Planning>.

All information reported according to state and federal data records and may not be as updated as local records.

✓ Keep Only ⌕ Exclude ☰

GEOID: 061070034005**Risk Score (0-100): 82**

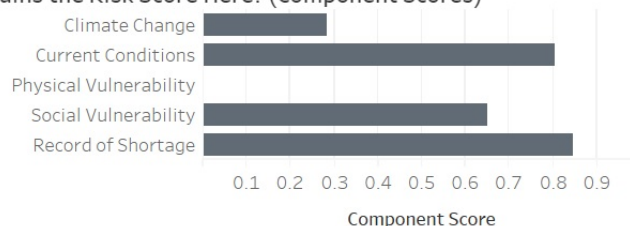
US Census ID (Block Group):: 061070034005

Surrounding or Nearby Place: Porterville city

This area is located in: Tulare County

Tribal Homes: 4**Domestic Well Reliance: 43%**

This community has 176 households, according to the US Census estimates (ACS 2012-2016). State records indicate 43% of households rely on domestic wells in this area.

What Explains the Risk Score Here? (Component Scores)

Indicators used to estimate drought and water shortage risk were grouped in the categories in the bar chart. The bars are longer for those components that contribute more to the risk score. Bars are shorter (or closer to zero) for those that contribute less to the risk score. Those bars that are absent indicate they do not drive risk for this area (based on available data) or no data was available.

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All information reported according to state and federal data records and may not be as updated as local records.

✓ Keep Only ⌕ Exclude ☰

[GEOID: 061070041021](#)**Risk Score (0-100): 74**

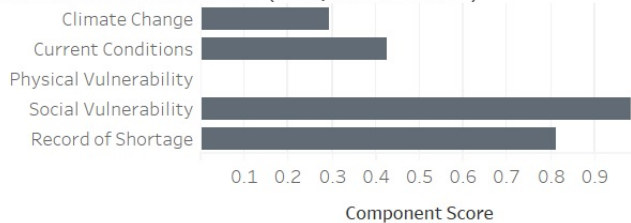
US Census ID (Block Group):: 061070041021

Surrounding or Nearby Place: Porterville city

This area is located in: Tulare County

Tribal Homes: 1**Domestic Well Reliance: 2%**

This community has 600 households, according to the US Census estimates (ACS 2012-2016). State records indicate 2% of households rely on domestic wells in this area.

What Explains the Risk Score Here? (Component Scores)

Indicators used to estimate drought and water shortage risk were grouped in the categories in the bar chart. The bars are longer for those components that contribute more to the risk score. Bars are shorter (or closer to zero) for those that contribute less to the risk score. Those bars that are absent indicate they do not drive risk for this area (based on available data) or no data was available.

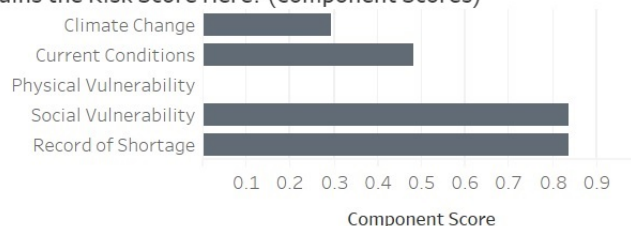
For more details on the individual indicators, click the map to view the results on the right chart. For more details on the methods and data sources, view Appendix 1 of Part 2 of the report here: <https://water.ca.gov/Programs/Water-Use-And-Efficiency/2018-Water-Conservation-Legislation/County-Drought-Planning>.

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✓ Keep Only ⌕ Exclude ☰

GEOID: 061070041014**Risk Score (0-100): 72**US Census ID (Block Group):: **061070041014**Surrounding or Nearby Place: **Porterville city**This area is located in: **Tulare County****Tribal Homes: 0****Domestic Well Reliance: 1%**

This community has 546 households, according to the US Census estimates (ACS 2012-2016). State records indicate 1% of households rely on domestic wells in this area.

What Explains the Risk Score Here? (Component Scores)

Indicators used to estimate drought and water shortage risk were grouped in the categories in the bar chart. The bars are longer for those components that contribute more to the risk score. Bars are shorter (or closer to zero) for those that contribute less to the risk score. Those bars that are absent indicate they do not drive risk for this area (based on available data) or no data was available.

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All information reported according to state and federal data records and may not be as updated as local records.

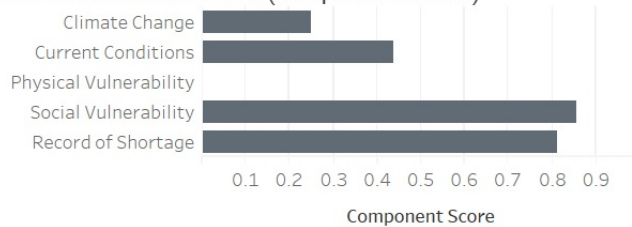
✓ Keep Only ⌕ Exclude ☰

GEOID: 061070035022**Risk Score (0-100): 69**

US Census ID (Block Group):: 061070035022

Surrounding or Nearby Place: **Porterville city**This area is located in: **Tulare County****Tribal Homes: 0****Domestic Well Reliance: 0%**

This community has 614 households, according to the US Census estimates (ACS 2012-2016). State records indicate 0% of households rely on domestic wells in this area.

What Explains the Risk Score Here? (Component Scores)

Indicators used to estimate drought and water shortage risk were grouped in the categories in the bar chart. The bars are longer for those components that contribute more to the risk score. Bars are shorter (or closer to zero) for those that contribute less to the risk score. Those bars that are absent indicate they do not drive risk for this area (based on available data) or no data was available.

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All information reported according to state and federal data records and may not be as updated as local records.

✓ Keep Only ⌕ Exclude ☰

GEOID: 061070033005**Risk Score (0-100): 68**

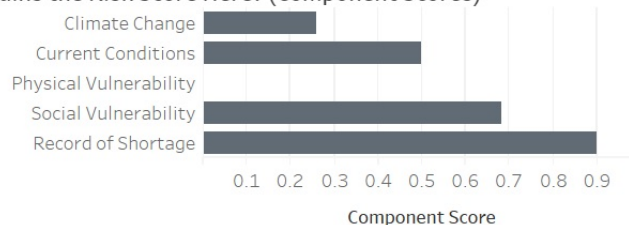
US Census ID (Block Group):: 061070033005

Surrounding or Nearby Place: Porterville city

This area is located in: Tulare County

Tribal Homes: 0**Domestic Well Reliance: 25%**

This community has 385 households, according to the US Census estimates (ACS 2012-2016). State records indicate 25% of households rely on domestic wells in this area.

What Explains the Risk Score Here? (Component Scores)

Indicators used to estimate drought and water shortage risk were grouped in the categories in the bar chart. The bars are longer for those components that contribute more to the risk score. Bars are shorter (or closer to zero) for those that contribute less to the risk score. Those bars that are absent indicate they do not drive risk for this area (based on available data) or no data was available.

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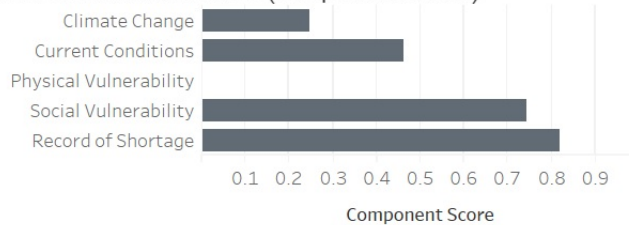
✓ Keep Only ⌕ Exclude ☰

GEOID: 061070035011**Risk Score (0-100): 66**

US Census ID (Block Group):: 061070035011

Surrounding or Nearby Place: **Porterville city**This area is located in: **Tulare County****Tribal Homes: 0****Domestic Well Reliance: 4%**

This community has 944 households, according to the US Census estimates (ACS 2012-2016). State records indicate 4% of households rely on domestic wells in this area.

What Explains the Risk Score Here? (Component Scores)

Indicators used to estimate drought and water shortage risk were grouped in the categories in the bar chart. The bars are longer for those components that contribute more to the risk score. Bars are shorter (or closer to zero) for those that contribute less to the risk score. Those bars that are absent indicate they do not drive risk for this area (based on available data) or no data was available.

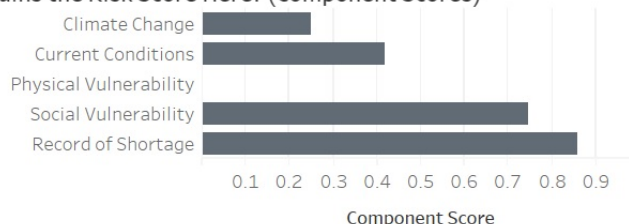
For more details on the individual indicators, click the map to view the results on the right chart. For more details on the methods and data sources, view Appendix 1 of Part 2 of the report here: <https://water.ca.gov/Programs/Water-Use-And-Efficiency/2018-Water-Conservation-Legislation/County-Drought-Planning>.

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✓ Keep Only ⌕ Exclude 📄

GEOID: 061070034003**Risk Score (0-100): 65**US Census ID (Block Group):: **061070034003**Surrounding or Nearby Place: **Porterville city**This area is located in: **Tulare County****Tribal Homes: 0****Domestic Well Reliance: 30%**

This community has 250 households, according to the US Census estimates (ACS 2012-2016). State records indicate 30% of households rely on domestic wells in this area.

What Explains the Risk Score Here? (Component Scores)

Indicators used to estimate drought and water shortage risk were grouped in the categories in the bar chart. The bars are longer for those components that contribute more to the risk score. Bars are shorter (or closer to zero) for those that contribute less to the risk score. Those bars that are absent indicate they do not drive risk for this area (based on available data) or no data was available.

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All information reported according to state and federal data records and may not be as updated as local records.

✓ Keep Only ⌕ Exclude ☰

GEOID: 061070037001**Risk Score (0-100): 64**

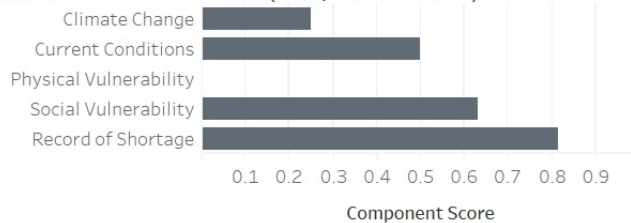
US Census ID (Block Group):: 061070037001

Surrounding or Nearby Place: Porterville city

This area is located in: Tulare County

Tribal Homes: 0**Domestic Well Reliance: 5%**

This community has 458 households, according to the US Census estimates (ACS 2012-2016). State records indicate 5% of households rely on domestic wells in this area.

What Explains the Risk Score Here? (Component Scores)

Indicators used to estimate drought and water shortage risk were grouped in the categories in the bar chart. The bars are longer for those components that contribute more to the risk score. Bars are shorter (or closer to zero) for those that contribute less to the risk score. Those bars that are absent indicate they do not drive risk for this area (based on available data) or no data was available.

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✓ Keep Only ⌕ Exclude ☰

GEOID: 061070034004**Risk Score (0-100): 62**

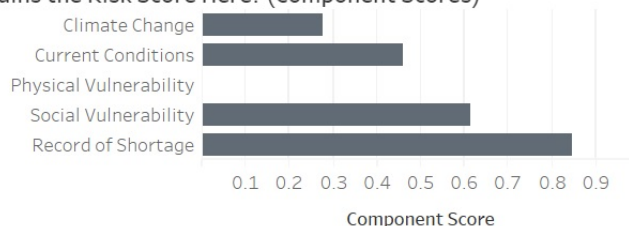
US Census ID (Block Group):: 061070034004

Surrounding or Nearby Place: Porterville city

This area is located in: Tulare County

Tribal Homes: 0**Domestic Well Reliance: 13%**

This community has 605 households, according to the US Census estimates (ACS 2012-2016). State records indicate 13% of households rely on domestic wells in this area.

What Explains the Risk Score Here? (Component Scores)

Indicators used to estimate drought and water shortage risk were grouped in the categories in the bar chart. The bars are longer for those components that contribute more to the risk score. Bars are shorter (or closer to zero) for those that contribute less to the risk score. Those bars that are absent indicate they do not drive risk for this area (based on available data) or no data was available.

For more details on the individual indicators, click the map to view the results on the right chart. For more details on the methods and data sources, view Appendix 1 of Part 2 of the report here: <https://water.ca.gov/Programs/Water-Use-And-Efficiency/2018-Water-Conservation-Legislation/County-Drought-Planning>.

All information reported according to state and federal data records and may not be as updated as local records.

✓ Keep Only ⌕ Exclude ☰

GEOID: 061070035021

✓ Keep Only ⌵ Exclude ≡

Risk Score (0-100): 60

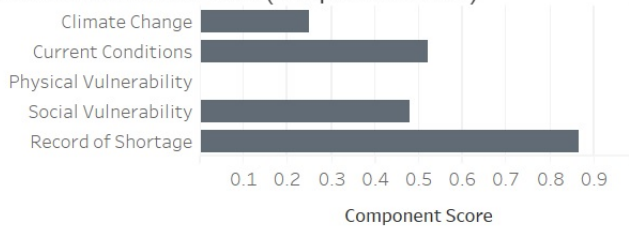
US Census ID (Block Group):: 061070035021

Surrounding or Nearby Place: Porterville city

This area is located in: Tulare County

Tribal Homes: 0**Domestic Well Reliance: 29%**

This community has 263 households, according to the US Census estimates (ACS 2012-2016). State records indicate 29% of households rely on domestic wells in this area.

What Explains the Risk Score Here? (Component Scores)

Indicators used to estimate drought and water shortage risk were grouped in the categories in the bar chart. The bars are longer for those components that contribute more to the risk score. Bars are shorter (or closer to zero) for those that contribute less to the risk score. Those bars that are absent indicate they do not drive risk for this area (based on available data) or no data was available.

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GEOID: 061070041011**Risk Score (0-100): 60**

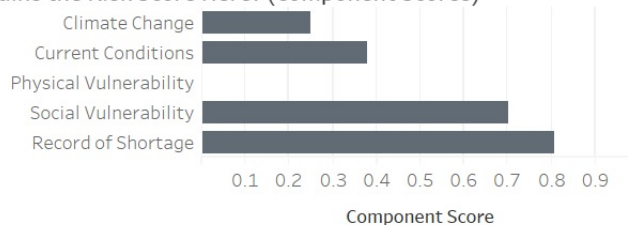
US Census ID (Block Group):: 061070041011

Surrounding or Nearby Place: Porterville city

This area is located in: Tulare County

Tribal Homes: 1**Domestic Well Reliance: 1%**

This community has 848 households, according to the US Census estimates (ACS 2012-2016). State records indicate 1% of households rely on domestic wells in this area.

What Explains the Risk Score Here? (Component Scores)

Indicators used to estimate drought and water shortage risk were grouped in the categories in the bar chart. The bars are longer for those components that contribute more to the risk score. Bars are shorter (or closer to zero) for those that contribute less to the risk score. Those bars that are absent indicate they do not drive risk for this area (based on available data) or no data was available.

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All information reported according to state and federal data records and may not be as updated as local records.

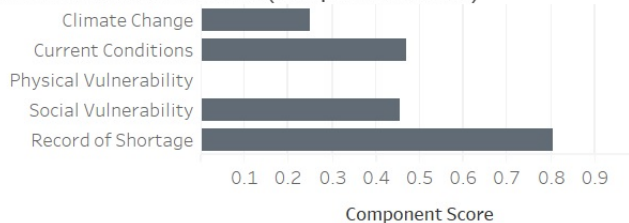
✓ Keep Only ⌕ Exclude ☰

GEOID: 061070035024**Risk Score (0-100): 55**

US Census ID (Block Group):: 061070035024

Surrounding or Nearby Place: **Porterville city**This area is located in: **Tulare County****Tribal Homes: 0****Domestic Well Reliance: 1%**

This community has 1,621 households, according to the US Census estimates (ACS 2012-2016). State records indicate 1% of households rely on domestic wells in this area.

What Explains the Risk Score Here? (Component Scores)

Indicators used to estimate drought and water shortage risk were grouped in the categories in the bar chart. The bars are longer for those components that contribute more to the risk score. Bars are shorter (or closer to zero) for those that contribute less to the risk score. Those bars that are absent indicate they do not drive risk for this area (based on available data) or no data was available.

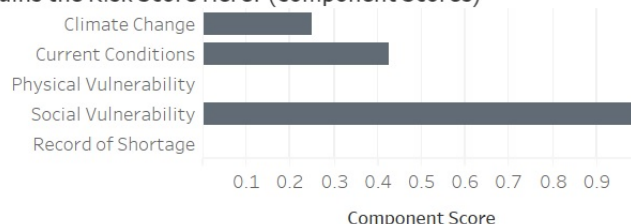
For more details on the individual indicators, click the map to view the results on the right chart. For more details on the methods and data sources, view Appendix 1 of Part 2 of the report here: <https://water.ca.gov/Programs/Water-Use-And-Efficiency/2018-Water-Conservation-Legislation/County-Drought-Planning>.

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✓ Keep Only ⌕ Exclude ☰

GEOID: 061070041013**Risk Score (0-100): 53**US Census ID (Block Group):: **061070041013**Surrounding or Nearby Place: **Porterville city**This area is located in: **Tulare County****Tribal Homes: 0****Domestic Well Reliance: 2%**

This community has 545 households, according to the US Census estimates (ACS 2012-2016). State records indicate 2% of households rely on domestic wells in this area.

What Explains the Risk Score Here? (Component Scores)

Indicators used to estimate drought and water shortage risk were grouped in the categories in the bar chart. The bars are longer for those components that contribute more to the risk score. Bars are shorter (or closer to zero) for those that contribute less to the risk score. Those bars that are absent indicate they do not drive risk for this area (based on available data) or no data was available.

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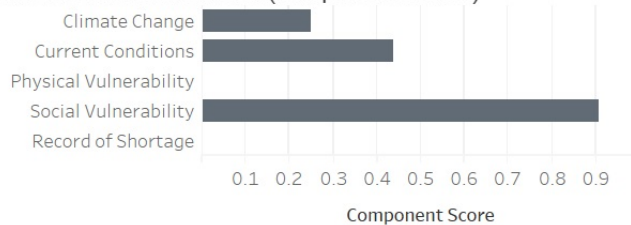
✓ Keep Only ⌕ Exclude ☰

[GEOID: 061070038023](#)**Risk Score (0-100): 50**

US Census ID (Block Group):: 061070038023

Surrounding or Nearby Place: **Porterville city**This area is located in: **Tulare County****Tribal Homes: 1****Domestic Well Reliance: 1%**

This community has 511 households, according to the US Census estimates (ACS 2012-2016). State records indicate 1% of households rely on domestic wells in this area.

What Explains the Risk Score Here? (Component Scores)

Indicators used to estimate drought and water shortage risk were grouped in the categories in the bar chart. The bars are longer for those components that contribute more to the risk score. Bars are shorter (or closer to zero) for those that contribute less to the risk score. Those bars that are absent indicate they do not drive risk for this area (based on available data) or no data was available.

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✓ Keep Only ⌕ Exclude ☰

GEOID: 061070036021**Risk Score (0-100): 49**

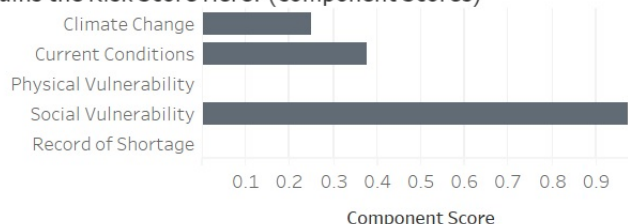
US Census ID (Block Group):: 061070036021

Surrounding or Nearby Place: Porterville city

This area is located in: Tulare County

Tribal Homes: 1**Domestic Well Reliance: 0%**

This community has 639 households, according to the US Census estimates (ACS 2012-2016). State records indicate 0% of households rely on domestic wells in this area.

What Explains the Risk Score Here? (Component Scores)

Indicators used to estimate drought and water shortage risk were grouped in the categories in the bar chart. The bars are longer for those components that contribute more to the risk score. Bars are shorter (or closer to zero) for those that contribute less to the risk score. Those bars that are absent indicate they do not drive risk for this area (based on available data) or no data was available.

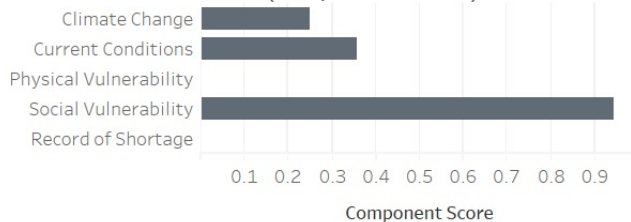
For more details on the individual indicators, click the map to view the results on the right chart. For more details on the methods and data sources, view Appendix 1 of Part 2 of the report here: <https://water.ca.gov/Programs/Water-Use-And-Efficiency/2018-Water-Conservation-Legislation/County-Drought-Planning>.

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✓ Keep Only ⌕ Exclude ☰

GEOID: 061070038012**Risk Score (0-100): 47**US Census ID (Block Group):: **061070038012**Surrounding or Nearby Place: **Porterville city**This area is located in: **Tulare County****Tribal Homes: 2****Domestic Well Reliance: 1%**

This community has 582 households, according to the US Census estimates (ACS 2012-2016). State records indicate 1% of households rely on domestic wells in this area.

What Explains the Risk Score Here? (Component Scores)

Indicators used to estimate drought and water shortage risk were grouped in the categories in the bar chart. The bars are longer for those components that contribute more to the risk score. Bars are shorter (or closer to zero) for those that contribute less to the risk score. Those bars that are absent indicate they do not drive risk for this area (based on available data) or no data was available.

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All information reported according to state and federal data records and may not be as updated as local records.

✓ Keep Only ⌕ Exclude ☰

GEOID: 061070036023**Risk Score (0-100): 42**

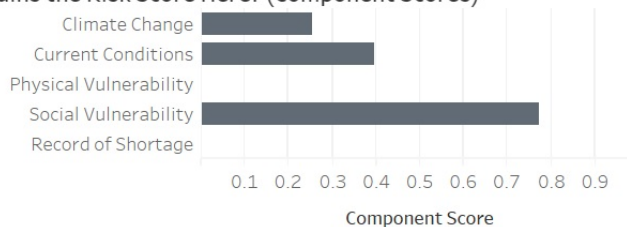
US Census ID (Block Group):: 061070036023

Surrounding or Nearby Place: Porterville city

This area is located in: Tulare County

Tribal Homes: 0**Domestic Well Reliance: 0%**

This community has 1,091 households, according to the US Census estimates (ACS 2012-2016). State records indicate 0% of households rely on domestic wells in this area.

What Explains the Risk Score Here? (Component Scores)

Indicators used to estimate drought and water shortage risk were grouped in the categories in the bar chart. The bars are longer for those components that contribute more to the risk score. Bars are shorter (or closer to zero) for those that contribute less to the risk score. Those bars that are absent indicate they do not drive risk for this area (based on available data) or no data was available.

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✓ Keep Only ⌕ Exclude ☰

GEOID: 061070036013**Risk Score (0-100): 41**

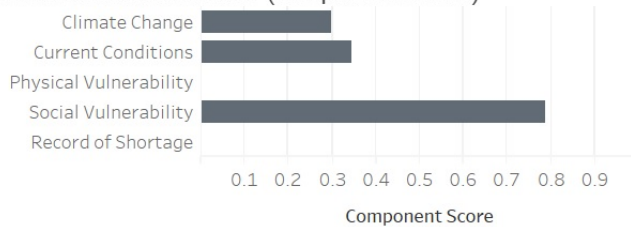
US Census ID (Block Group):: 061070036013

Surrounding or Nearby Place: Porterville city

This area is located in: Tulare County

Tribal Homes: 1**Domestic Well Reliance: 0%**

This community has 307 households, according to the US Census estimates (ACS 2012-2016). State records indicate 0% of households rely on domestic wells in this area.

What Explains the Risk Score Here? (Component Scores)

Indicators used to estimate drought and water shortage risk were grouped in the categories in the bar chart. The bars are longer for those components that contribute more to the risk score. Bars are shorter (or closer to zero) for those that contribute less to the risk score. Those bars that are absent indicate they do not drive risk for this area (based on available data) or no data was available.

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All information reported according to state and federal data records and may not be as updated as local records.

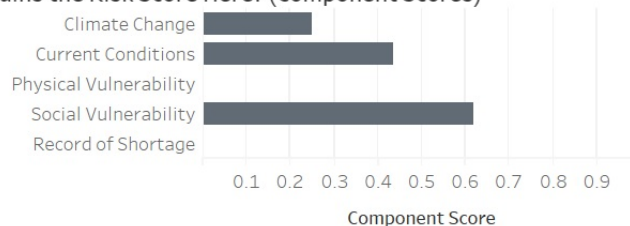
✓ Keep Only ⌕ Exclude ☰

GEOID: 061070035023**Risk Score (0-100): 38**

US Census ID (Block Group):: 061070035023

Surrounding or Nearby Place: **Porterville city**This area is located in: **Tulare County****Tribal Homes: 0****Domestic Well Reliance: 1%**

This community has 587 households, according to the US Census estimates (ACS 2012-2016). State records indicate 1% of households rely on domestic wells in this area.

What Explains the Risk Score Here? (Component Scores)

Indicators used to estimate drought and water shortage risk were grouped in the categories in the bar chart. The bars are longer for those components that contribute more to the risk score. Bars are shorter (or closer to zero) for those that contribute less to the risk score. Those bars that are absent indicate they do not drive risk for this area (based on available data) or no data was available.

For more details on the individual indicators, click the map to view the results on the right chart. For more details on the methods and data sources, view Appendix 1 of Part 2 of the report here: <https://water.ca.gov/Programs/Water-Use-And-Efficiency/2018-Water-Conservation-Legislation/County-Drought-Planning>.

All information reported according to state and federal data records and may not be as updated as local records.

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Appendix K

POPULATION TOOL MODIFICATION PRINTOUT

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The population tool calculates the 2020 Persons per Connection by creating a trend line of the Persons per Connection from 2000 to 2010 and continues that trend to the year 2020. For example, if there were a decline in the Persons per Connection from 2000 to 2010, the tool continues that declining trend to the year 2020. If this does not represent the actual trend for your water supplier, the calculated population for 2020 may not be accurate.

ACCEPTABLE MODIFICATION

The user will use the results from the population tool, but will modify the Persons per Connection and population for the year 2020. Instead of using the Persons per Connection for 2020 as calculated by the tool, the user will use the Persons per Connection that the tool calculated for the year 2010. The user will then multiply the 2010/2020 Persons per Connection by the number of connections for 2020 to arrive at their 2020 population. ***THE UWMP PREPARER MUST INCLUDE THE TABLES FROM THE POPULATION TOOL AND DOCUMENT THE MODIFICATION IN THE 2020 UWMP.***

$$4.39 \frac{\text{Persons}}{\text{Connection}} \times 17,063 \text{ connections} = 74,907 \text{ persons}$$

[Back](#)

DWR Population Tool - Calculate Persons per Connection

[Next](#)

This page performs the following actions:

- Displays the population for each census year**, based on the electronic maps uploaded to the tool and US Census data at the block level AND
- Calculates the persons per connection for every non-census year**, based on "Number of Connections" data input by the user. Persons-per-connection is used to estimate population for the non-census years, including 2020.

Enter "Number of Connections" for each of the census years available. The minimum connection data required is number of connections for the year 2010. If connection data is available for the year 1990 and 2000, it must be entered to obtain the most accurate population estimate. The tool will automatically calculate the Persons per Connection for all other years.

NOTE: This page will be included when the user selects "Print Confirmation" or "Export to Excel" on the next page.

Year	Census Block Level	Number of Connections *	Persons per Connection
	Total Population		
1990	45,050	Not Available	3.20
1991	-	-	3.26
1992	-	-	3.32
1993	-	-	3.38
1994	-	-	3.44
1995	-	-	3.50
1996	-	-	3.56
1997	-	-	3.62
1998	-	-	3.67
1999	-	-	3.73
2000	57,004	15027	3.79
2001	-	-	3.85
2002	-	-	3.91
2003	-	-	3.97
2004	-	-	4.03
2005	-	-	4.09
2006	-	-	4.15
2007	-	-	4.21
2008	-	-	4.27
2009	-	-	4.33
2010	66,760	15217	4.39
2011	-	-	3.79
2012	-	-	3.79
2013	-	-	3.79
2014	-	-	3.79
2015	-	-	3.79
2020	-	-	4.98 **

* Number of Connections may be either All Residential Connections (Single Family and Multi-Family combined) or All Service Connections. This will depend on the data available from the water supplier's records, but must remain consistent throughout the table.

** If the 2020 Persons per Connection or 2020 Total Population seems inaccurate, please [click here](#).

Appendix L

TULARE COUNTY MULT-JURISDICTIONAL LOCAL HAZARD MITIGATION PLAN

The Tulare County MJLHMP can be downloaded at the link below:

<https://oes.tularecounty.ca.gov/oes/index.cfm/mitigation/tulare-county-mjlhmp/>

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CITY COUNCIL AGENDA – FEBRUARY 1, 2022

SUBJECT: CDBG Citizens' Advisory and Housing Opportunity Committee and Citizen Participation Plan

SOURCE: Community Development

COMMENT: In preparation for the development of the Annual Action Plan to be submitted to the Department of Housing and Urban Development (HUD), the following items are required: 1) the adoption of the 2022/23 Citizen Participation Plan; and 2) the annual designation and appointment of a Citizens' Advisory and Housing Opportunity Committee.

HUD requires each jurisdiction that receives formula grants through its Community Development Block Grant (CDBG) Program to prepare and adopt a Citizen Participation Plan. The Plan provides guidelines for the participation of residents in determining the use of CDBG funds. This Plan is reviewed annually for necessary revisions prior to City Council's adoption of the CDBG Action Plan. In 2020, the Citizens Participation Plan was developed by The Ramsey Group Consultants and is in compliance with Federal regulations, only minor revisions were necessary to the 2022/23 plan to reflect updated contact information and dates (Attachment 1) and remove some CARES Act language that does not apply to this fiscal year funding. The 2022 Citizens' Advisory and Housing Opportunity Committee Participation Plan Schedule is presented as Attachment "2."

A Citizens' Advisory committee was established in 1981 to function in an advisory capacity to the Council regarding program design, implementation, and assessment. This Committee consists of seven residents of the city, appointed annually by the Council. The Citizen Participation Plan places particular emphasis on obtaining representation of low and moderate income persons residing in slum and blight areas, members of minority groups, the elderly, the disabled, and residents of areas where use of funds is proposed.

Five members of the 2021 committee have expressed their willingness to serve as 2022 Committee members:

Pat Contreras
Doug Heusdens
Linda Mendez
Rebecca Vigil
Eriselda Lizarraga

Applications from Rebecca Contreras and Isabel Olmos have been received. Staff is requesting that Rebecca Contreras and Isabel Olmos be appointed as members of the CDBG Advisory and Housing Opportunity Advisory Committee for the 2022 program year.

The 2022 Action Plan is in the process of being developed and will be presented to the Council in April 2022. It is anticipated that expenditures for activities will be consistent with previous years. As the sale of the Heritage Center has not been completed yet, a substantial amendment will need to take place to reallocate some funds to cover the section 108 loan obligation and consider reallocating other funds for programs that did not take place in connection with that sale or due to Covid restrictions.

Community input from the Community Meeting will be presented to the Citizens' Advisory and Housing Opportunity Committee when they meet on February 22, 2022. The Citizens' Advisory and Housing Opportunity Committee will give input on the 2022 Draft Action Plan & Amendment to 2021 AP. The Plans will then be available for a 30-day public comment period and will be taken to the Council for final adoption at its meeting on April 5, 2022.

RECOMMENDATION: That the City Council:

1. Adopt the 2022 Citizen Participation Plan;
2. Appoint existing Committee members Pat Contreras, Doug Heusdens, Linda Mendez, Eriselda Lizarraga and Rebecca Vigil to the Citizens' Advisory and Housing Opportunity Committee for a one-year term; and
3. Appoint Rebecca Contreras and Isabel Olmos as new members for a one-year term.

- ATTACHMENTS:
1. Draft 2022 Citizen Participation Plan
 2. 2022 Citizens' Advisory and Housing Opportunity Committee Schedule
 3. Request for Appointment - Pat Contreras
 4. Request for Appointment - Doug Heusdens
 5. Request for Appointment - Linda Mendez
 6. Request for Appointment - Rebecca Vigil
 7. Request for Appointment - Eriselda Lizarraga
 8. Request for Appointment - Rebecca Contreras
 9. Request for Appointment - Isabel Olmos

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Community Development Director

Final Approver: John Lollis, City Manager

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Citizen Participation Plan

Revised January, 2022

Introduction

The City of Porterville (City) is a federal entitlement jurisdiction that receives federal grant funding from the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) program.

As an entitlement jurisdiction, the City is required to prepare:

- A Five Year Consolidated Plan (Consolidated Plan) that includes a Citizen Participation Plan (CPP)
- An annual Action Plan (Action Plan)
- An annual Consolidated Annual Performance Evaluation Report (CAPER)

Under HUD's Code of Final Regulations for the Consolidated Plan (24 CFR Part 91 Sec. 91.105), the City must adopt a Citizen Participation Plan that sets forth the City's policies and procedures for citizen participation in the planning, execution, and evaluation of the Consolidated Plan, Action Plans, and CAPER. This CPP provides guidelines for the City to provide and encourage public participation by residents, community stakeholders, and grant beneficiaries in the process of drafting, implementing, and evaluating the Consolidated Plan and related documents. The citizen participation process includes outreach, public hearings, community forums, and opportunities for comment.

Definitions

- **Action Plan (Action Plan):** The Action Plan summarizes the activities that will be undertaken in the upcoming Fiscal Year (FY) to meet the goals outlined in the Consolidated Plan. The Action Plan also identifies the federal and non-federal resources that will be used to meet the goals of the approved Consolidated Plan.
- **Citizen Participation Plan (CPP):** The CPP provides guidelines by which the City will promote engagement in the planning, implementation, and evaluation of the distribution of federal funds as outlined in the Consolidated Plan, Action Plan, and CAPERs.
- **Community Development Block Grant (CDBG):** HUD's CDBG program provides communities with resources to address a wide range of housing and community development needs that benefit very low and low income persons and areas.
- **Consolidated Annual Performance Evaluation Report (CAPER):** The CAPER assesses the City's annual achievements relative to the goals in the Consolidated Plan and proposed activities in the Action Plan. HUD requires the City to prepare a CAPER at the end of each fiscal year.
- **Department of Housing and Urban Development (HUD):** HUD is the federal government agency that creates and manages programs pertaining to federal home ownership, affordable housing, fair housing, homelessness, and community and housing development.

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- **Displacement:** Displacement refers to the involuntary relocation of individuals from their residences due to housing development and rehabilitation activities paid for by federal funds.
- **Eligible Activity:** Activities that are allowable uses of the CDBG funds covered by the CPP as defined in the Code of Federal Regulations Title 24 for HUD.
- **Entitlement Jurisdiction:** A city with a population of at least 50,000, a central city of a metropolitan area, or a qualified urban county with a population of at least 200,000 that receives grant funding from HUD.
- **Five Year Consolidated Plan (Consolidated Plan):** HUD requires entitlement jurisdictions to prepare a Consolidated Plan every five years. The Consolidated Plan is a strategic plan that identifies housing, economic, and community development needs and prioritizes funding to address those needs over a five-year period.
- **Low and Moderate Income (LMI):** As defined annually by HUD, Low and Moderate Income (LMI) is 0-80 percent of area median family income (AMI) for a jurisdiction, with adjustments for smaller or larger families. This includes those individuals presumed by HUD to be principally LMI (abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with AIDS and migrant farm workers). HUD utilizes three income levels to define LMI households:
 - Extremely low income: Households earning 30 percent or less than the AMI (subject to specified adjustments for areas with unusually high or low incomes)
 - Very low income: Households earning 50 percent or less than the AMI (subject to specified adjustments for areas with unusually high or low incomes)
 - Low and moderate income: Households earning 80 percent or less than the AMI (subject to adjustments for areas with unusually high or low incomes or housing costs)
- **Public Hearing:** Public hearings are designed to provide the public the opportunity to make public testimony and comment. Public hearings related to the Consolidated Plan are to be advertised in local newspapers and made accessible to non-English speakers and individuals with disabilities.
- **Substantial Amendments:** Amendments are considered “Substantial” whenever one of the following is proposed:
 - A change in the allocation priorities or a change in the method of fund distribution
 - A substantial change which increases or decreases the amount allocated to a category of funding within the City’s entitlement grant programs by 25 percent

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- To implement an activity using CDBG funds for new programs that were not described in the Consolidated Plan
- To change the purpose or intended beneficiaries of an activity approved for CDBG funding, e.g., instead of primarily benefitting lower income households the activity instead proposes to benefit mostly moderate income households

Roles, Responsibilities, and Contact Information

The City is a federal entitlement jurisdiction and is a recipient of grant funding from the federal government.

The City's Charter established a council and manager form of government. Porterville's City Council is the elected legislative body of the City and is responsible for approving its Consolidated Plan, Action Plans, Substantial Amendments, and CAPERs prior to their submission to HUD.

It is the intent of the City to provide for and encourage citizen participation, with particular emphasis on participation by lower income persons who are beneficiaries of, or impacted by, entitlement-funded activities. The City encourages participation in all stages of the Consolidated Planning process by all residents, including minorities and non-English speaking persons, as well as persons with mobility, visual or hearing impairments, residents of assisted housing developments, and recipients of tenant-based assistance.

In general, hearings will be held at City Hall due to its central location, convenient access, and disability accessibility. Translation services will be provided when there is an indication that non-English speaking persons will be attending. Other reasonable accommodations will be provided on a case-by-case basis.

The General Contact Information for the City's HUD Entitlement Programs is:

Jason Ridenour
Community Development Director
jridenour@ci.porterville.ca.us
291 N. Main Street
Porterville, CA 93257

Citizen Participation Policies

Public Hearings

The City will hold public hearings for Consolidated Plans, Annual Action Plans, CAPERs, amendments made to the CPP, and Substantial Amendments.

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The Consolidated Plans, Annual Action Plans, CPP amendments, and Substantial Amendments require two public hearings. One required hearing is a City-staffed community meeting and one required hearing is before City Council for document adoption. The CAPER requires one hearing before City Council for document adoption.

Community hearings will be held in a community space with consideration for the convenience to beneficiaries of the entitlement program resources.

The City Council public hearings will be held at City Hall Council Chambers located at 291 N. Main Street, Porterville, CA 93257. Listening devices, interpretation services, and other assistance to disabled persons or those with limited English proficiency will be provided upon request, ranging up to five business days prior notification to the City Clerk. Requests for disability-related modifications or accommodations required to facilitate meeting participation, including requests for auxiliary aids, services or interpreters, require different lead times, ranging up to five business days. For this reason, it is important to provide as much advance notice as possible to ensure availability. Assistive Listening Devices (ALDs) are available upon request.

Waivers and Flexibility in Response to Pandemic

Legislation aimed at providing relief for individuals and businesses that have been negatively impacted by a pandemic outbreak or public health crisis, such as the Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Public Law 116-136), can provide CDBG Entitlement Jurisdictions with flexibilities that make it easier to use CDBG grants by authorizing HUD to grant waivers and alternative public hearing requirements with virtual public hearings if: 1) national/local health authorities recommend social distancing and limiting public gatherings for public health reasons; and 2) virtual hearings provide reasonable notification and access for citizens in accordance with the City's certifications, timely responses from local officials to all citizen questions and issues, and public access to all questions and responses. For any CDBG funds that are used in order to prevent, prepare for, and respond to a pandemic or public health crisis, expedited procedures could be implemented which include notice and reasonable opportunity to comment of no less than five (5) days. The five (5) day period can run concurrently for comments on the action plan amendment and, amended citizen participation plans.

Additionally, CDBG funds that are used in order to prevent, prepare for and respond to a pandemic like the Coronavirus, covered by laws such as CARES Act referenced above, the draft and final documents may only be available online at the City's website. At the discretion of the City Manager, City Staff will recommend program activities, funding and program modifications for submittal to the City Council without consultation of the Citizens' Advisory and Housing Opportunity Committee. In this case, the City Manager would have deemed the expeditious completion of these tasks as essential to public safety, health or economy, to prevent, prepare for or respond to the Coronavirus.

Waivers may be granted to CPD Grantees, such as the City of Porterville, with regards to its regulatory Citizen Participation Plan (CPP) requirements specifically required under Citation 24 CFR 91.105(c)(2)

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and (k) and could consist of: 1) an immediate reduction in the required 30-day comment period to no less than five (5) days, with the requirement to provide reasonable notice and opportunity for citizens to comment on substantial amendments concerning the proposed uses of CDBG funds; and 2) a waiver regarding “reasonable notice and opportunity to comment” requirements of the CPP, to allow a grantee to determine what constitutes reasonable notice and opportunity to comment.

Should waivers and flexibilities be granted by legislation as described above, the City of Porterville intends to implement said waivers and flexibilities as it pertains to this CPP.

Accordingly, the City of Porterville plans to vary from its Adopted CPP and will instead follow the below reasonable notice and public comment procedures:

- Public notices will be published in the “Public Notices” sections of the *Porterville Recorder* and in Spanish in the *Noticiero Semanal* publications approximately 5 days before a scheduled meeting to decide on any required actions related to the City’s HUD Plans.
- The Public notices will note the specific comment period and the meeting date on which the item(s) will be reviewed and action taken.
- Proposed amendments to Plans will be made available for viewing from our website: <http://www.ci.porterville.ca.us/>
- Members of the public may submit comments during the five-day comment period specified in the section above via: 1) by email to housing@ci.porterville.ca.us, or, 2) by calling (559) 7827460.
- Comments received may be read or received at the scheduled City Council meeting.
- The virtual meetings, if held during a scheduled City Council meeting, will be streamed via **the City’s YouTube channel** <https://www.youtube.com/channel/UC5KuhSrNMNL9nwHJVtnJvvA> and available for participation via a Zoom link to be provided on the posted agenda. Otherwise the links to access the virtual public hearings outside a regularly scheduled City Council meeting will be available on the City’s website.

Notice of Hearings and Review Periods

To allow the public time to provide comments prior to the submission of approved documents to HUD, the City will hold a minimum 30-day public review and comment period for the Consolidated Plan, Action Plan, and Substantial Amendment. The City will establish a public review period of at least 15 days for each CAPER and amendments to the CPP. Copies of the draft plans will be available to the public at the Community Development Department, 291 N. Main Street, Porterville, CA 93257.

The City will place public notices at City Hall (291 N. Main Street) and online through the City’s website (www.ci.porterville.ca.us), and through advertisement in a local newspaper of general circulation in advance of a public review and comment period.

To ensure that the public, including minorities, persons with limited English proficiency, persons with disabilities, residents of public housing, and LMI residents are able to participate in the public review

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process, the City will provide residents, public agencies, and other stakeholders with notices on applicable public review periods and public hearings that adhere to the following:

- The notices will be published prior to the start of the public comment period and at least fifteen (15) days before the final public hearing and will include information regarding how to request accommodation and services available for persons with disabilities who wish to attend the public hearings.
- The notices will be distributed to persons and agencies on the contact list maintained by the City for those parties expressing interest in receiving information and updates related to the City's Consolidated Plan, Action Plan, CAPER, Substantial Amendments and CPP. Interested parties may request to be added to this contact list by sending an email to housing@ci.porterville.ca.us, by calling (559) 782-7460 or by writing to the Community Development Department, 291 N. Main Street, Porterville, CA 93257.
- The notices will be distributed through a variety of methods, including e-mail, newspaper publications and the City's website at www.ci.porterville.ca.us. The notices will include information on how to obtain a copy of the draft documents and scheduled hearing dates, times, and locations.
- As directed by HUD through written guidelines, and deemed necessary due to the risk of the safety, health or economy of the city, expedited procedures will be implemented which include notice and reasonable opportunity to comment of no less than five (5) days. The five (5) day period can run concurrently for comments on the action plan amendment and, amended citizen participation plans.

The public may file comments on draft plans in writing to the Community Development Department, 291 N. Main Street, Porterville, CA 93257; via email to Jason Ridenour at jridenour@ci.porterville.ca.us; or by phone at (559) 782-7460. Comments may also be submitted in person at the Community Development Department, 291 N. Main Street, Porterville, CA 93257, Monday through Friday during business hours, and during the Council adoption hearing.

When necessary or applicable, the City may combine notices complying with several individual requirements into one comprehensive notice for dissemination and publication.

Comments/Complaints on Adopted Plans

Comments or complaints from residents, public agencies, and other stakeholders regarding the adopted Consolidated Plan or related amendments and performance reports may be submitted in writing or verbally to the General Contact at the Community Development Department, 291 N. Main Street, Porterville, CA 93257. Written comments or complaints will be referred to appropriate City staff for consideration and response. The City will attempt to respond to all comments or complaints within fifteen (15) business days and maintain a correspondence file for this purpose.

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Availability of Draft and Approved Documents

The draft and final versions of the Consolidated Plan, Action Plan, CAPER, all related amendments, records, and regulations will be available online at the City's website: www.ci.porterville.ca.us. Hard copies of all documents will be available at the Community Development Department, 291 N. Main Street, Porterville, CA 93257 and upon written request. If the City is unable to provide immediate access to the documents requested, it will make every effort to provide the documents and reports within 15 business days from the receipt of the request.

During the public review and comment period, copies of the document will be available to the public for review at City Hall (291 N. Main Street) and through the City's website at www.ci.porterville.ca.us.

In the event of a public health crisis, the aforementioned documents will only be available online at the City's website.

Displacement Policy

As part of the CPP, the City must maintain a displacement policy. Displacement refers to the involuntary relocation of individuals from their residence due to housing development and rehabilitation paid for with federal funds. The City will continue to use existing federal and state relocation guidelines, as applicable, to minimize displacement and to alleviate the problems caused by displacement. Both the federal government and the State of California have specific requirements dictating the amount of benefits and assistance that must be provided to lower income persons and households relocated from their homes as a result of displacement. Depending on the funding source, displaced persons may be offered one or more of the following:

- A rent subsidy for another unit
- A cash payment to be used for rent or a down payment on the purchase of a dwelling unit
- Moving and related expenses

The City's rehabilitation programs may also incur relocation issues when they provide minor additions to existing dwellings in order to address overcrowding. Any temporary relocation costs are included in the rehabilitation loan package offered to clients.

Technical Assistance

The City will, to the extent feasible, respond to requests for technical assistance from entities representing LMI groups who are seeking federal entitlement funding in accordance with grant procedures. This may include, but is not limited to, providing information regarding how to fill out applications, other potential funding sources, and referrals to appropriate agencies within and outside the City. "Technical assistance," as used here, does not include the provision of funds to the entities requesting such assistance. Assistance will also be provided by Community Development Department staff to interested individuals and resident groups who need further explanation on the background

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and intent of the Housing and Community Development Act, interpretation of specific HUD regulations, and project eligibility criteria for federal grants.

This plan describes how the City of Porterville will involve citizens in the planning, implementation, and assessment of the Community Development Block Grant (CDBG) and Home Investment Partnership Act (HOME) Programs. The funds must be used for projects which benefit low- and moderate-income persons and/or aid in the elimination or prevention of slum and blight. These programs are intended to assist cities in undertaking neighborhood improvement, economic development, and homeowner assistance programs. Program regulations give ultimate responsibility for the design and implementation of the program to local elected officials, and also require that citizens be given an opportunity to serve in a key advisory role to these elected officials.

ADVISORY COMMITTEE

To ensure that Porterville residents are given a full opportunity to participate in the Program, a Citizens' Advisory Committee was established in 1981 to function in an advisory capacity to the Mayor and Council regarding program design, implementation, and assessment. This Committee consists of seven (7) residents of the City, appointed annually by the City Council. Citizens and civic organizations have been urged to make recommendations on allocation of the City's multi-purpose Community Development Block Grant since 1981/82. The Committee has provided direction in establishing the Housing Rehabilitation Loan Program (HRLP), and other worthwhile projects under CDBG Entitlement Cities and Home Programs which have benefitted low- and moderate-income households within the city of Porterville. In addition to the HRLP, the Committee has recommended the establishment of several revolving loan funds since 1982, including the Sewer and Water Connection Fund, the Public Utilities Revolving Loan Fund (merged in 2012 with HRLP), the First Time Low-Income Homebuyer Program and the Business Assistance Program. The Committee has also recommended the allocation of funds toward remodeling the Santa Fe Plaza Senior Citizens Center, and inventory of Industrial Land Resources, the Low-Income Residential Smoke Detector Installation Program, and the Porterville Enterprise Zone Area Infrastructure Improvement Program, the rehabilitation of the Porterville and Glenwood Hotels, the opening of the Porterville Youth Center, and four targeted Curb, Gutter Sidewalk, and Street Light, Neighborhood Improvement Projects, Lime Street Park Improvement Project, and Santa Fe Facility Improvement Project. In addition, the Committee has supported the establishment of economic development programs and public improvement activities such as the completion of the Heritage Center with Section 108 Loan Guarantee funds. Several years ago, the Committee recommended the establishment of the Homebuyer Education Program and the Murry Park Improvement Project. An expansion to the Park Improvement Program was approved in 2010 to include the Lime Street Neighborhood Park and in 2013, the Extension of Murry Park was included and is currently underway. In 2021, the Committee recommended the allocation of funds toward a Fair Housing education program and the development of a multi-sport fields.

The City has taken steps to secure the services of concerned individuals to form the Advisory Committee for the purposes of program model design, implementation, assessment, and development of the Community Development Block Grant Program under the Entitlement Cities criteria. The City places particular emphasis on obtaining representation of low- and moderate-income

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persons residing in slum and blight areas, members of minority groups, the elderly and persons with disabilities, and residents of areas where use of funds are proposed. In continuing its efforts to serve the needs of the public, the City Council has expanded the role of the Committee to incorporate efforts to expand housing opportunities, thereby changing the name to the Citizens' Advisory and Housing Opportunity Committee.

At the discretion of the City Manager, City Staff will recommend program activities, funding and program modifications for submittal to the council without consultation of the Advisory Committee. In this case, the City Manager would have deemed the expeditious completion of these tasks as essential to public safety, health or economy.

SCOPE OF CITIZEN PARTICIPATION

Citizens will be involved in all stages of the Community Development Block Grant Program, including the development of the consolidated plan, inclusive of the annual action plan, substantial amendments to the plan, program implementation, assessment of performance, and design of the citizen participation plan. Mechanisms for the citizen involvement include: The Citizens' Advisory and Housing Opportunity Committee, public hearings and ad hoc community meetings, individual citizen efforts in the form of comments, complaints, or inquiries submitted directly to Monte Reyes, Porterville Mayor and/or Community Development Department, located in City Hall, 291 N. Main Street, or by telephone, (559) 782-7460.

Public Hearings

At least two (2) public hearings, open to the entire community, will be held annually. The hearings will provide an opportunity for citizens to identify community development needs, propose projects, and assist in the development of an overall strategy for Porterville. The hearings will also be used to solicit comments on the citizen participation plan more sensitive to local needs and realign the plan with changes in Federal regulations, and to review the HUD annual community assessment, if available. The hearings are typically held in February or March and April or May of each program year.

Consolidated Plan

Participation in the development of the consolidated plan, inclusive of the annual action plan, will occur as follows: at least one (1) public hearing will be held before the proposed consolidated plan is published for comment. Before the City adopts a consolidated plan, the City will make available to citizens, public agencies, and other interested parties information that includes the amount of assistance the jurisdiction expects to receive and the range of activities that may be undertaken, including the amount that will benefit persons of very low and low income.

The City will ensure that plans will be available to minimize the displacement of persons and to assist any persons displaced according to Federal regulation standards.

A summary of the proposed use of CDBG funds and, will be made available in Spanish, the predominate non-English language spoken in Porterville, at all public hearings.

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Advisory Committee proposals and comments, with regard to development of the consolidated plan, will be obtained at Committee meetings or hearings scheduled either at the request of Committee members or program officials. The public is invited to attend these meetings.

The public will be notified of the period, not less than thirty (30) days (or five (5) days as applicable), in which to receive comments from citizens on the consolidated plan. Any comments or views of citizens received in writing or orally at the public meetings will be considered. A summary of these comments or views, and a summary of any comments or views not accepted, and the reasons therefore, will be attached to the final consolidated plan.

Amendments

In the case of proposed substantial amendments to the consolidated plan, the City shall provide reasonable notice and an opportunity to comment on substantial amendments. The public will be notified of the period, not less than thirty (30) days (or five (5) days as applicable), in which to receive comments on the substantial amendments before the amendment is implemented. The meetings regarding the proposed amendments are not required to be public hearings, but will be open to the public to attend. The City will consider any comments or views of citizens received in writing, or orally, at public hearings, if any, in preparing the substantial amendment of the consolidated plan. A summary of these comments or views, and a summary of any comments or views not accepted, and the reasons therefore, will be attached to the substantial amendment of the consolidated plan.

Amendments to the plan will be necessary whenever one of the following decisions is made:

- 1) To make a substantial change in the allocation priorities or a substantial change in the method of distribution of funds;
- 2) To carry out an activity using funds from any program covered by the consolidated plan (including program income) not previously described in the consolidated plan; or
- 3) To substantially change the purpose, scope, location, or beneficiaries of an activity.

Performance Report

Reasonable notice and an opportunity to comment on performance reports will be given to the public. The public will be notified of the period, not less than fifteen (15) days, in which to receive comments from citizens on the performance report that is to be submitted to HUD before its submission. Any comments or views of citizens received in writing or orally at public meetings will be considered, and a summary of the comments and views will be attached to the performance report.

Citizen Participation Plan

The Annual Action Plan includes noticing and public hearings. All meetings and hearings are publicized in accordance with applicable HUD, state and local regulations. Specifically the Action Plan includes community meetings, public noticing for 30 days (or 5 days as applicable), and a public hearing. The

CITY OF PORTERVILLE
CITIZENS' ADVISORY AND HOUSING OPPORTUNITY COMMITTEE CITIZEN
PARTICIPATION PLAN

City will provide citizens a reasonable opportunity to comment on amendments or revisions to the citizen participation plan and will make the plan public.

Other Method of Participation

Informal, individual contact with citizens, initiated either by citizens or program officials, will also provide input to the consolidated plan. For example, an individual may contact the Community Development Department at (559) 782-7460 to request consideration of a special project; or program officials may seek the opinion of local business persons as to the need for commercial revitalization.

Program officials will also be available to advise citizens of the procedures for filing objections to the consolidated plan with the U.S. Department of Housing and Urban Development Area Office. Citizen participation in program implementation will occur primarily through consultation with the Citizens' Advisory and Housing Opportunity Committee. Citizens will be asked to review and comment on specific strategies for approved projects. They will also meet to review any substantial program amendments. All such changes will be discussed with the committee and their comments considered prior to the City taking final action. These meetings will be held on an as-needed basis.

Program assessment activities by citizens will occur in a variety of ways. Citizens will have the opportunity to comment on the City's performance for the prior program year during the public hearings for the consolidated and action plan adoption. The public will also be notified of the public comment period for the annual performance report before its submission to HUD.

The Citizens' Advisory and Housing Opportunity Committee shall function as a forum for public participation in the City's efforts to affirmatively further fair housing. Prior to the submission of the consolidated plan, the Committee shall discuss and recommend for Council adoption suggested methods of furthering fair housing. As part of the orientation to the program offered at the public hearing, citizens will be invited to submit comments on all aspects of the program performance throughout the program year.

Public comments or complaints regarding the consolidated plan, substantial amendments to the Plan, the Performance Report, or the Citizen Participation Plan should be submitted in writing to the Community Development Director, City of Porterville, 291 N. Main Street, Porterville CA 93257. If a public hearing is held, comments should be submitted within fifteen (15) working days from the date of the public hearing. A timely, substantive written response will be provided by the City within fifteen (15) working days. If the response is unsatisfactory, correspondence may then be addressed directly to: Monte Reyes, Mayor, City of Porterville, 291 N. Main Street, Porterville, CA 93257. Mr. Reyes shall respond within fifteen (15) working days. If the citizen is still dissatisfied, he/she should write to the U.S. Department of Housing and Urban Development Area Office, 1 Sansome Street, Suite 1200, San Francisco, CA 94104, requesting an investigation of the issue. Program staff will also be available during normal business hours to respond to citizen inquiries.

CITY OF PORTERVILLE
CITIZENS' ADVISORY AND HOUSING OPPORTUNITY COMMITTEE CITIZEN
PARTICIPATION PLAN

TECHNICAL ASSISTANCE

Citizen organizations, non-profit organizations, and groups of low/moderate income persons or target area residents may propose their own specific program(s). The proposal for a specific program should include the program's design, its budget, and the scope of proposed activities. Also, the proposal should identify the specific individuals anticipated to carry out activities and provide a summary of their experience and training.

Technical assistance which may be provided by City staff is limited to proposals that are considered eligible uses of CDBG funds, and not intended to assist citizen organizations, non-profit organizations, and groups of low/moderate income persons or target area residents applying for funding from other grant sources. The Citizens' Advisory and Housing Opportunity Committee may direct staff to provide technical assistance that may consist of staff or local expert presentations, informational handouts, research of a specific issue, or other short-term efforts.

PUBLIC INFORMATION

The City will also undertake the following public information efforts to promote citizen participation:

- The public noticing pertaining to the community meetings, Council work session and public hearing are published in both English and Spanish. Public notices of all public hearings will be published in the *Porterville Recorder* and *Noticiero Semanal* at least ten (10) days before the scheduled hearing and fifteen (15) days prior to the final public hearing. These notices will indicate the date, time, location, and topics to be considered. Upon notification, arrangements will be made by the City to accommodate persons with disabilities. The public notices also will be made available in the form of press releases and as a public service announcement to local radio stations. Public hearing notices will indicate that summary statements of projected use of CDBG and/or HOME funds will be available in Spanish, the predominant non-English language spoke within the city. Additionally efforts will be made by providing notices to our local non-profit partners to share and publish for public viewing, and publishing on the City website which includes the Agenda and meeting minutes.
- Notices will also be published in the *Porterville Recorder* to notify the public of the period, not less than thirty (30) days (or 5 days as applicable) for the consolidated plan or substantial amendments to the plan, or fifteen (15) days (or 5 days as applicable) for the performance report, in which to receive comments from citizens before submission of the plan or report to HUD. All notices will include information that complete copies of the proposed plan or report will be available for public review at City Hall (291 N. Main Street). A reasonable number of free copies of the plan or report will be provided to citizens and groups that request it.
- Orientation information will be provided at the first public hearing conducted by the Citizens' Advisory and Housing Opportunity Committee. City staff will make a presentation which covers: the total amount of funds available and the basis for award; the range of eligible activities and those previously funded in the community; the planning process and the schedule of meetings and hearings, the role of citizens in the program, a summary of other

CITY OF PORTERVILLE
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PARTICIPATION PLAN

important program requirements, such as: environmental policies, fair housing provisions, and contracting procedures. Some of these topics will be covered in written materials.

- A public file containing program documentation for the preceding five (5) years will be available for review at City Hall during normal business hours. Included will be copies of the Consolidated Plan, Environmental Review Record, the Citizen Participation Plan, and the Consolidated Annual Performance Evaluation Report. Other program documents are also available for citizen review on request at City Hall, consistent with applicable State and local laws regarding personal privacy and obligations of confidentiality. Upon request, materials will be made available in a form accessible to persons with disabilities.

**CITIZENS' ADVISORY AND HOUSING
OPPORTUNITY COMMITTEE PARTICIPATION PLAN
SCHEDULE 2022**

Advisory Committee Meetings	Annually or as deemed necessary by Committee
Public Hearings (2)	February 22 and April 5, 2022
Publication of Draft Consolidated Plan and 1 st year Action Plan	March 4 - April 5, 2022
Adoption of Consolidated Plan and Action Plan	April 5, 2022
Submission of Consolidated Plan and Action Plan	May 2022 (or when determined by HUD)

City Council hearings, unless otherwise specified, will be held virtually via zoon and/or in the City Hall Council Chambers at 6:30 p.m.

Citizens' Advisory Committee meetings and/or hearings, unless specified otherwise, will be held virtually via zoom and/or in the Coleman Conference Room in City Hall at 5:30 p.m.



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



Please complete all blanks.

Name: Pat Contreras
(Please Print)

Appointment to: C.D.B.G.
(Name of Board, Commission, or Committee)

☒ Reappointment; or IF NEW, Please provide:

Street Address | [REDACTED]

Mailing Address: Same as Street

Name of Business: Retired Administrator

☐ Own ☐ Operate

Business Address: _____

Telephone: Home [REDACTED]

Work [REDACTED]

FAX _____

E-mail [REDACTED]

City of Porterville resident:

☒ Yes
☐ No

Registered Voter:

☒ Yes
☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

Please tell us why you are interested in this position.

I've been a member of this community for over 30 years and have served Porterville Unified School District as a teacher for 14. I am very interested in continuing to serve my community by participating in the C.D.B.G committee.

☐ Resume attached

☐ Letter of request attached

Submitted By: Pat Contreras 1/13/2022
Date

Received by: _____

Forwarded to: City Clerk ☐ Date: _____
City Council ☐ Date: _____
Staff Liaison ☐ Date: _____

Tentative Council Mtg Date: _____



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



Please complete all blanks.

Name: Douglas Heusdens
(Please Print)

Appointment to: CDBG Citizens Advisory and Housing Opportunity
(Name of Board, Commission, or Committee) Committee

☒ Reappointment; or IF NEW, Please provide:

Street Address: [REDACTED]
Porterville, CA 93257

Mailing Address: [REDACTED]
Porterville, CA 93257

Name of Business: PAAR CENTER / Alcohol Drug Counselor
☐ Own ☐ Operate ☒ Employee

Business Address: [REDACTED]
Porterville, CA 93257

Telephone: Home [REDACTED]

Work [REDACTED]

FAX [REDACTED]

E-mail [REDACTED]

City of Porterville Resident:

☒ Yes

☐ No

Select District:

☐ 1 ☐ 2 ☐ 3

☐ 4 ☐ 5

Registered Voter:

☒ Yes

☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

lifelong resident of Porterville. I have served on this
committee for numerous years. I have a Bachelors in
History and a minor in Political Science. I was formerly
an educator with Porterville Unified School District, and am
currently an alcohol and drug counselor in Porterville at the

Please tell us why you are interested in this position.

PAAR Center.

This grant provides a great deal of opportunity for citizens
of this city. Porterville is my hometown and I love Porterville
and the citizens here. It is important to be involved
in this process.

☐ Resume attached

☐ Letter of request attached

Submitted By: _____

Date

Received by: _____

Forwarded to: City Clerk

☐ Date: _____

City Council

☐ Date: _____

Staff Liaison

☐ Date: _____

Tentative Council Mtg Date: _____



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



Please complete all blanks.

Name: Linda A. Mendez

(Please Print)

Appointment to: CDBG Advisory Committee Re-Appointment
(Name of Board, Commission, or Committee)

X Reappointment; or IF NEW, Please provide:

Street Address:



Porterville, CA 93257

Mailing Address: same as above

Name of Business: Community Services & Employment Training, Inc.

☐ Own ☒ Operate

Business Address:



Telephone: Home



Work



FAX



E-mail



City of Porterville resident:

X Yes

☐ No

Registered Voter:

X Yes

☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

Employed with CSET since 1988 roles and responsibilities: 2013 to present, Compliance Director: Conduct internal monitoring, review and evaluate scope of work and performance outcome, review documentation to ensure staff is complying with contract requirements and procedures, identify best practices and make recommendations for improvement, create evaluation tools; forms and tracking spreadsheets. In 2002 Director of Program Services & Information: overseen Management Information Systems for CSET, maintaining all participant information, ensuring data integrity of the system. In 1995 Youth Development Director: overseen youth services countywide, maintained program budgets, supervised sixty employees, monitored staff to ensure compliance with grant requirements.

Please tell us why you are interested in this position.

Re-appointed to the CDBG Advisory Committee helps me serve as advocate to the community and low- to moderate-income families we represent. My experience and skills will guide me in providing input and recommendations on housing needs, employment and business development.

☐ Resume attached

X Letter of request attached

Submitted By: Linda A. Mendez

Date: 1/06/22

Received by: _____

Forwarded to: City Clerk ☐ Date: _____

City Council ☐ Date: _____

Staff Liaison ☐ Date: _____

Tentative Council Mtg Date: _____



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



Please complete all blanks.

Name: Rebecca Vigil
(Please Print)

Appointment to: CDBG
(Name of Board, Commission, or Committee)

☒ Reappointment; or IF NEW, Please provide:

Street Address:

[REDACTED]

Porterville 93257

Mailing Address:

SAME AS ABOVE

Name of Business:

☐ Own

☐ Operate

Business Address:

Retired

Telephone: Home

[REDACTED]

Work

FAX

E-mail

[REDACTED]

City of Porterville Resident:

☒ Yes

☐ No

Select District:

☐ 1 ☐ 2 ☐ 3

☐ 4 ☐ 5

Registered Voter:

☒ Yes

☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

See Resume

Please tell us why you are interested in this position.

I trust and our Community to work
toward the betterment of the underserve
as well as our youth. This is why I like
to continue to serve on this committee.

☐ Resume attached

☐ Letter of request attached

Submitted By:

Rebecca Vigil

01/13/22

Date

Received by: _____

Forwarded to: City Clerk

☐ Date: _____

City Council

☐ Date: _____

Staff Liaison

☐ Date: _____

Tentative Council Mtg Date: _____



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



Please complete all blanks.

Name: Eriselda G Lizarraga

(Please Print)

Appointment to: CDBG Committee

(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, Please provide:

Street Address:

[REDACTED]

Mailing Address:

[REDACTED]

[REDACTED]

Name of Business:

N/A

☐ Own

☐ Operate

Business Address:

Telephone: Home

[REDACTED]

Work

[REDACTED]

FAX

E-mail

[REDACTED]

City of Porterville resident:

☒ Yes
☐ No

Registered Voter:

☒ Yes
☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

Previous committee member for CDBG. Experience and skills and the ability to communicate with staff and the community. Focus to details commitment and dedication to case load.

Please tell us why you are interested in this position.

I enjoy being part of last committee meetings like being involved with city projects and being able to give feedback and approve or disapprove projects.

☒ Resume attached ☐ Letter of request attached

Submitted By: E. Lizarraga 12/28/2021
Date

Received by: _____

Forwarded to: City Clerk ☐ Date: _____
City Council ☐ Date: _____
Staff Liaison ☐ Date: _____

Tentative Council Mtg Date: _____

Eriselda G Lizarraga



Objective:

Obtain an opportunity to participate and volunteer for CDBG committee member. To be a great asset to the department, by to implementing my strengths and experience in working alongside in all duties. Assist on continuous educating staff, community members with excellence performance through the department.

Education

Kaplan University - 2016 Real State Certificates

Porterville College-2014 Degree Associate in Arts

Porterville FHCN-2011 Medical Assistance Certificate

Porterville Adult School-1996 Diploma

Skills

- Bi-lingual English/Spanish
- Safety Management
- Fostering teamwork
- Communication
- Time Management
- Team player
- Self-development
- Interpersonal Skills
- Responsible-Trustworthy
- Organized

Work Experience

Family HealthCare Network
Porterville, CA

Care Coordinator

October 2020-Present

- Supervise and monitoring patients care responsibilities within the Health Home program ensuring the patient care is maintained and integrated among service providers.
- Oversee and support high ER patients reaching out to patients offering resources and services to reduce ER visits.
- Reporting to the Care Coordinator Manager with implementation of the Health Home Program.
- Support for patient and family members health team, and outside organizations to reduce or eliminate barriers to patient care.

Family HealthCare Network
Porterville, CA

Community Health Representative

July 2004-October 2020

- Responsible for supporting community health team develop recommendations for improvements to the community health system.
- Supervise and monitor community health team to organized hosted events, community events with 30 employees.
- Responsible for assisting supervisor with report programs/grants activities and collecting data.
- Adhering the program objective to ensure successful events.
- Maintains safe and healthy work environment by establishing and enforcing organization standards and adhering to legal regulations.

- Participate in interviewing panel for new hire employees train employees and develop personal growth opportunities.

**Family HealthCare Network
Porterville, CA**

City of Porterville Ambassador

August 2017-2020

- Ribbon cutting ceremonies
- Business after hours networking
- Luncheons and special events
- Attend monthly meetings
- Attend mixers
- Engagement calls
- Involve with the community business

**Olive Elementary School
Porterville, CA**

Council Member-Chairperson

August 2015-2020

- Preside at all meetings of the council
- Perform all duties incident to the office of the chairperson.
- Analyze and evaluate the academic achievement of all students in the school.
- Participate in all local, state and federal reviews of the school's program for compliance and quality.
- Recommend the school plan, including expenditures, timelines and evaluation criteria, as needed.

**Family HealthCare Network
Porterville, CA**

AmeriCorps Supervisor

2014-2016

- Coordinate training and develop activities that will strengthen members' knowledge and skills as a result of their service in the AmeriCorps program.
- Coordinate AmeriCorps Day of Service projects and team building activities to enhance the member service experience. Communicate organizational needs, oversee employees' performance, provide guidance, support, identify development needs, and manage the reciprocal relationship between staff and the organization so that each is successful.
- Evaluate the staff under my supervision and provide feedback and coaching as needed. All evaluation and feedback are reported to my manager.
- Ensure goals and deadline will be completed by all employees annually.



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



Please complete all blanks.

Name: Rebecca Contreras

(Please Print)

Appointment to: C.D.B.G.

(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, Please provide:

Street Address:

[REDACTED]

[REDACTED]

Mailing Address:

Name of Business:

Teacher (Citrus High School)

☐ Own

☐ Operate

Business Address:

[REDACTED]

Telephone: Home

[REDACTED]

Work

[REDACTED]

FAX

E-mail

[REDACTED]

City of Porterville resident:

☒ Yes

☐ No

Registered Voter:

☒ Yes

☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

Please tell us why you are interested in this position.

I have been a member of this community for over 30 years and have worked at Porterville Unified School District for 14. During those years, I have worked at different schools where I have seen different socio economic needs of the students and their parents. For this reason, I'd like to be apart of the C.D.B.G. committee to better serve those families, students, and parents.

☐ Resume attached

☐ Letter of request attached

Submitted By: _____ *Rebecca Cortez* _____ 1/13/2022
Date

Received by: _____

Forwarded to: City Clerk ☐ Date: _____

City Council ☐ Date: _____

Staff Liaison ☐ Date: _____

Tentative Council Mtg Date: _____

Rebecca Contreras

Teacher

[REDACTED]
Porterville CA 93257
[REDACTED]

EXPERIENCE

Citrus High School - *Art & U.S. History*

2018 - Present

- Teaching art to students who need credit recovery, particularly in electives.
- Organized and presented art work for 2 Art Walks pre pandemic which was open to community, family, students, and staff.

Music & Visual Art Team - *Art Teacher*

2013 - 2018

- Taught upper elementary grades as well 3rd Grade and all alternative ed schools in PUSD.
- Visited all 10 elementary schools within 1 week - approximately 4 elementary schools a day & 1 alternative ed school a week or more.
- All students had an opportunity to contribute art work to the annual art show May which was organized by Debbie Wilson and the community.

Miscellaneous

I've been around many community members and seen the needs of students and their families at different locations all around Porterville.



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



Please complete all blanks.

Name: Isabel O/mos
(Please Print)

Appointment to: Community Development Block Grant
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, Please provide:

Street Address: [REDACTED]
Porterville, CA 93257

Mailing Address: Same

Name of Business: N/A
☐ Own ☐ Operate

Business Address: N/A
N/A

Telephone: Home [REDACTED]

Work [REDACTED]

FAX N/A

E-mail [REDACTED]

City of Porterville Resident:

☒ Yes

☐ No

Select District:

☐ 1 ☐ 2 ☐ 3

☐ 4 ☒ 5

Registered Voter:

☒ Yes

☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

NONE Served on SELF Help Board

Please tell us why you are interested in this position.

I Built my home in 1981 - Under
Self Help Enterprise Program -
Sweat Equity with nine Families
Coming From a Farm Labor Back
ground owning your own home is a dream
come true.

☒ Resume attached

☐ Letter of request attached

Submitted By:

Joabel Adams

01/13/92
Date

Received by: _____

Forwarded to: City Clerk

☐ Date: _____

City Council

☐ Date: _____

Staff Liaison

☐ Date: _____

Tentative Council Mtg Date: _____

Community Participation:

- Family Services Board
 - Mariachi Academy Board
 - Partnership Academy of Health Advisory Board
 - Grand Marshall (Cinco De Mayo Parade)
 - Self Help Board of Directors
 - Comision Honorifica Mexicana Americana Inc Board
-
- ❑ Leadership Porterville Class of 2002
 - ❑ St. Anne's Ministerial Society
 - ❑ Alta Vista School - Healthy Start
 - ❑ Head Start Migrant Program Policy Council
 - ❑ The Connect – an Orosi community group
 - ❑ Family Referral, Education and Empowerment Collaborative
 - ❑ Catholic Daughters of America
 - ❑ Part of an organization (was against poverty to start food stamp program in Tulare County and opened a credit union for farm workers).
 - ❑ Worked for El Futuro Credit Union for 27 years empowered members on obtaining credit reports, loans and checking accounts.
 - ❑ Member of Board of Directors at Family HealthCare Network (prior to becoming an employee)
 - ❑ Active Board of Directors - Porterville Coordinating Area Counsel.

Isabel Olmos

Porterville, CA. 93257

Summary

A highly- dedicated, motivated, and independent individual with vast experience working with outreach program dedicated to achieving program objectives and to promote quality of life for children, their parents and the community.

Business Experience

April 1999 to Present

Family HealthCare Network

Community Health Representative

- Coordinate with community-based groups, faith base organizations, health organizations and assist them in planning information and education programs
- Conduct health related educational presentations.
- Educate and assist in the enrollment of patients and community members on the program such as Healthy Families, Medi-Cal Managed Care, AIM (Access for infants and Mothers) Food Stamps
- Trained and supervised "promotoras" (Spanish Speaking) educators.
- Managed and monitored budget for specific programs.
- Plan in regions of the organization's service area through event, community outreach, networking and other marketing activities; developed calendar of hosted and community events to promote network services and provide health information; schedule, coordinated, planned, and executed school presentation, business mixers, open houses events, health fairs, and mobile units.
- Tracked events attendance and services provided for grants and community benefit reports.
- Develop recommendations, identified by community groups for improvement of the health care delivery systems in the communities.
- Gather general health information to include specific aspects: culture, occupation, environment, behaviors, and migration.
- Facilitate/ Coordinate referrals to mental health services and programs as appropriate.

EXPERIENCE

January 1993 to March 1999

El Futuro Credit Union

Loan Officer

- Interview members on loan documentation, run Credit Reports, process Credit Applications, Small Claims, repo

- autos,
- Provided administrative support of office manager and professional staff.
- Provide members customer service and appointment scheduling
- Answer telephone and respond to inquiries according to established policies for release of information answer questions on Blue Book value, and or garnish wages on Small Claims cases.
- Analyze and determine appropriate auto insurances.
- Review delinquency list and prepare reports to managers and Board of Directors.

January 1984 to January 1993

Food Stamp Administrator for Tulare County

Food Stamp Coordinator

- Administered Food Stamps for Tulare County: Porterville, Tulare, Visalia, and Lindsay.
Supervised 10 Employees
- Ordered Food Stamps for all sites.
- Payroll
- Bank deposits



A Nonprofit Housing and Community Development Organization

February 4, 2019

Ms. Isabel Olmos
[REDACTED]

Porterville, CA 93257

Dear Isabel:

On behalf of the Board of Directors and staff of Self-Help Enterprises, I want to convey to you our appreciation for your time, dedication and commitment to the work of Self-Help Enterprises through your service on the SHE Board of Directors.

I always appreciated your thoughtfulness and your unwavering concern for the people and communities our organization serves. You brought a unique and important perspective to the Board. Your guidance was an important part of the work we do to help improve the lives of low-income residents throughout the San Joaquin Valley.

On a personal note, I hope you know how much I appreciated your support as I moved into the role of CEO of the organization. Your confidence in me helped ease the transition and I am deeply grateful.

Isabel, while we will miss you on the Board, I know you will continue to serve your community and that our paths will cross now and then. Thank you again for all you have done for SHE.

Sincerely,

Thomas J. Collishaw
President/CEO

*Thanks for
everything!*



CITY COUNCIL AGENDA – FEBRUARY 1, 2022

SUBJECT: Approval of Caltrans Standard Encroachment Permit Application for Installation of Fire Captain Ramon Figueroa and Firefighter Patrick Jones Memorial Highway Signs on State Route 65

SOURCE: City Manager's Office

COMMENT: State Concurrent Resolution No. 14 was filed with the Secretary of State on July 16, 2021, which was authored by Senator Melissa Hurtado, that would designate specific portions of State Route 65 as the Fire Captain Ramon Figueroa and Firefighter Patrick Jones Memorial Highway. The designated specific portions of State Route 65 would be between postmile 16.130 and 20.880, generally the section between Teapot Dome Avenue to the south and Pioneer Avenue to the north.

Both the families of Fire Captain Figueroa and Firefighter Jones were consulted on the preferred Memorial Highway signage. In support of the Memorial Highway designation, KRC Safety Company, Inc has generously donated the cost of having the signs made and their installation as an authorized contractor, which requires the City Council's approval of Caltrans Standard Encroachment Permit Application. According to the terms of the Permit, the City would be financially responsible for the maintenance of the signs should they become damaged or in need of replacement. Caltrans has designated both southbound and northbound signage locations based upon their traffic safety assessment.

Upon approval of the Permit and production of the signs, a City dedication ceremony will be planned at a future date yet to be determined.

RECOMMENDATION: That the City Council approve the Caltrans Standard Encroachment Permit Application for the installation of Fire Captain Ramon Figueroa and Firefighter Patrick Jones Memorial Highway signs at locations designated by Caltrans on State Route 65, including the City's perpetual maintenance responsibility for the signs.

ATTACHMENTS:

1. Caltrans Standard Encroachment Permit Application
2. Fire Captain Ramon Figueroa and Firefighter Patrick Jones Memorial Highway Signage
3. State Senate Concurrent Resolution No. 14

Appropriated/Funded:

Review By:

Department Director:
John Lollis, City Manager

Final Approver: John Lollis, City Manager

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

Complete ALL fields, write "N/A" if not applicable. Type or print clearly.

This application is not complete until all requirements have been approved.

Permission is requested to encroach on the State Highway right-of-way as follows:

1. COUNTY Tul		2. ROUTE 65	3. POST MILE 16.1/20.9	FOR CALTRANS USE TRACKING NO. DIST/CO/RTE/PM SIMPLEX STAMP DATE OF SIMPLEX STAMP
4. ADDRESS OR STREET NAME State Highway 65		5. CITY Porterville		
6. CROSS STREET (Distance and direction from project site) Teapot Dome Rd to Pioneer Ave				
7. WORK TO BE PERFORMED BY ☐ APPLICANT ☒ CONTRACTOR		8. IS THIS APPLICATION FOR THE CONTRACTOR'S (DOUBLE) PERMIT? ☒ NO ☐ YES. If "YES", provide the Parent Permit Number		
9. ESTIMATE START DATE Jan 1, 2022		10. ESTIMATED COMPLETION DATE Dec 31, 2022		
11. ESTIMATED NUMBER OF WORKING DAYS WITHIN STATE HIGHWAY RIGHT-OF-WAY 2				
12. ESTIMATED CONSTRUCTION COSTS WITHIN STATE HIGHWAY RIGHT-OF-WAY \$10,000				
13. HAS THE PROJECT BEEN REVIEWED BY ANOTHER CALTRANS BRANCH? ☐ NO ☒ YES. If "YES", which branch? Nicolas Esquivel, D6 Sign Coordinator				
14. FUNDING SOURCE(S) ☐ FEDERAL ☐ STATE ☐ LOCAL ☒ PRIVATE ☐ SB 1 (ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017)				
15. CALTRANS PROJECT CODE (ID)		16. APPLICANT'S REFERENCE / UTILITY WORK ORDER NUMBER		

17. DESCRIBE WORK TO BE DONE WITHIN STATE HIGHWAY RIGHT-OF-WAY (in 20 lines or less)

Attach 6 complete sets of plans (folded to 8.5" x 11") and any applicable specifications, calculations, maps, traffic control plans, etc.

Maintain two roadside signs approximately 11 ft long by 4 ft tall in the median. Signs will be mounted on wood posts within soil.

Exact locations to be determined by District 6 Sign Coordinator.

Actual installation will be performed conforming to Caltrans Standard Plans by private contractor under their own biennial permit.

Work is related to State Legislation SCR 14, Chapter 82, July 16, 2021 designating the portion of California State Highway Route 65 in the County of Tulare, between postmile 16.130 and postmile 20.880, as the Fire Captain Ramon Figueroa and Firefighter Patrick Jones Memorial Highway.

18 (a). PORTION OF STATE HIGHWAY RIGHT-OF-WAY WHERE WORK IS BEING PROPOSED (check all that apply)

☐ Traffic lane ☐ Shoulder ☐ Sidewalk ☒ Median ☐ At or near an intersection ☐ Mobile work☒ Outside of the shoulder, > 6 feet from edge of pavement ☐ Other _____

18 (b). PROPOSED TRAFFIC CONTROL PLANS AND METHOD

☒ No traffic control needed ☐ State Standard Plans (T-Sheets) # _____☐ Project specific Traffic Control Plans included ☐ To be submitted by contractor

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

TRACKING NO.

19. EXCAVATION	MAX. DEPTH (in) 72	MIN. DEPTH (in) 48	AVG. WIDTH (in) 12	LENGTH (ft) 9	SURFACE TYPE (e.g. Asphalt, concrete, soil, etc.) soil
20. PIPES	PRODUCT BEING TRANSPORTED none		CARRIER PIPE DIAMETER _____ (in.) MATERIAL _____		CASING PIPE DIAMETER _____ (in.) MATERIAL _____
PROPOSED INSTALLATION METHOD (e.g. HDD, Bore & Jack, Open Cut, etc.)					VOLTAGE / PSIG

DOES THE PROPOSED PROJECT INVOLVE THE REPLACEMENT AND/OR ABANDONMENT OF AN EXISTING FACILITY?

☒ NO ☐ YES. If "YES", provide a description _____

21. IS A CITY, COUNTY OR OTHER PUBLIC AGENCY INVOLVED IN THE APPROVAL OF THIS PROJECT?

☐ YES (if "YES", check the type of project AND attach the environmental documentation and conditions of approval)☐ COMMERCIAL DEVELOPMENT ☐ BUILDING ☐ GRADING ☐ OTHER _____☐ CATEGORICALLY EXEMPT ☐ NEGATIVE DECLARATION ☐ ENVIRONMENTAL IMPACT REPORT ☐ OTHER _____☒ NO (if "NO", check the category below which best describes the project AND answer questions A-K)☐ DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION,
MAINTENANCE OR RESURFACING☐ FENCE ☐ EROSION CONTROL☐ PUBLIC UTILITY MODIFICATION, EXTENSIONS, HOOKUPS☐ MAILBOX ☐ LANDSCAPING☒ FLAGS, SIGNS, BANNERS, DECORATIONS, PARADES AND CELEBRATIONS ☐ OTHER foot access**The following questions must be answered when a City, County or other public agency IS NOT involved in the approval of this project.**

Your answers to these questions will assist Caltrans staff in identifying any physical, biological, social or economic resources that may be affected by your proposed project within State Highway right-of-way and to determine which type of environmental studies may be required to approve your application for an encroachment permit. It is the applicant's responsibility for the production of all required environmental documentation and supporting studies and in some cases this may be costly and time consuming. If possible, attach photographs of the location of the proposed project. Answer these questions to the best of your ability. Provide a description of any "YES" answers (type, name, number, etc.).

A. Will any existing vegetation and/or landscaping within State Highway right-of-way be disturbed?

minimal disturbed possible by foot traffic

B. Are there waterways (e.g. river, creek, pond, natural pool or dry streambed) adjacent to or within the limits of the proposed project?

no

C. Is the proposed project located within five miles of the coast line?

no

D. Will the proposed project generate construction noise levels greater than 86 decibels (dBA) (e.g. Jack-hammering, pile driving)?

no

E. Will the proposed project incorporate land from a public park, recreation area or wildlife refuge open to the public?

on

F. Are there any recreational trails or paths within the limits of the proposed project?

no

G. Will the proposed project impact any structures, buildings, rail lines or bridges within State Highway right-of-way?

no

H. Will the proposed project impact access to any businesses or residences?

no

I. Will the proposed project impact any existing public utilities or public services?

no

J. Will the proposed project impact any existing pedestrian facilities, such as sidewalks, crosswalks or overcrossings?

no

K. Will new lighting be constructed within or adjacent to State Highway right-of-way?

no

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

TRACKING NO.

22. Will the proposed project cause a substantial change in the significance of a historical resource (45 years or older), or cultural resource? ☐ YES ☒ NO (if "YES", provide a description)
23. Will the proposed project be on an existing State Highway or street where the activity involves removal of a scenic resource? (e.g. A significant tree or stand of trees, a rock outcropping or a historic building) ☐ YES ☒ NO (if "YES", provide a description)
24. Is work being done on the applicant's property in addition to State Highway right-of-way? ☐ YES ☒ NO
(If "YES", attach 6 complete sets of site and grading plans)
25. Will the proposed project require the disturbance of soil? ☒ YES ☐ NO
If "YES", estimate the area of disturbed soil within State Highway right-of-way in acres: <0.1 acre
and estimate the area of disturbed soil outside State Highway right-of-way in acres: 0.0
26. Will the proposed project require dewatering? ☐ YES ☒ NO
If "YES", estimate Total gallons AND gallons/month. _____ (Total gallons) AND _____ (gallons/month)
SOURCE*: ☐ STORMWATER ☐ NON-STORMWATER
(*See Caltrans SWMP for definition of non-storm water discharge: <http://www.dot.ca.gov/env/stormwater/>)
27. How will any storm water or ground water be disposed?
☐ Storm Drain System ☐ Combined Sewer / Stormwater System ☐ Stormwater Retention Basin ☒ N/A
☐ Other (explain) _____

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

TRACKING NO.

READ THE FOLLOWING CLAUSES PRIOR TO SIGNING THIS ENCROACHMENT PERMIT APPLICATION.

The applicant's submission of this application to the California Department of Transportation constitutes the applicant's agreement and representation that the work or other activity contemplated by the encroachment permit application shall comply with all applicable standards, specifications, policies, requirements, conditions, and regulations of the California Department of Transportation, and the applicant understands the application may be denied if there is non-compliance with any of the above. An exception process exists and may result in approval of a non-compliant encroachment, in the discretion of the California Department of Transportation, but the exception process may require additional time to complete. The applicant understands and agrees all work or other activity contemplated by the encroachment permit application is subject to inspection and oversight by the California Department of Transportation. The applicant understands and agrees encroachment permit fees must still be paid if an application is withdrawn or denied. The applicant understands a denial may be appealed, in accordance with California Streets and Highways Code, Section 671.5, and the related regulations found in California Code of Regulations, Title 21, Division 2, Chapter 8, Article 2.

The applicant understands and agrees that immediately upon issuance of the encroachment permit the applicant is bound by, subject to, and must comply with the "Encroachment Permit General Provisions" (TR-0045), "Stormwater Special Provisions" (TR-0400) and any other applicable Special Provisions and Conditions of the encroachment permit. The "Encroachment Permit General Provisions" (TR-0045), and the Stormwater Special Provisions (TR-0400) are available at: [http://www.dot.ca.gov/trafficops/ep/docs/Appendix_K_\(WEB\).pdf](http://www.dot.ca.gov/trafficops/ep/docs/Appendix_K_(WEB).pdf). If a paper copy is needed of the "Encroachment Permit General Provisions" (TR-0045) and/or "Stormwater Special Provisions" (TR-0400), please contact the District Office of Encroachment Permits. Their contact information is available at: [http://www.dot.ca.gov/trafficops/ep/docs/Appendix_G_\(WEB\).pdf](http://www.dot.ca.gov/trafficops/ep/docs/Appendix_G_(WEB).pdf). The "Encroachment Permit General Provisions" (TR-0045) and any other applicable Special Provisions and Conditions will be provided as part of the encroachment permit. Information about Stormwater requirements is available at the Internet address: <http://www.dot.ca.gov/hq/construc/stormwater/>.

The applicant understands an encroachment permit may be denied, revoked, and/or a bond may be required, for non-payment of prior or present encroachment permit fees. An encroachment permit is not a property right and does not transfer with the property to a new owner. Each of the persons purporting to execute this application on behalf of the applicant and/or on behalf of the applicant's authorized agent or engineer represents and warrants such person has full and complete legal authority to do so and to thereby bind applicant to the terms and conditions herein and to the terms and/or conditions of the encroachment permit. Applicant understands and agrees this application may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of this application and/or its counterparts may be reproduced and/or exchanged by copy machine, mailing, facsimile, or electronic means (such as e-mail), and such copies shall be deemed to be effective as originals.

28. NAME OF APPLICANT (Project or Property Owner or Organization)

ADDRESS OF APPLICANT (Include City, State and Zip Code)

E-MAIL ADDRESS

PHONE NUMBER

FAX NUMBER

29. NAME OF AUTHORIZED AGENT / ENGINEER

(A "Letter of Authorization" is required if different from #28)

IS A LETTER OF AUTHORIZATION ATTACHED?

☐ YES ☐ NO

ADDRESS OF AUTHORIZED AGENT / ENGINEER (Include City, State and Zip Code)

E-MAIL ADDRESS

PHONE NUMBER

FAX NUMBER

30. NAME OF BILLING CONTACT (Same as #28 ☐ Same as #29 ☐)

BILLING ADDRESS WHERE INVOICE(S) IS / ARE TO BE MAILED (Include City, State and Zip Code)

E-MAIL ADDRESS

PHONE NUMBER

FAX NUMBER

* I hereby certify under penalty of perjury under the laws of the State of California that the information in this application and any document submitted with or in support of this application are true and correct to the best of my knowledge and belief, and that copies of any documents submitted with or in support of this application are true and correct copies of unaltered original documents. I further understand that if I have provided information that is false, intentionally incomplete, or misleading I may be charged with a crime and subjected to fine or imprisonment, or both fine and imprisonment. (Penal Code Section 72)

31. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT*

32. PRINT OR TYPE NAME

33. TITLE

34. DATE

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

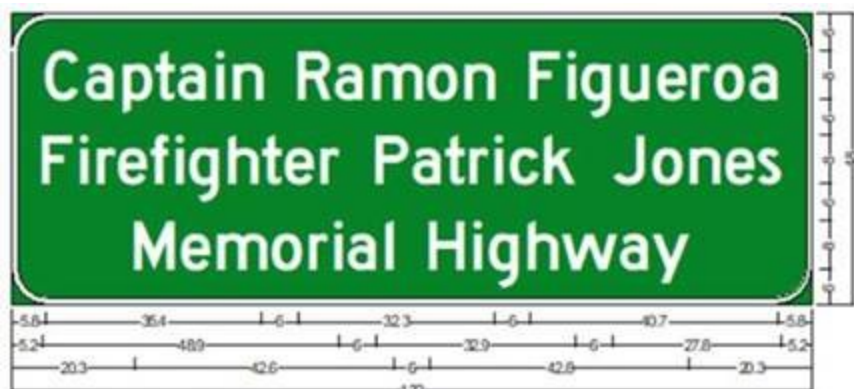
INSTRUCTIONS

Complete ALL fields, write "N/A" if not applicable. Type or print clearly. All dimensions must be in U.S. Customary (English) units.

Print your application single sided and submit all of the required attachments (See Section VII A&B of the "Encroachment Permit Application Guide Booklet" found at: http://www.dot.ca.gov/trafficops/ep/docs/EP_Application_Guide_Booklet.pdf).

1. County (e.g. Fresno, San Francisco, Los Angeles, etc.)
2. State Highway Route Number (e.g. I-5, SR-99, etc.)
3. Highway Postmile: (location of work, see <https://postmile.dot.ca.gov/>)
If unable to determine, contact the appropriate District Encroachment Permits Office for assistance at: [http://www.dot.ca.gov/trafficops/ep/docs/Appendix_G_\(WEB\).pdf](http://www.dot.ca.gov/trafficops/ep/docs/Appendix_G_(WEB).pdf)
4. Address of project site (if the property has a physical address with a Number and Street/Road Name)
5. City (e.g. Sacramento, Redding, Irvine, etc.)
6. Distance and the direction from the nearest cross street to the project site (e.g. 500 ft. north of "C" Street).
7. Indicate whether the work will be performed by the applicant (your own forces) or by a contractor.
8. Indicate if you are applying for a "Contractor's (Double) Permit" and provide the "Parent Permit Number".
9. Estimated start date for the proposed work. (Allow a minimum of 60 calendar days from the submittal date of your application for processing)
10. Estimated completion date for the proposed work.
11. Estimated number of working days within State Highway right-of-way.
12. Estimated construction costs for all work to be done within State Highway right-of-way.
13. Has another Caltrans' branch seen or reviewed your project? Which branch? (e.g. Design, Project Management, Right-of-Way, Environmental, etc.)
14. Identify funding source(s) for the proposed work.
15. Caltrans' Project Code (ID) if this is a State project, capital project, or joint venture project.
16. Your company's reference number or utility work order number for this project.
17. Describe the proposed work to be done entirely. If applicable, attach six (6) complete sets of FOLDED plans (folded 8-½" X 11") and any applicable specifications, calculations, maps, etc.
18. (a) Identify portion(s) of State right-of-way where work will occur and (b) proposed traffic control plans to be used if any.
19. Maximum and minimum depth, average width, and length of the excavation area. Existing surface type (e.g. Asphalt, concrete, soil, etc.)
20. Product being transported (e.g. water, natural gas, etc.)
Carrier pipe, diameter (inches) and material (e.g. Steel, HDPE, etc.)
Casing pipe (if any), diameter and material Proposed installation method, Voltage of electrical current or pressure of liquid or gas.
21. Check "YES", if you are getting a permit or approval from another agency (City, County, etc.), and an environmental determination has been made. Then check the Categorically Exempt, Negative Declaration, Environmental Impact Report box or Other if one has been prepared. Attach a copy of the approved document and a copy of the Notice of Determination. Skip questions A-K.

If you checked "NO", check the box of the appropriate type of work to be done, or check "other" and fill in the type of work to be done. Also answer questions A-K.
22. A Historical Resource includes, but is not limited to, any object, building, structure, site, area, place, record, or manuscript that has historical or archaeological significance, or significance in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California.
23. In this context a Scenic Resource includes, but is not limited to, trees that display outstanding features of form or age; unique, massive rock formations; historic buildings that are rare examples of their period, style, design, or which have special architectural features and details of importance.
24. Is there any work being done on the applicant's property?
25. Indicate if the proposed project will require the disturbance of soil. If "YES," estimate the area within AND outside of State Highway right-of-way in acres.
26. Indicate if the proposed project will require dewatering. If "YES," estimate volume in total gallons AND gallons per month. Also indicate the source: Stormwater or Non-Stormwater (see Caltrans Stormwater Management Plan for definitions of non-stormwater discharge at: <http://www.dot.ca.gov/hq/env/stormwater>).
27. Indicate how any stormwater or ground water will be disposed of from or near the limits of the proposed project.
28. Name of the applicant or organization applying for the permit. List the mailing address, e-mail address, phone and fax numbers.
29. Name of the authorized agent or engineer acting on behalf of the applicant or organization. Attach a letter of authorization signed by the applicant or organization. List the mailing address, e-mail address, phone and fax numbers.
30. Name of the billing contact. List the mailing address where invoices are to be mailed, email address, phone and fax numbers.
31. Signature of the applicant or applicant's authorized agent.
32. Name of the applicant or applicant's authorized agent.
33. Title (owner, president, etc.) of the applicant or applicant's authorized agent.
34. Date of the signature.



60" Radius, 1.0" Border, White on Green
 "Captain Ramon Figueroa", D 2K; "Firefighter Patrick Jones", D 2K; "Memorial Highway", D 2K

Senate Concurrent Resolution No. 14

CHAPTER 82

Relative to the Fire Captain Ramon Figueroa and Firefighter Patrick Jones Memorial Highway.

[Filed with Secretary of State July 16, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

SCR 14, Hurtado. Fire Captain Ramon Figueroa and Firefighter Patrick Jones Memorial Highway.

This measure would designate a specified portion of State Route 65 in the County of Tulare as the Fire Captain Ramon Figueroa and Firefighter Patrick Jones Memorial Highway. The measure would request that the Department of Transportation determine the cost of appropriate signs showing this special designation and, upon receiving donations from nonstate sources covering that cost, erect those signs.

Fiscal Committee: yes

WHEREAS, Ramon "Ray" Figueroa, Captain for the Porterville City Fire Department, was born January 3, 1985, and received his last alarm on February 18, 2020, at the young age of 35; and

WHEREAS, Ray Figueroa was born and raised in Delano, where he graduated from Delano High School in 2003, and later attended Porterville College, at which he completed the Fire Academy and graduated in 2006; and

WHEREAS, Ray Figueroa began his firefighting career by volunteering with the Lindsay Fire Department in 2005 until he was hired by the Porterville City Fire Department as a Firefighter in 2007; and

WHEREAS, After many years of hard work and training, Firefighter Ray Figueroa was promoted to the rank of Fire Engineer in 2016, and was promoted to Fire Captain from Lieutenant and assigned to Station 71 in 2018; and

WHEREAS, Fire Captain Ray Figueroa was part of the arson investigation unit and was committed to providing prompt, quality service to the Porterville Community; and

WHEREAS, Fire Captain Ray Figueroa was known for the love of his job and mentoring his crew, and it was common to hear him say, "My men, the mission, then me"; and

WHEREAS, Ray was a devoted and loving father to his two children, and he enjoyed many outdoor adventures, offering his handyman skills to others, spending time with his family, and creating many lifelong friendships; and

WHEREAS, Ray Figueroa was a lifelong learner and strived to leave a legacy of hard work and determination; and

WHEREAS, Patrick Jones, Firefighter for the Porterville City Fire Department, was born on March 16, 1994, and received his last alarm on February 18, 2020, at the young age of 25; and

WHEREAS, Patrick Jones was raised in Visalia, California, where he attended Grace Christian Elementary and La Joya Middle School, before graduating from El Diamante High School; and

WHEREAS, Patrick later attended Porterville College, at which he completed the Fire Academy and worked closer to his dream of becoming a full-time firefighter; and

WHEREAS, Patrick Jones began his firefighting career in 2014 as a Reserve Firefighter for the City of Porterville, and was hired as a full-time firefighter in 2017; and

WHEREAS, Patrick was relentless when it came to firefighting, and he attended numerous trainings and received several certifications following his acceptance of a position with the Porterville City Fire Department; and

WHEREAS, Firefighter Patrick Jones wanted to be the best he possibly could be to support his brothers—he never wanted to let them down; and

WHEREAS, In addition to being a dedicated firefighter, Patrick Jones was a loving son, a protective little brother, a doting fiancé, and a loyal friend; and

WHEREAS, Patrick was known for his infectious positive attitude, work ethic, and dedication to serving the community; now, therefore, be it

Resolved by the Senate of the State of California, the Assembly thereof concurring, That the Legislature hereby designates the portion of California State Highway Route 65 in the County of Tulare, between postmile 16.130 and postmile 20.880, as the Fire Captain Ramon Figueroa and Firefighter Patrick Jones Memorial Highway; and be it further

Resolved, That the Department of Transportation is requested to determine the cost of appropriate signs consistent with the signing requirements for the state highway system showing this special designation and, upon receiving donations from nonstate sources sufficient to cover the cost of the signs for which the donations were made, to erect those signs; and be it further

Resolved, That the Secretary of the Senate transmit copies of this resolution to the Director of Transportation and to the author for appropriate distribution.



CITY COUNCIL AGENDA – FEBRUARY 1, 2022

SUBJECT: Financial Status Reports

SOURCE: Finance

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

In accordance with Council Minute Order No. 10-011607, the financial status reports for the quarter ending December 31, 2021, are submitted.

RECOMMENDATION: That the City Council accept the Financial Status Reports as presented.

ATTACHMENTS: 1. Quarterly Financial Status Reports as of December 31, 2021

Appropriated/Funded:

Review By:

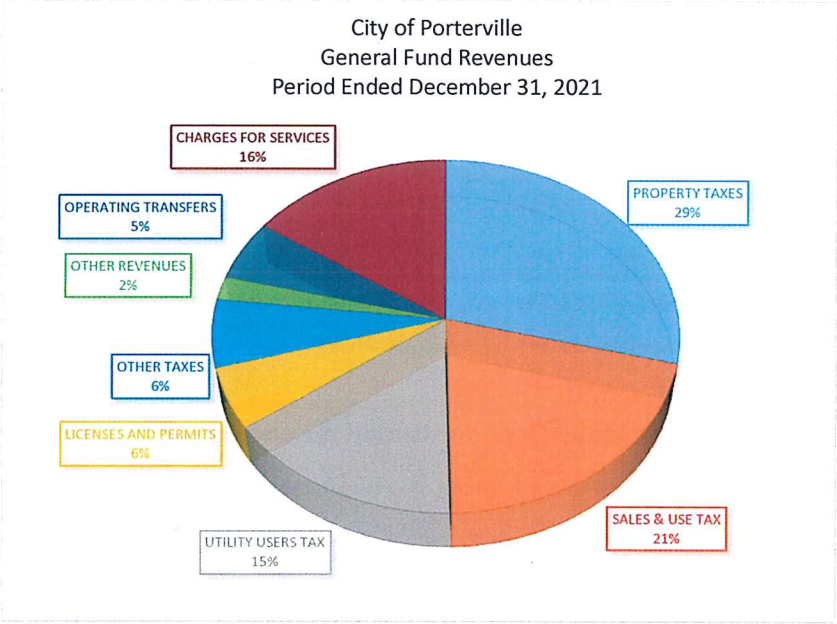
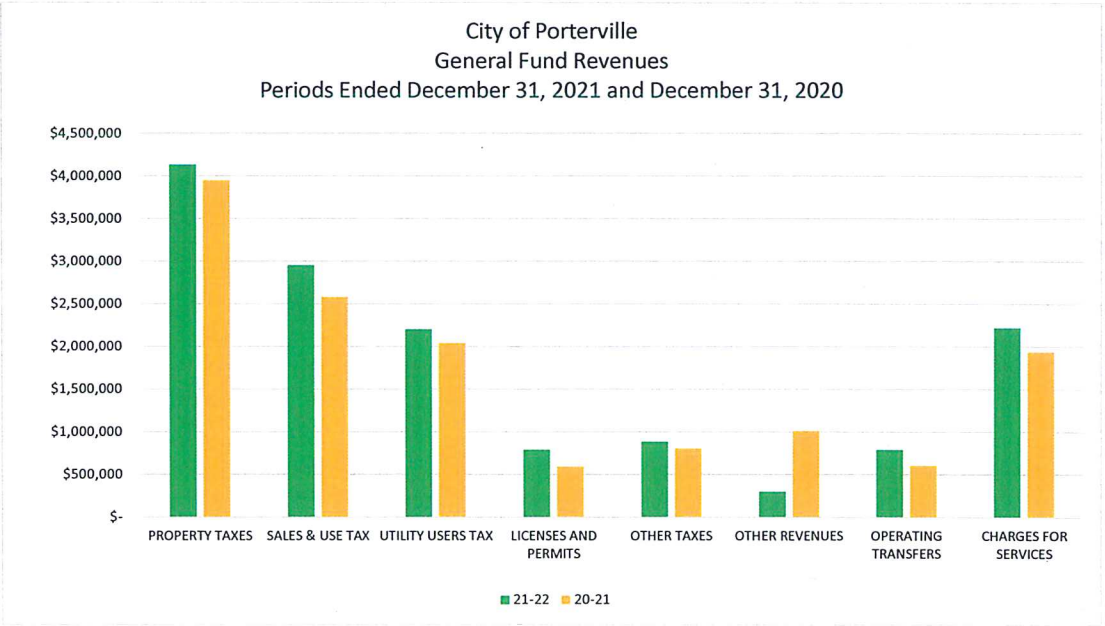
Department Director:

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

**REVENUE STATUS REPORT - GENERAL FUND
FOR THE PERIODS ENDED
DECEMBER 31, 2021 AND DECEMBER 31, 2020**

REVENUE SOURCE	2021-2022 ESTIMATED REVENUE	2021-2022 YEAR-TO-DATE REVENUE	% OF ESTIMATE	2020-2021 ESTIMATED REVENUE	2020-2021 YEAR-TO-DATE REVENUE	% OF ESTIMATE
PROPERTY TAXES	\$ 8,083,000	\$ 4,133,481	51.14%	\$ 7,697,000	\$ 3,952,873	51.36%
OTHER TAXES:						
SALES AND USE TAX	6,771,812	2,766,139	40.85%	5,500,000	2,467,554	44.86%
UTILITY USERS TAX	4,000,000	2,201,275	55.03%	3,700,000	2,042,321	55.20%
TRANSIENT OCCUPANCY TAX	575,000	248,289	43.18%	400,000	208,263	52.07%
PROPERTY TRANSFER TAX	105,000	82,091	78.18%	97,000	44,409	45.78%
FRANCHISE TAX	1,651,134	555,273	33.63%	1,631,134	553,971	33.96%
SALES TAX - PUBLIC SAFETY	260,000	187,311	72.04%	260,000	114,635	44.09%
LICENSES AND PERMITS:						
BUSINESS AND OTHER LICENSES	437,100	299,914	68.61%	414,300	212,959	51.40%
CONSTRUCTION PERMITS	620,000	490,833	79.17%	575,000	377,123	65.59%
REVENUE FROM AGENCIES-TAXES:						
VEHICLE LICENSE FEES	43,000	-		48,000	-	
SALES TAX, MEASURE R	100,000	-		100,000	-	
OTHER TAXES	24,000	-		24,000	-	
REVENUE FROM AGENCIES-GRANTS	155,000	35,608	22.97%	287,514	763,468	265.54%
USE OF MONEY AND PROPERTY	397,414	196,703	49.50%	382,000	199,198	52.15%
FINES AND FORFEITURES	22,200	22,378	100.80%	26,200	12,808	48.88%
CHARGES FOR SERVICES:						
PLANNING AND ENGINEERING	123,500	51,549	41.74%	160,000	103,456	64.66%
POLICE	363,000	104,218	28.71%	411,000	79,497	19.34%
FIRE	26,500	115,953	437.56%	59,000	34,170	57.91%
LIBRARY	10,000	72	0.72%	10,000	94	0.94%
RECREATIONAL	1,931,000	536,617	27.79%	2,540,300	337,141	13.27%
INTERDEPARTMENTAL	2,400,000	1,372,712	57.20%	2,350,000	1,364,797	58.08%
OTHER	21,590	39,289	181.98%	34,090	19,876	58.30%
OTHER REVENUES	59,000	45,065	76.38%	85,500	36,889	43.15%
SUBTOTALS	\$ 28,179,250	\$ 13,484,770	47.85%	\$ 26,792,038	\$ 12,925,500	48.24%
OPERATING TRANSFERS	1,254,945	509,961	40.64%	1,213,558	453,489	37.37%
DEBT SERVICE TRANSFERS	244,828	140,105	57.23%	223,889	155,152	69.30%
TOTALS	\$ 29,679,023	\$ 14,134,836	47.63%	\$ 28,229,485	\$ 13,534,140	47.94%
INSURANCE PROCEEDS - LIBRARY (RESTRICTED)		\$ -			4,853,082	

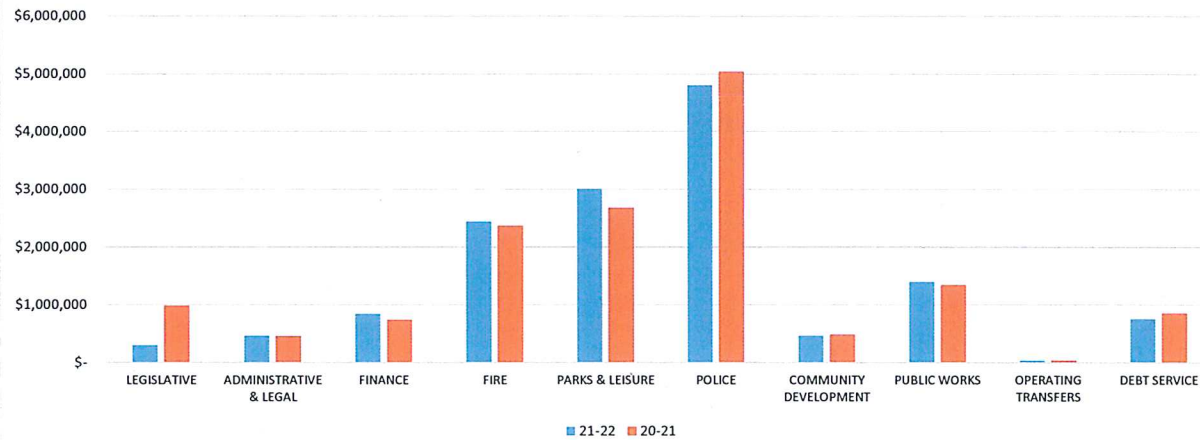


CITY OF PORTERVILLE

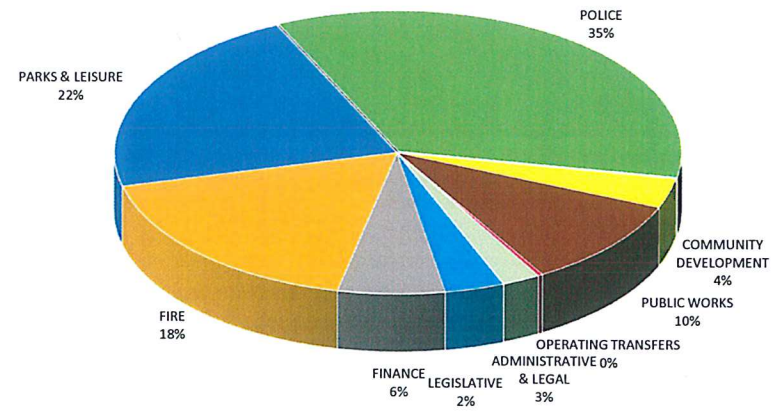
**EXPENDITURE STATUS REPORT - GENERAL FUND
FOR THE PERIODS ENDED
DECEMBER 31, 2021 AND DECEMBER 31, 2020**

	2021-2022 AMENDED APPROP	2021-2022 YEAR-TO-DATE EXPEND	% OF APPROP	2020-2021 AMENDED APPROP	2020-2021 YEAR-TO-DATE EXPEND	% OF APPROP
LEGISLATIVE:						
CITY COUNCIL	\$ 417,917	\$ 46,211	11.1%	\$ 222,917	\$ 60,014	26.9%
COMMUNITY PROMOTION	269,920	139,127	51.5%	268,955	74,359	27.6%
EMERGENCY - LIBRARY	580,000	115,539	-	-	333,721	-
EMERGENCY - COVID 19	-	-	-	-	517,732	-
ADMINISTRATIVE & LEGAL:						
CITY MANAGER	338,118	162,164	48.0%	327,263	153,908	47.0%
CITY CLERK	230,830	103,218	44.7%	270,708	87,771	32.4%
HUMAN RESOURCES	308,868	152,475	49.4%	292,017	165,383	56.6%
CITY ATTORNEY	225,000	50,453	22.4%	225,000	45,752	20.3%
FINANCE:						
FINANCE & ACCOUNTING	957,538	452,030	47.2%	887,389	389,006	43.8%
INFORMATION SERVICES	523,625	272,052	52.0%	505,518	205,121	40.6%
ADMINISTRATIVE SERVICES	337,510	120,523	35.7%	334,828	144,513	43.2%
POLICE PROTECTION	11,023,315	4,803,729	43.6%	11,167,031	5,032,924	45.1%
FIRE PROTECTION	4,078,865	2,442,024	59.9%	4,337,124	2,367,536	54.6%
COMMUNITY DEVELOPMENT:						
PLANNING & ZONING	685,514	310,670	45.3%	752,232	337,576	44.9%
ECONOMIC DEVELOPMENT	397,139	158,008	39.8%	489,407	147,891	30.2%
PUBLIC WORKS:						
ENGINEERING & BUILDING	1,553,852	742,860	47.8%	1,398,365	743,298	53.2%
STREET MAINTENANCE	517,194	252,480	48.8%	488,720	207,749	42.5%
SIGNALS, SIGNING & STRIPING	319,000	104,360	32.7%	344,010	114,150	33.2%
STREET LIGHTING	537,552	201,663	37.5%	513,563	222,182	43.3%
STORM DRAINS	90,343	66,581	73.7%	87,977	26,201	29.8%
PARKING LOTS	64,552	29,098	45.1%	58,398	28,352	48.5%
PARKS & LEISURE:						
PARK MAINTENANCE & OPERATION	2,472,875	1,316,024	53.2%	2,540,373	1,078,923	42.5%
STREET TREES & PARKWAYS	251,710	101,751	40.4%	237,893	99,887	42.0%
COMMUNITY CENTERS	100,000	(5,520)	-5.5%	131,425	5,100	3.9%
LEISURE SERVICES	349,023	180,542	51.7%	318,032	177,997	56.0%
LEISURE SERVICES - SPECIAL PROG	2,933,915	1,050,712	35.8%	2,488,308	904,060	36.3%
SWIMMING POOL	173,950	102,100	58.7%	166,325	74,282	44.7%
LIBRARY OPERATIONS	811,451	253,477	31.2%	869,013	332,602	38.3%
SPECIAL PROJECTS	24,775	7,554	30.5%	24,855	10,179	41.0%
SUB TOTALS	30,574,351	13,731,905	44.9%	29,747,646	14,088,168	47.4%
OPERATING TRANSFERS	79,000	34,500	43.7%	79,000	34,500	43.7%
DEBT SERVICE	1,634,345	758,131	46.4%	1,674,185	856,809	51.2%
	<u>\$ 32,287,696</u>	<u>\$ 14,524,536</u>	45.0%	<u>\$ 31,500,831</u>	<u>\$ 14,979,476</u>	47.6%

City of Porterville
General Fund Expenditures
Periods Ended December 31, 2021 and December 31, 2020



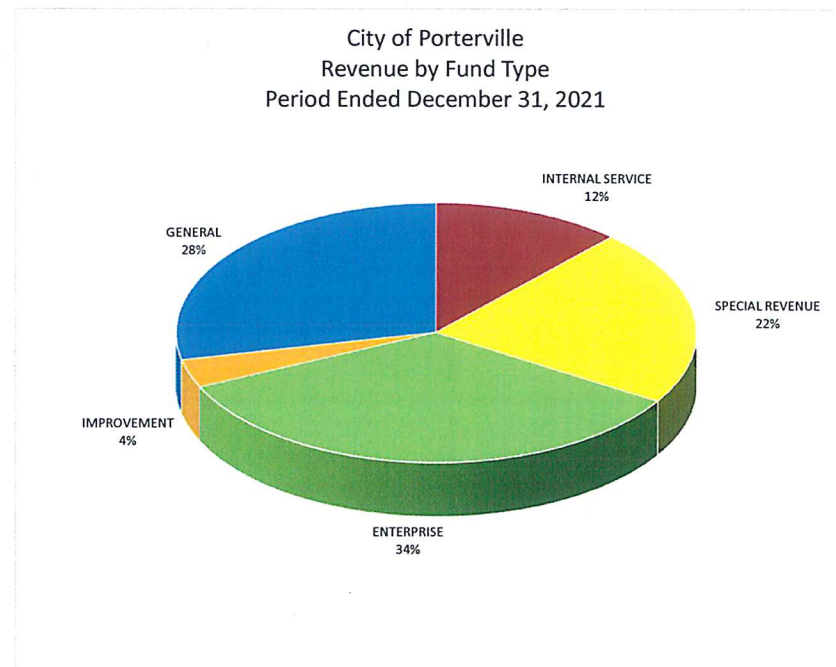
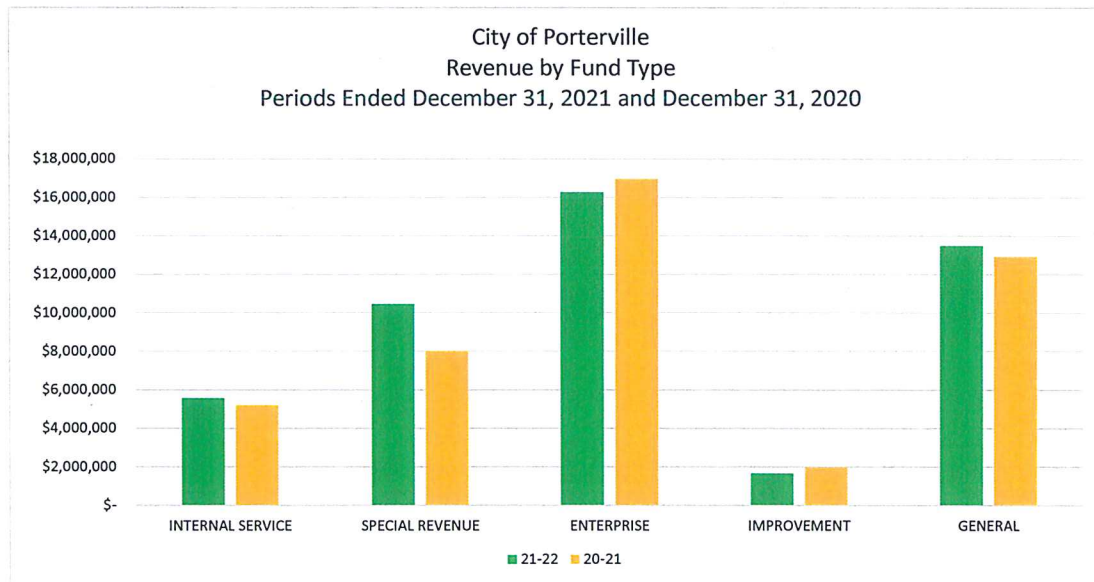
City of Porterville
General Fund Expenditures
Period Ended December 31, 2021



CITY OF PORTERVILLE

**REVENUE STATUS REPORT - ALL OTHER FUNDS
FOR THE PERIODS ENDED
DECEMBER 31, 2021 AND DECEMBER 31, 2020**

REVENUE SOURCE	2021-2022 ESTIMATED REVENUE	2021-2022 YEAR-TO-DATE REVENUE	% OF ESTIMATE	2020-2021 ESTIMATED REVENUE	2020-2021 YEAR-TO-DATE REVENUE	% OF ESTIMATE
MEASURE H SALES TAX	\$ 4,434,052	\$ 1,776,060	40.1%	\$ 3,606,000	\$ 1,515,104	42.0%
MEASURE I SALES TAX	8,923,104	3,573,040	40.0%	7,032,000	3,133,249	44.6%
AMERICAN RESCUE PLAN ACT	-	1,697,594		-	-	
SPECIAL GAS TAX	4,218,347	1,836,117	43.5%	3,874,813	2,063,624	53.3%
LOCAL TRANSPORTATION FUNDS (LTF)	17,022,488	705,158	4.1%	12,443,621	646,106	5.2%
TRAFFIC SAFETY FUND	100,200	55,818	55.7%	100,400	33,059	32.9%
ZALUD ESTATE	5,850	3,081	52.7%	4,000	325	8.1%
COMMUNITY DEVELOPMENT BLOCK GRANT	2,022,126	221,348	10.9%	1,350,718	20,026	1.5%
TRANSIT	12,083,531	303,386	2.5%	13,190,646	1,270,466	9.6%
SPECIAL SAFETY GRANTS	299,784	111,916	37.3%	221,401	149,652	67.6%
SEWER OPERATING	7,141,345	3,640,128	51.0%	7,146,596	3,593,540	50.3%
REFUSE REMOVAL	6,150,866	3,226,917	52.5%	6,146,000	3,089,160	50.3%
AIRPORT OPERATIONS	1,533,553	1,437,596	93.7%	1,270,907	1,374,061	108.1%
GOLF COURSE	193,800	106,365	54.9%	165,800	126,076	76.0%
WATER OPERATING	12,985,280	7,542,866	58.1%	12,485,233	7,507,378	60.1%
RISK MANAGEMENT	7,445,716	3,781,117	50.8%	7,222,716	3,324,683	46.0%
EQUIPMENT MAINTENANCE	3,701,260	1,794,507	48.5%	3,788,000	1,878,642	49.6%
LANDSCAPE MAINTENANCE DISTRICT	154,753	79,102	51.1%	154,753	77,616	50.2%
WATER REPLACEMENT	14,466,321	502,444	3.5%	19,096,720	642,979	3.4%
SOLID WASTE RESERVE	923,442	444,314	48.1%	1,741,522	470,863	27.0%
SEWER REVOLVING	540,221	223,873	41.4%	379,000	319,292	84.2%
TRANSPORTATION DEVELOPMENT	215,000	134,244	62.4%	215,000	145,294	67.6%
PARK DEVELOPMENT	100,050	67,481	67.4%	75,050	81,937	109.2%
TREATMENT PLANT RESERVE	960,371	488,345	50.8%	625,000	558,884	89.4%
STORM DRAIN DEVELOPMENT	220,000	201,784	91.7%	175,000	162,416	92.8%
BUILDING CONSTRUCTION	1,000	819	81.9%	5,000	1,295	25.9%
TOTALS	\$ <u>105,842,460</u>	\$ <u>33,955,420</u>	32.1%	\$ <u>102,515,896</u>	\$ <u>32,185,727</u>	31.4%

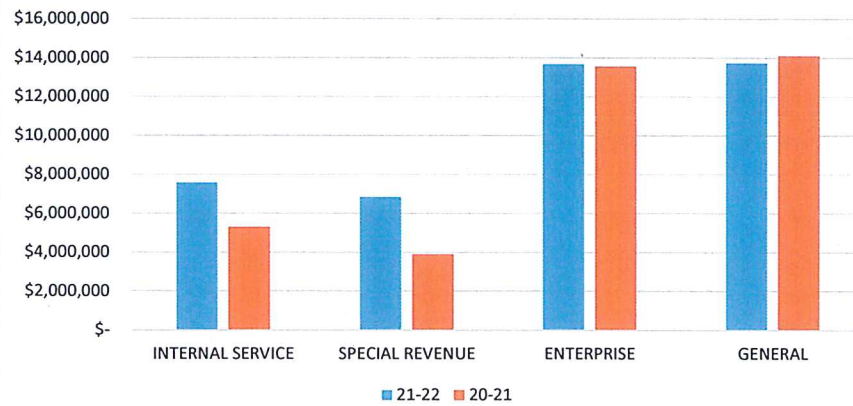


CITY OF PORTERVILLE

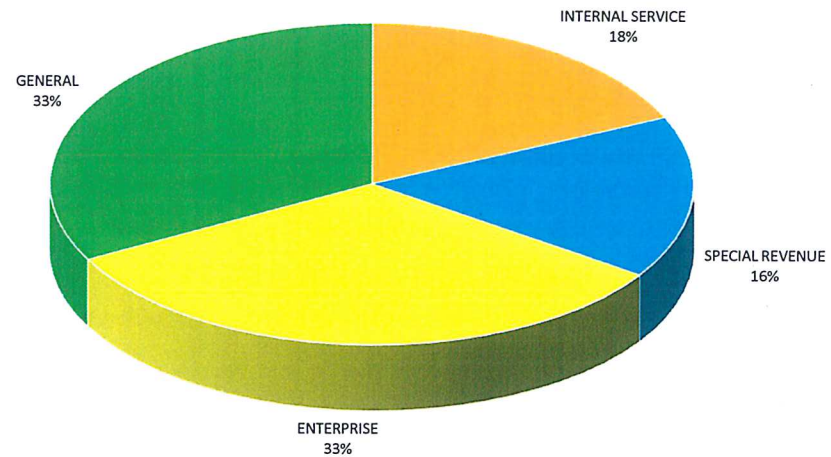
**EXPENDITURE STATUS REPORT - ALL OTHER FUNDS
FOR THE PERIODS ENDED
DECEMBER 31, 2021 AND DECEMBER 31, 2020**

	2021-2022 AMENDED APPROP	2021-2022 YEAR-TO-DATE EXPEND	% OF APPROP	2020-2021 AMENDED APPROP	2020-2021 YEAR-TO-DATE EXPEND	% OF ACTUAL
MEASURE H SALES TAX	\$ 4,241,135	\$ 2,114,424	49.9%	\$ 4,037,532	\$ 1,881,122	46.6%
MEASURE I SALES TAX	4,890,884	2,765,323	56.5%	4,641,728	1,701,681	36.7%
AMERICAN RESCUE PLAN ACT	-	1,667,628		-	-	
ZALUD ESTATE	18,855	18,169	96.4%	18,455	4,621	25.0%
COMMUNITY DEVELOPMENT BLOCK GRANT	546,985	73,923	13.5%	831,420	105,012	12.6%
TRANSIT	12,083,531	2,064,578	17.1%	13,190,646	2,820,057	21.4%
SPECIAL SAFETY GRANTS	282,280	120,501	42.7%	456,959	121,903	26.7%
SEWER OPERATING	6,529,757	2,894,253	44.3%	6,528,245	3,025,437	46.3%
REFUSE REMOVAL	6,846,900	3,082,983	45.0%	7,237,196	3,115,184	43.0%
AIRPORT	1,407,844	969,124	68.8%	1,368,466	780,745	57.1%
GOLF COURSE	460,151	259,486	56.4%	439,313	249,768	56.9%
WATER OPERATING	8,104,376	4,367,189	53.9%	8,423,663	3,568,137	42.4%
RISK MANAGEMENT	7,988,321	5,900,116	73.9%	7,559,248	3,644,530	48.2%
EQUIPMENT MAINTENANCE	3,632,540	1,675,719	46.1%	3,866,661	1,638,129	42.4%
LANDSCAPE MAINTENANCE DISTRICT	192,995	87,855	45.5%	202,429	76,955	38.0%
TOTALS	\$ <u>57,226,554</u>	\$ <u>28,061,272</u>	49.0%	\$ <u>58,801,961</u>	\$ <u>22,733,281</u>	38.7%

City of Porterville
Expenditures by Fund Type
Periods Ended December 31, 2021 and December 31, 2020



City of Porterville
Expenditures by Fund Type
Period Ended December 31, 2021



CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - MEASURE H
For the Periods Ended December 31, 2021 and December 31, 2020

	<u>FY 2021-22</u>	<u>FY 2020-21</u>
REVENUES		
Sales Tax - Measure H	\$ 1,762,059	1,506,514
Interest	10,031	8,590
Police Services	969	-
Contributions	3,000	-
TOTAL REVENUES	<u>1,776,060</u>	<u>1,515,104</u>
EXPENDITURES		
Police Department	888,543	837,041
Fire Department	952,161	887,674
Public Safety Station	82,020	19,896
Library & Literacy	191,701	136,512
TOTAL EXPENDITURES	<u>2,114,424</u>	<u>1,881,122</u>
CAPITAL PROJECTS		
Animal Shelter	7,990	47,694
TOTAL CAPITAL PROJECTS	<u>7,990</u>	<u>47,694</u>
REVENUE OVER/(UNDER) EXPENDITURES	\$ <u>(346,355)</u>	\$ <u>(413,712)</u>

CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - MEASURE I
For the Periods Ended December 31, 2021 and December 31, 2020

	<u>FY 2021-22</u>	<u>FY 2020-21</u>
REVENUES		
Sales Tax - Measure I	\$ 3,520,729	\$ 3,076,619
Interest	50,725	56,630
Police Services	1,586	-
TOTAL REVENUES	<u>3,573,040</u>	<u>3,133,249</u>
EXPENDITURES		
Police Department	1,939,201	1,278,621
Fire Department	778,930	418,438
Streets Program	47,192	4,623
TOTAL EXPENDITURES	<u>2,765,323</u>	<u>1,701,681</u>
CAPITAL PROJECTS		
AC Pavement Repair/Overlay	252,917	30,344
Grand Ave Connection between 4th and Henrahan	2,487	26,444
Henderson Ave Reconstruction - 2nd to Plano	-	1,354,130
Montgomery Ave Reconstruction - Jaye to H	1,396	1,056
Pavement Management Program	13,064	110,655
PD Evidence Storage Facilities	1,078	-
Union - Indiana to Jaye	10,515	-
Villa St Reconstruction	17,388	-
TOTAL CAPITAL PROJECTS	<u>298,843</u>	<u>1,522,628</u>
 REVENUE OVER/(UNDER) EXPENDITURES	 <u><u>\$ 508,874</u></u>	 <u><u>\$ (91,060)</u></u>

CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - ENTERPRISE FUNDS
For the Periods Ended December 31, 2021 and December 31, 2020

<u>FUND</u>	<u>REVENUES</u>	<u>EXPENSES</u>	<u>12/31/2021 NET OPERATING PROFIT (LOSS)</u>	<u>12/31/2020 NET OPERATING PROFIT (LOSS)</u>
Zalud Estate	\$ 3,081	\$ (18,169)	\$ (15,089)	\$ (4,296)
Transit	\$ 303,386	\$ (2,064,578)	\$ (1,761,191)	\$ (1,549,591)
Sewer Operating	\$ 3,640,128	\$ (2,894,253)	\$ 745,875	\$ 568,103
Solid Waste	\$ 3,226,917	\$ (3,082,983)	\$ 143,934	\$ (26,024)
Airport	\$ 1,437,596	\$ (969,124)	\$ 468,471	\$ 593,316
Golf	\$ 106,365	\$ (259,486)	\$ (153,121)	\$ (123,692)
Water Operating	\$ 7,542,866	\$ (4,367,189)	\$ 3,175,677	\$ 3,939,241



CITY COUNCIL AGENDA – FEBRUARY 1, 2022

SUBJECT: Quarterly Investment Portfolio Summary

SOURCE: Finance

COMMENT: This report reflects the investment portfolio of the City as of December 31, 2021, and is in compliance with California Government Code Section 27000, etc., Section 53600, etc., and the City of Porterville's Statement of Investment Policy. Investments are selected based on the statutory objectives of safety, liquidity and yield.

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

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

ATTACHMENTS: 1. Investment Portfolio Summary - December 31, 2021

Appropriated/Funded:

Review By:

Department Director:
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE
PORTFOLIO SUMMARY AS OF DECEMBER 31, 2021

INVESTMENT OR CUSIP NUMBER	INSTITUTION	PURCHASE PRICE	MARKET VALUE	COUPON INTEREST RATE	PURCHASE DATE	MATURITY DATE	DAYS TO MATURITY
1006	LOCAL AGENCY INVESTMENT FUND \$	40,607,129	\$ 40,607,129	0.230%	DAILY	DAILY	1
1007	CSJVRMA INVESTMENT FUND	7,202,232	7,409,554	1.260%	DAILY	DAILY	30
866	TULARE COUNTY INVESTMENT POOL	9,605,395	9,605,395	1.170%	DAILY	DAILY	30
	TULARE COUNTY JUNIOR LIVESTOCK SHOW AND COMMUNITY FAIR	824,240	824,240	4.000%	1/15/2015	7/15/2037	5,675
	CORNERSTONE MAIN PARTNERS, L.P.	2,778,511	2,778,511	2.400%	12/12/2018	11/30/2038	6,178
3130AKXB7	FEDERAL HOME LOAN BANKS	1,975,000	1,947,300	0.580%	3/18/2021	2/11/2026	1,503
3130ALGJ7	FEDERAL HOME LOAN BANKS	975,000	964,577	1.000%	3/23/2021	3/23/2026	1,543
3133EMUK6	FEDERAL FARM CREDIT BANKS	1,000,000	991,980	1.050%	3/25/2021	3/25/2026	1,545
3130ALS62	FEDERAL HOME LOAN BANKS, STEPUP	1,000,000	990,550	0.750%	3/30/2021	3/30/2026	1,550
3130AM3R1	FEDERAL HOME LOAN BANKS	1,000,000	990,270	1.000%	4/29/2021	4/29/2026	1,580
3130ANUN8	FEDERAL HOME LOAN BANKS	2,000,000	1,987,320	1.040%	9/21/2021	9/21/2026	1,725
3130APCH6	FEDERAL HOME LOAN BANKS	1,000,000	987,820	1.125%	9/29/2021	9/29/2026	1,733
3130APDK8	FEDERAL HOME LOAN BANKS	1,000,000	991,840	1.100%	9/30/2021	9/30/2026	1,734
3130APG82	FEDERAL HOME LOAN BANKS	995,000	988,680	0.700%	10/28/2021	10/2/2026	1,736
3130ANM64	FEDERAL HOME LOAN BANKS	1,000,000	989,920	1.000%	8/26/2021	8/26/2026	1,699
3130ANUX6	FEDERAL HOME LOAN BANKS	1,000,000	989,450	1.100%	9/28/2021	9/28/2026	1,732
3130APCX1	FEDERAL HOME LOAN BANKS	1,000,000	995,160	1.250%	10/26/2021	10/26/2026	1,760
3130AQ7F4	FEDERAL HOME LOAN BANKS	1,500,000	1,501,110	1.600%	12/30/2021	12/30/2026	1,825
3130APDQ5	FEDERAL HOME LOAN BANKS	1,000,000	993,910	1.250%	10/28/2021	10/28/2026	1,762
3130APTJ4	FEDERAL HOME LOAN BANKS	1,000,000	994,330	1.250%	11/24/2021	11/24/2026	1,789
3130APU37	FEDERAL HOME LOAN BANKS	1,000,000	998,490	1.300%	11/24/2021	11/24/2026	1,789
3130AQ5Q2	FEDERAL HOME LOAN BANKS	2,000,000	2,001,320	1.500%	12/30/2021	12/30/2026	1,825
89236TEC5	TOYOTA MOTOR CRD CORP	1,000,000	1,011,200	2.150%	9/8/2017	9/8/2022	251
037833DE7	APPLE INC NOTE	1,000,000	1,019,170	2.400%	1/16/2018	1/13/2023	378
084670BR8	BERKSHIRE HATHAWAY	1,000,000	1,021,100	2.750%	4/23/2018	3/15/2023	439
06406RAG2	BANK NEW YORK MELLON CORP MTN	1,000,000	1,035,600	3.500%	10/16/2018	4/28/2023	483
90331HNV1	US BANK ASSN MTN	1,000,000	1,039,860	3.400%	11/15/2018	7/24/2023	570
06747PML0	BARCLAYS BANK	1,000,000	1,001,910	3.000%	3/17/2020	10/17/2023	655
13605VWWW7	CANADIAN IMPERIAL BANK	1,000,000	995,220	2.500%	4/28/2020	4/10/2025	1,196
17298CK64	CITIGROUP INC	1,000,000	960,820	1.000%	8/28/2020	8/28/2025	1,336
89114TK84	TORONTO DOMINION BANK	2,000,000	1,959,052	1.050%	6/16/2021	3/16/2026	1,536
06368EWM0	BANK OF MONTREAL	2,000,000	1,966,642	1.220%	3/17/2021	3/17/2026	1,537
17290A3E8	CITIGROUP INC	1,000,000	988,040	1.250%	7/1/2021	7/1/2026	1,643
38150AHV0	GOLDMAN SACHS GROUP INC	1,000,000	982,980	1.400%	9/30/2021	9/30/2026	1,734
58733ADT3	CERTIFICATE OF DEPOSIT	240,000	240,334	2.100%	1/27/2017	1/27/2022	27
38148PGX9	CERTIFICATE OF DEPOSIT	245,000	245,933	2.300%	3/8/2017	3/8/2022	67
857894SK6	CERTIFICATE OF DEPOSIT	249,000	249,162	2.050%	1/13/2017	1/13/2022	13
71270QQJ8	CERTIFICATE OF DEPOSIT	246,000	246,221	2.050%	1/18/2017	1/18/2022	18
8562845Z3	CERTIFICATE OF DEPOSIT	246,000	246,374	2.350%	1/26/2017	1/26/2022	26
33767A2G5	CERTIFICATE OF DEPOSIT	249,000	250,394	2.100%	4/19/2017	4/19/2022	109
55266CVB9	CERTIFICATE OF DEPOSIT	249,000	250,387	1.950%	4/28/2017	4/28/2022	118
67054NAK9	CERTIFICATE OF DEPOSIT	249,000	251,423	2.300%	6/21/2017	6/21/2022	172
9819962K6	CERTIFICATE OF DEPOSIT	200,000	201,148	2.400%	4/19/2017	4/19/2022	109
795450D36	CERTIFICATE OF DEPOSIT	240,000	243,223	2.350%	8/23/2017	8/23/2022	235
06740KKD8	CERTIFICATE OF DEPOSIT	247,000	249,556	2.200%	7/12/2017	7/12/2022	193
33715LAP5	CERTIFICATE OF DEPOSIT	249,000	252,608	2.250%	9/28/2017	9/28/2022	271
62384RAB2	CERTIFICATE OF DEPOSIT	249,000	252,879	2.300%	10/12/2017	10/12/2022	285
01748DAY2	CERTIFICATE OF DEPOSIT	249,000	252,932	2.200%	11/3/2017	11/3/2022	307
61747MF63	CERTIFICATE OF DEPOSIT	246,000	251,776	2.650%	1/11/2018	1/11/2023	376
22239MAR9	CERTIFICATE OF DEPOSIT	249,000	254,998	2.600%	2/2/2018	2/2/2023	398
366526AR2	CERTIFICATE OF DEPOSIT	249,000	255,320	2.650%	2/16/2018	2/16/2023	412
819866AE4	CERTIFICATE OF DEPOSIT	249,000	256,027	2.800%	3/5/2018	3/6/2023	430
319141KL0	CERTIFICATE OF DEPOSIT	245,000	254,342	3.150%	6/6/2018	6/6/2023	522
74934YAH4	CERTIFICATE OF DEPOSIT	245,000	254,545	3.150%	6/20/2018	6/20/2023	536
17312QJ26	CERTIFICATE OF DEPOSIT	246,000	253,727	2.900%	4/11/2018	4/11/2023	466
25665QAX3	CERTIFICATE OF DEPOSIT	246,000	253,754	2.900%	4/13/2018	4/13/2023	468
91435LAG2	CERTIFICATE OF DEPOSIT	249,000	257,822	3.050%	5/14/2018	5/15/2023	500
080515CQ0	CERTIFICATE OF DEPOSIT	246,000	254,721	3.050%	5/16/2018	5/16/2023	501
90348JCW8	CERTIFICATE OF DEPOSIT	249,000	258,953	3.250%	6/13/2018	6/13/2023	529
74160NGF1	CERTIFICATE OF DEPOSIT	249,000	258,913	3.200%	6/22/2018	6/22/2023	538
45581EAX9	CERTIFICATE OF DEPOSIT	249,000	259,428	3.300%	6/30/2018	6/30/2023	546
31911QFK6	CERTIFICATE OF DEPOSIT	249,000	259,645	3.200%	8/10/2018	8/10/2023	587

INVESTMENT OR CUSIP NUMBER	INSTITUTION	PURCHASE PRICE	MARKET VALUE	COUPON INTEREST RATE	PURCHASE DATE	MATURITY DATE	DAYS TO MATURITY
499724AD4	CERTIFICATE OF DEPOSIT	249,000	260,148	3.250%	8/30/2018	8/30/2023	607
64017AAH7	CERTIFICATE OF DEPOSIT	245,000	256,422	3.300%	9/19/2018	9/19/2023	627
92891CBK7	CERTIFICATE OF DEPOSIT	249,000	261,288	3.350%	10/16/2018	10/16/2023	654
474067AQ8	CERTIFICATE OF DEPOSIT	249,000	261,298	3.350%	10/19/2018	10/19/2023	657
59452WAE8	CERTIFICATE OF DEPOSIT	249,000	262,072	3.450%	11/9/2018	11/9/2023	678
61760ASL4	CERTIFICATE OF DEPOSIT	245,000	258,536	3.550%	11/26/2018	11/24/2023	693
635573AL2	CERTIFICATE OF DEPOSIT	245,000	258,259	3.400%	12/26/2018	12/21/2023	720
15118RRHS	CERTIFICATE OF DEPOSIT	249,000	255,798	1.850%	8/30/2019	8/30/2024	973
938828BM1	CERTIFICATE OF DEPOSIT	249,000	256,781	2.000%	8/30/2019	8/30/2024	973
949495BC8	CERTIFICATE OF DEPOSIT	250,000	253,850	1.750%	2/21/2020	2/21/2023	417
05465DAK4	CERTIFICATE OF DEPOSIT	249,000	254,204	1.650%	3/26/2020	3/26/2024	816
87165FE42	CERTIFICATE OF DEPOSIT	249,000	246,774	1.100%	11/12/2021	11/12/2026	1,777
14042TEH6	CERTIFICATE OF DEPOSIT	249,000	248,373	1.250%	12/8/2021	12/8/2026	1,803
89235MMH1	CERTIFICATE OF DEPOSIT	249,000	248,368	1.250%	12/9/2021	12/9/2026	1,804
1204	CERTIFICATE OF DEPOSIT	249,000	249,000	2.700%	4/24/2018	4/24/2023	479
1248	CERTIFICATE OF DEPOSIT	250,000	250,000	1.100%	5/8/2020	5/8/2022	128
1281	CERTIFICATE OF DEPOSIT	250,000	250,000	2.800%	5/14/2018	5/14/2023	499
1282	CERTIFICATE OF DEPOSIT	250,000	250,000	3.000%	6/21/2018	6/21/2023	537
1283	CERTIFICATE OF DEPOSIT	250,000	250,000	1.591%	5/12/2020	5/12/2023	497
1285	CERTIFICATE OF DEPOSIT	250,000	250,000	2.650%	4/29/2018	4/29/2023	484
1286	CERTIFICATE OF DEPOSIT	250,000	250,000	3.100%	6/25/2018	6/25/2023	541
1303	CERTIFICATE OF DEPOSIT	250,000	250,000	1.100%	4/16/2021	4/16/2024	837
1308	CERTIFICATE OF DEPOSIT	266,608	266,608	2.000%	1/20/2017	1/20/2022	20
1309	CERTIFICATE OF DEPOSIT	249,000	249,000	2.150%	2/14/2017	2/14/2022	45
1310	CERTIFICATE OF DEPOSIT	249,000	249,000	2.100%	5/1/2017	5/2/2022	122
1311	CERTIFICATE OF DEPOSIT	250,000	250,000	2.110%	6/23/2017	6/23/2022	174
1312	CERTIFICATE OF DEPOSIT	249,000	249,000	2.500%	7/26/2017	7/26/2022	207
1313	CERTIFICATE OF DEPOSIT	249,000	249,000	2.230%	7/11/2017	7/11/2022	192
1314	CERTIFICATE OF DEPOSIT	249,000	249,000	2.500%	7/21/2017	7/21/2022	202
1315	CERTIFICATE OF DEPOSIT	249,000	249,000	2.350%	9/22/2017	9/22/2022	265
1316	CERTIFICATE OF DEPOSIT	250,083	250,083	2.600%	10/6/2017	10/6/2022	279
1317	CERTIFICATE OF DEPOSIT	249,000	249,000	2.428%	11/16/2017	11/16/2022	320
1318	CERTIFICATE OF DEPOSIT	249,000	249,000	2.500%	3/22/2018	3/22/2023	446
1319	CERTIFICATE OF DEPOSIT	250,000	250,000	0.500%	8/3/2021	5/3/2022	123
1320	CERTIFICATE OF DEPOSIT	249,000	249,000	3.250%	9/12/2018	9/12/2023	620
1321	CERTIFICATE OF DEPOSIT	249,000	249,000	1.540%	5/16/2020	5/16/2022	136
1324	CERTIFICATE OF DEPOSIT	249,000	249,000	3.350%	1/11/2019	1/11/2024	741
1326	CERTIFICATE OF DEPOSIT	267,054	267,054	3.500%	1/29/2019	1/29/2024	759
1327	CERTIFICATE OF DEPOSIT	245,000	245,000	3.500%	2/28/2019	2/28/2024	789
1328	CERTIFICATE OF DEPOSIT	249,000	249,000	3.250%	3/22/2019	3/22/2024	812
1329	CERTIFICATE OF DEPOSIT	249,000	249,000	3.210%	4/9/2019	10/9/2023	647
1330	CERTIFICATE OF DEPOSIT	248,960	248,960	3.200%	5/24/2019	5/24/2024	875
1331	CERTIFICATE OF DEPOSIT	249,000	249,000	3.100%	5/7/2019	5/7/2024	858
1332	CERTIFICATE OF DEPOSIT	249,000	249,000	3.200%	6/4/2019	6/4/2024	886
1334	CERTIFICATE OF DEPOSIT	250,000	250,000	3.050%	7/31/2019	7/31/2024	943
1335	CERTIFICATE OF DEPOSIT	249,000	249,000	2.810%	9/11/2019	9/11/2024	985
1336	CERTIFICATE OF DEPOSIT	249,000	249,000	2.800%	9/17/2019	9/17/2024	991
1337	CERTIFICATE OF DEPOSIT	249,000	249,000	2.700%	11/1/2019	11/1/2024	1,036
1338	CERTIFICATE OF DEPOSIT	262,892	259,343	2.720%	10/15/2019	10/15/2024	1,019
1339	CERTIFICATE OF DEPOSIT	257,618	257,618	2.250%	12/26/2019	12/26/2024	1,091
1340	CERTIFICATE OF DEPOSIT	249,000	249,000	2.400%	12/5/2019	12/5/2024	1,070
1341	CERTIFICATE OF DEPOSIT	249,000	249,000	2.250%	1/8/2020	1/8/2025	1,104
1342	CERTIFICATE OF DEPOSIT	249,000	249,000	2.250%	1/17/2020	1/17/2025	1,113
1343	CERTIFICATE OF DEPOSIT	249,000	249,000	2.250%	1/24/2020	1/24/2025	1,120
1344	CERTIFICATE OF DEPOSIT	249,000	249,000	1.100%	11/18/2020	11/18/2023	687
TOTALS		\$ 116,084,722	\$ 116,379,832				

WEIGHTED AVERAGE RATE OF EARNINGS					% OF LIQUID PORTFOLIO HOLDINGS	WEIGHTED AVERAGE DAYS TO MATURITY
ONE YEAR HISTORY				CURRENT		
12/31/2020	3/31/2021	6/30/2021	9/30/2021	12/31/2021		
1.531%	1.408%	1.172%	1.208%	1.222%	49.459%	720

Comments:

Portfolio holdings as of December 31, 2021, are in compliance with the current Investment Policy. With 49.459% of the portfolio being held in liquid instruments, the cash needs of the City will be met. The next portfolio report will be calculated for the first calendar quarter ending March 31, 2022, and will be presented during the May 3, 2022 Council meeting.



CITY COUNCIL AGENDA – FEBRUARY 1, 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 January 18, 2022, 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. 18.

- 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

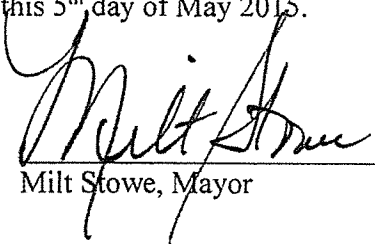
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

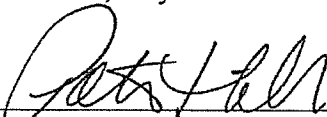
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance, 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

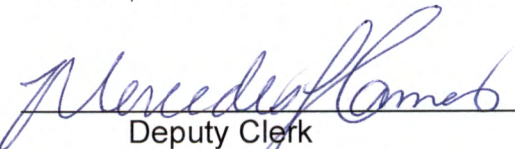
ABSTAIN: NONE

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

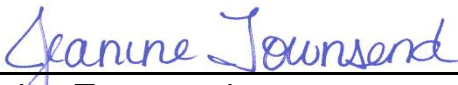
The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on January 4, 2022.

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

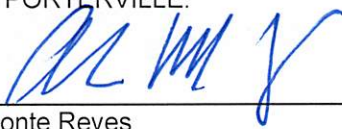
Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

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.

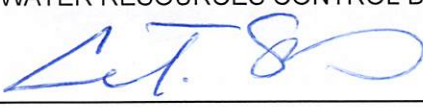
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

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 – FEBRUARY 1, 2022

SUBJECT: Consideration of Revised City Council District Electoral Boundaries as Required by Elections Code Section 21621 - Public Hearing No. 3

SOURCE: Administrative Services

COMMENT: As the City Council is aware, every 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. The 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 City 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); and
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; and
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 or county 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; and
- City staff or consultants may hold a public workshop instead of one of the required

public redistricting 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 be begin at a pre-designated time
- Local public redistricting hearings must be made accessible with people with disabilities

Determining population balance is typically done by measuring the spread, or deviation, between the least populated district and the greatest populated district.

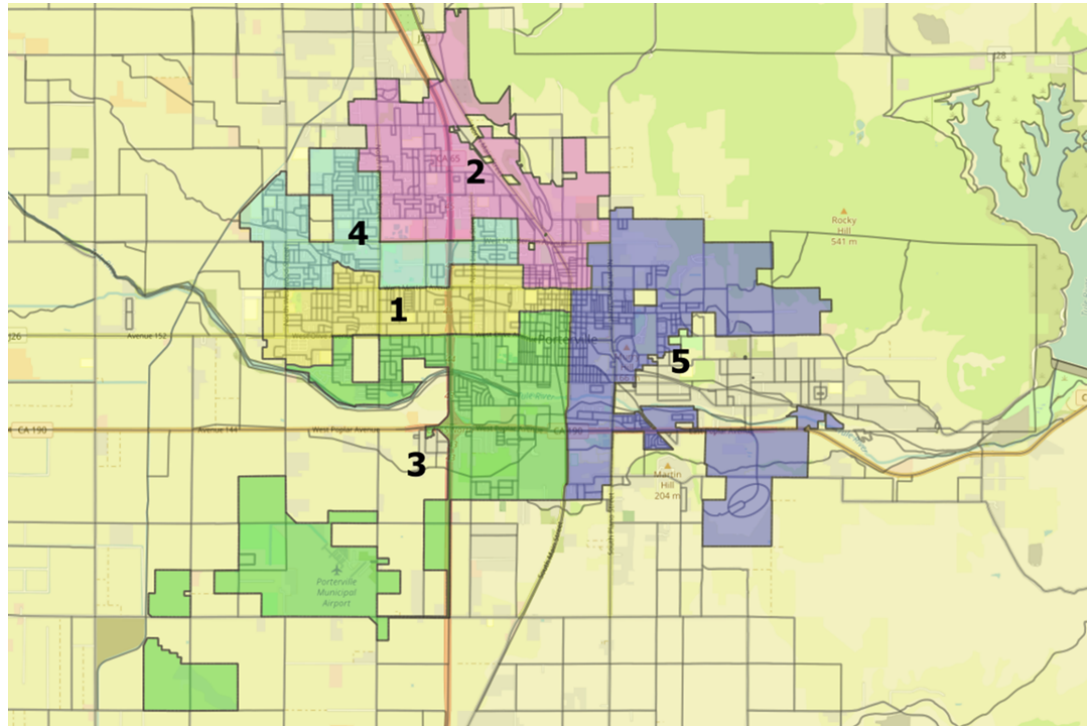
Deviations of 10% or less are generally considered acceptable under U.S. Supreme Court rulings on equal protection. The City's population is 62,889. The ideal population of a Council district is one-sixth of that population, or 12,577. Analysis of the City's current district boundaries, adjusted for the 2020 Census data, shows the districts are no longer population balanced. District 2 is underpopulated by -7.38% and District 4 is overpopulated at 7.33% for a combined total deviation of 14.71%. The district boundaries must be adjusted to achieve a population balance of 10% or less.

Another consideration in the drawing of district boundaries is the distribution of minority voters throughout the City and whether there is a possibility of creating a majority/minority voting district as required under the federal Voting Rights Act. It is important that the analysis of the 2020 Census Data reviews the ethnicity demographics, specifically voting age populations (VAP) and Citizen Voting Age Populations (CVAP). Upon review of the City's VAP and CVAP data, Districts 1, 2, 3 and 5 are currently majority/minority Hispanic voting districts. Upon rebalancing the populations, care will be taken to preserve those demographic characteristics.

Maps

The map and accompanying demographic information of the City's current districts is attached to this report (Attachment 1). The current district boundary map is highlighted below:

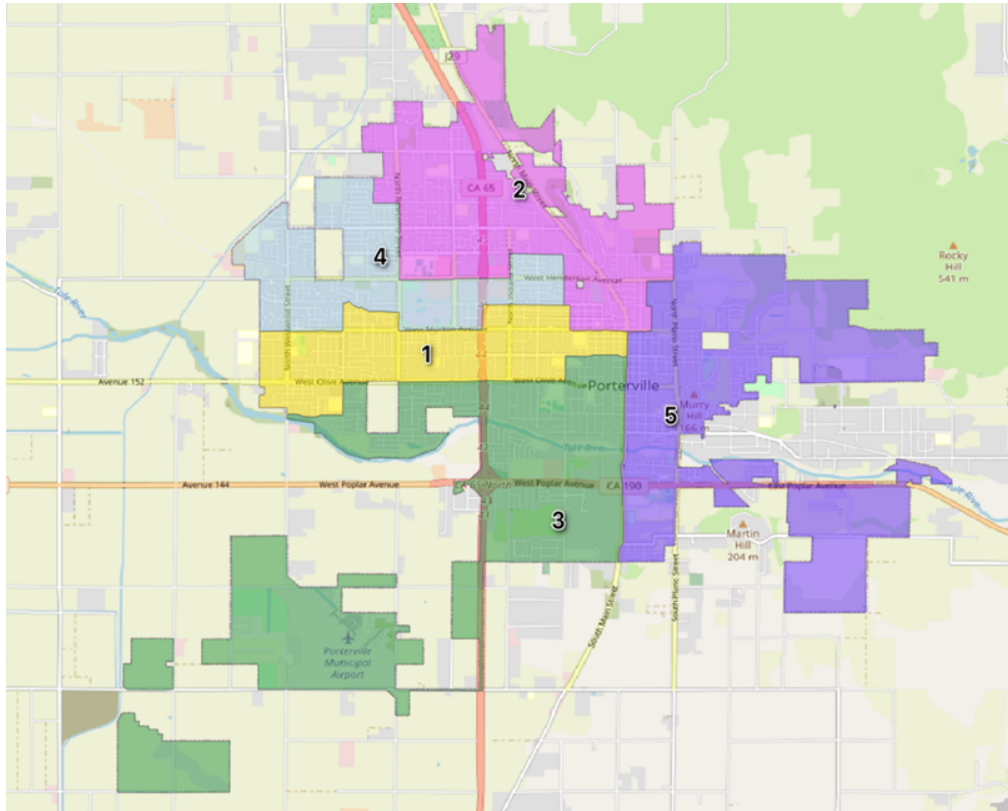
(Current Map)



At the previous public hearings, the Council provided direction to begin with a simple population rebalance of the existing districts. As such, the City's Redistricting consultant has prepared one draft map option for Council's consideration. The map is summarized below and accompanying demographic information may be found attached to this report (Attachment 2). Further, an online tool for closely examining the boundaries, with zoom and search capabilities, may be found here:

<https://www.google.com/maps/d/u/0/viewer?mid=1mF9cYGUZEJvE60Mp7EckAeyBSGinng1V&ll=36.06205725584383%2C-119.03101849999999&z=13>

Map Option No. 1



Map Option 01 above closely resembles the Council’s current district boundaries, particularly with respect to geography and the core of the existing districts. In fact, by moving just four small population centers, the map was able to achieve a deviation of just .86% (less than 1 percent). The populations moved were in the south, where Districts 3 and 5 meet, in the center of the City just east of Sierra View medical center, and in the center of the City where Districts 2 and 5 meet, just north of Henderson Avenue between Indiana Avenue and N. Jaye Street. As stated above, the map is population balanced at just .86% deviation, and preserves Districts 1, 2, 3 and 5 as majority/minority Hispanic voting districts. A complete demographic breakdown of Map Option 1 is attached to this report (Attachment 2).

In addition to the one consultant-drawn map, one map has been received from a member of the public using the online mapping tool. That map was not received in time for full analysis prior to agenda publication; however, it will be presented at the meeting for Council’s consideration.

The purpose of this public hearing is to review the initial draft maps prepared by the City’s consultant, inform the public about the districting process, and to hear from the community on factors to be taken into consideration for district boundaries. The public is requested to provide input regarding communities of interest and other local factors that should be considered for 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.

Next Steps

Following this public hearing, the City's redistricting consultant will make any requested revisions to Map Option 1, or create additional maps, if desired, for review at the fourth Public Hearing, scheduled for February 15, 2022. In addition, any further publicly submitted maps will be brought forward for Council's review at the fourth public hearing. The Council may also select Map Option 1 as a preferred map and in that event, staff will return at the fourth Public Hearing with a draft Ordinance for introduction, finalizing the adoption of the map.

RECOMMENDATION: That the City Council:

1. Receive the report from staff and the City's redistricting consultant on the redistricting process, and review a draft map to readjust Council Member electoral district boundaries; and
2. Conduct public hearing no. 3 to receive public input on district boundaries.

ATTACHMENTS: 1. Attachment 1 - Existing Districts with Demographic Analysis-c1
 2. Attachment 2 - Proposed Map Option 1 with Demographic Analysis-c1

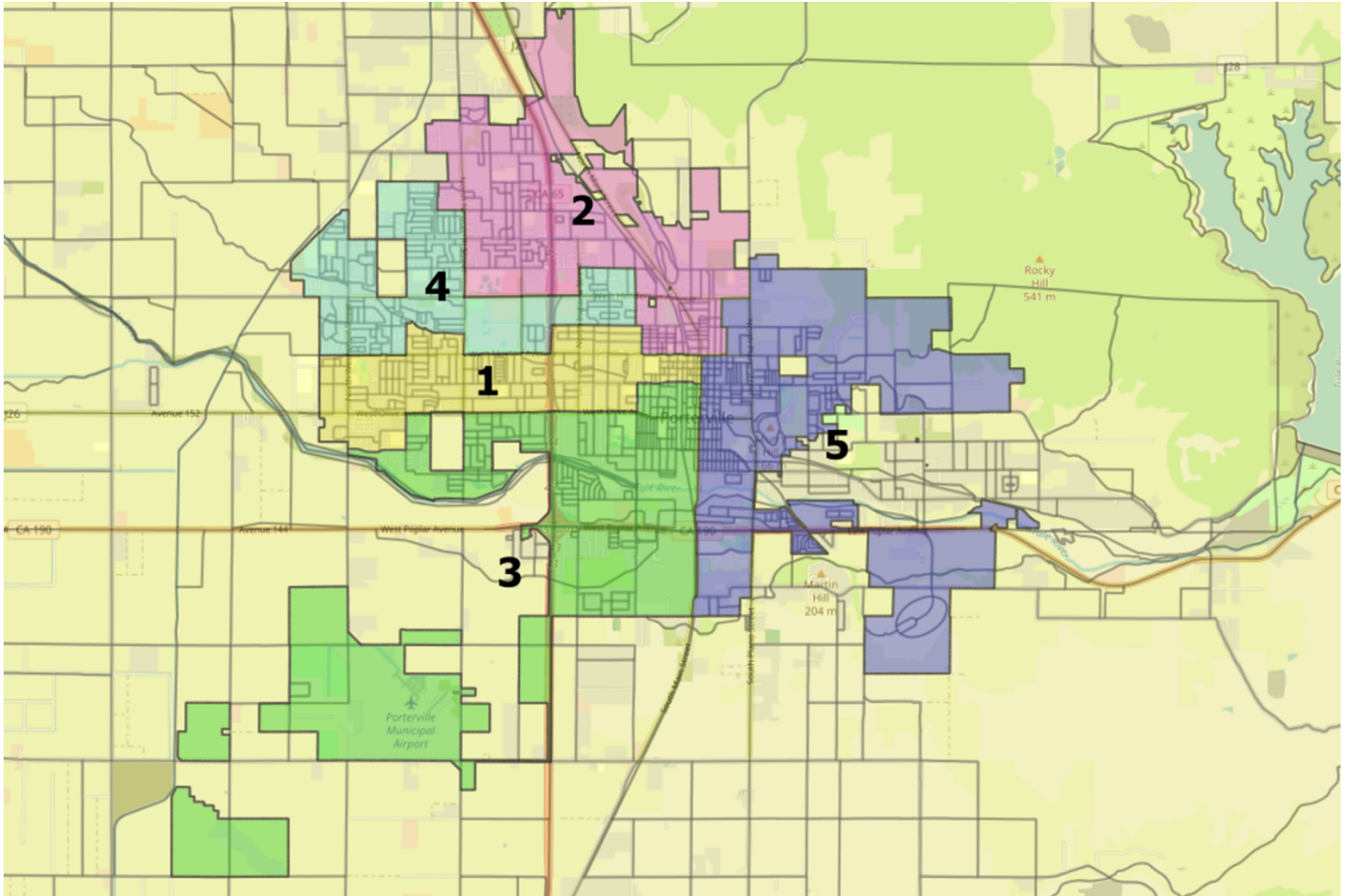
Appropriated/Funded:

Review By:

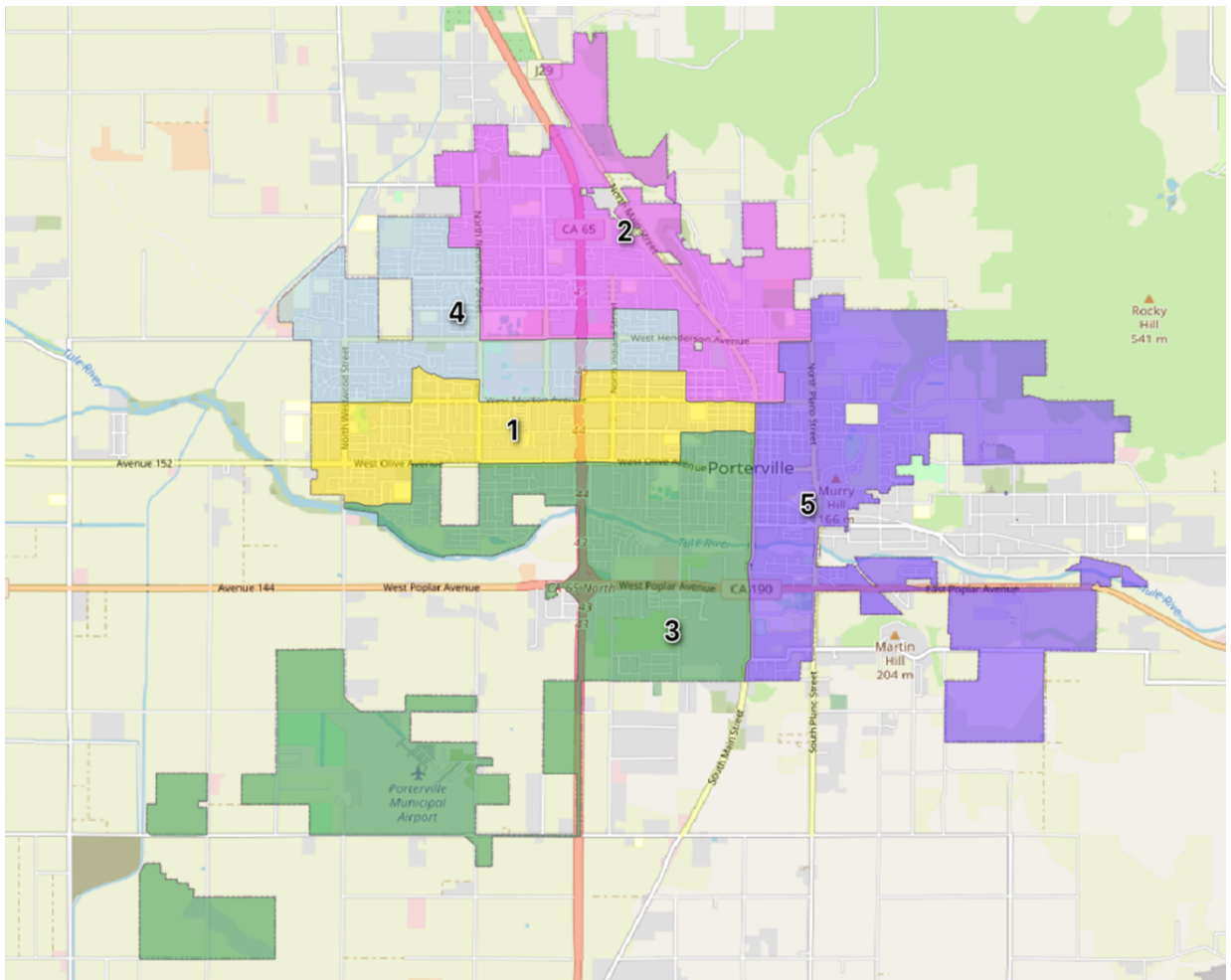
Department Director:
Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

Attachment 1 – Existing District Map with Demographic Analysis

[illegible]

Attachment 2 – Map Option 1 with Demographic Analysis

[illegible]



CITY COUNCIL AGENDA – FEBRUARY 1, 2022

SUBJECT: Consideration of City Fireworks Ordinance

SOURCE: Fire

COMMENT: At its meeting on January 18, 2022, the City Council approved Mayor Reyes' request to consider and review the City's Fireworks Ordinance for potential amendments.

As the Council is aware, in Spring 2021, the Council authorized various amendments to the Ordinance, including:

- A prohibition on the use of certain fireworks commonly marketed under the name "Piccolo Pete" and "Whistling Phantom", which emit loud shrill sounds. These particular fireworks are also known to be manipulated after the sale to create explosive devices.
- The addition of a violations clause of the current fireworks Ordinance to include differentiation between prohibited legal and illegal fireworks, as well as higher fees for violations, and also to create increasingly higher fines for repeat offenders.
- The addition of a "Host" component, which will aid in the enforcement activities where it might otherwise be difficult to discern who within a given party has actually ignited an illegal firework; the property owner could then be held liable regardless of who ignites the illegal firework.
- The addition of a rewards program that would further enhance staff's ability to locate and cite those who choose not to comply with the City's fireworks regulations. Rewards of \$50 per complaint can be awarded if the tip results in a citation.

The Fireworks Ordinance is herein presented for Council's consideration. Also provided for the Council's reference is a five-year citations collection report, as well as a comprehensive enforcement report dated July 2021.

RECOMMENDATION: That the City Council consider the City's Fireworks Ordinance and provide direction as determined.

ATTACHMENTS:

1. Ordinance No. 1882
2. 5-Year Fireworks Citation Collections

3. 2021 Fireworks Enforcement Report

Appropriated/Funded:

Review By:

Department Director:
Bryan Cogburn, Deputy Fire Chief

Final Approver: John Lollis, City Manager

ORDINANCE NO. 1882

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AMENDING AND RESTATING ARTICLE II OF CHAPTER 12 OF THE
PORTERVILLE MUNICIPAL CODE RELATED TO THE REGULATION OF
FIREWORKS**

WHEREAS: The City allows sale and discharge of "safe and sane" fireworks within the City limit in honor of the Independence Day holiday (June 28 through July 4, annually); and

WHEREAS: The City of Porterville ("City") has experienced an increase in the use of dangerous fireworks, which create a threat to the health and safety of the community and are considered a public nuisance; and

WHEREAS: The Porterville Community, comprised of local individuals, expressed concerns to the council regarding the discharge of both "safe and sane" fireworks, and the continuous discharge of illegal and "dangerous" fireworks; and

WHEREAS: Use of fireworks in the City interferes with the health, safety, quality of life, quiet enjoyment and general welfare of the community; and

WHEREAS: Research indicated that other communities have implemented various methods that focus on a combination of enforcement, education, and incentive programs; and

WHEREAS: Clarification of the actions meriting assessment of penalties was needed for enforcement purposes; and

WHEREAS: California Health and Safety Code Section 12541 authorizes the City to regulate or prohibit the sale, use, or discharge of fireworks; and

WHEREAS: The City Council has determined it is necessary to regulate fireworks, including "safe and sane" fireworks, as well as dangerous fireworks; and

WHEREAS: A public hearing was held before the City Council on April 20, 2021, pursuant to the Municipal Code of the City.

NOW, THEREFORE, BE IT ORDAINED: That the Council of the City of Porterville does ordain as follows:

SECTION 1. Purpose: The purpose of this ordinance is to address issues that have arisen since the last update of the ordinance related to the inappropriate discharge and misuse of fireworks.

SECTION 2. Chapter 12, Article II, is amended and restated as follows:

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)

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)

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)

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)

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)

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)

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)

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)

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)

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.

12-2.11: REGULATIONS RELATED TO FIRE WORKS 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. (Ord. 1650 § 4, 4-6-2004; Ord. 1776, 4-5-2011; Ord. 1799, 11-5-2013)
- 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.

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)

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)

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)

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)

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)

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)

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)

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 ceremonies 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)

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)

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:

1. "Responsible person" means 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.

2. "Residence" or "other private property" means 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.

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:

- a. had rented or leased the property to another,
- b. were not present,
- c. had no prior knowledge of, or reason to know of the violation, and
- d. 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.

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.

SECTION 3. This ordinance shall be in full force and effect thirty (30) days from and after its publication and passage.

PASSED, APPROVED AND ADOPTED this 4th day of May, 2021.

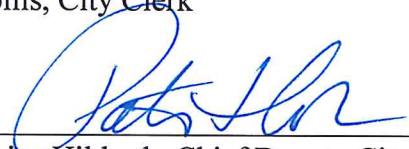


Adrian Monte Reyes, Mayor

ATTEST:

John D. Lollis, City Clerk

By:



Patrice Hildreth, Chief Deputy City Clerk

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

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

THAT the foregoing ordinance is a true and correct copy of Ordinance No. 1882, passed and adopted by the Council of the City of Porterville at a regular meeting held on the 4th day of May, 2021, that said ordinance has been duly published pursuant to law, and that by the terms and provisions of the Charter of the City of Porterville, said ordinance to become effective on the 3rd day of June, 2021, at which time said ordinance is deemed to be in full force and effect.

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

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

JOHN D. LOLLIS, City Clerk


By: Fernando Gabriel-Moraga, Deputy City Clerk

Cite #	Inc St Dir	Inc St	Issued for	Section	Issue Date	Time	Officer	Fine	Paid	Disposition
1276	S	Jennifer	Fireworks	12-2.10.8.	7/4/2017	2035	Pisani	\$1,500	NO	COLLECTIONS
1251	W	Nancy	Fireworks	12-2.10.8.	7/4/2017	2048	Figueroa	\$1,500	UNK	
1121	S	Leggett	Fireworks	12-2.10.8.	7/4/2017	2053	Dignam	\$1,500	NO	COLLECTIONS
1226	N	Belmont	Fireworks	12-2.10.8.	7/4/2017	2105	Clark	\$1,500	YES THRU PP	
1277	W	Wall	Fireworks	12-2.10.8.	7/4/2017	2106	Pisani	\$1,500	NO	COLLECTIONS
1122	W	Cheryll	Fireworks	12-2.10.8.	7/4/2017	2114	Dignam	\$1,500	YES THRU PP	
1227	N	Verdugo	Fireworks	12-2.10.8.	7/4/2017	2120	Clark	\$1,500	NO	COLLECTIONS
1252	W	Pioneer	Fireworks	12-2.10.8.	7/4/2017	2122	Figueroa	\$1,500	YES THRU PP	
1253	N	Salisbury	Fireworks	12-2.10.8.	7/4/2017	2135	Figueroa	\$1,500	NO	COLLECTIONS
1228	N	Colby	Fireworks	12-2.10.8.	7/4/2017	2142	Clark	\$1,500	UNK	
1229	N	Ellis	Fireworks	12-2.10.8.	7/4/2017	2207	Clark	\$1,500	YES THRU PP	
1278	W	Westfield	Fireworks	12-2.10.8.	7/4/2017	2208	Pisani	\$1,500	NO	COLLECTIONS
1123	W	Putnam	Fireworks	12-2.10.8.	7/4/2017	2217	Dignam	\$1,500	UNK	
1279	N	Lowery	Fireworks	12-2.10.8.	7/4/2017	2225	Pisani	\$1,500	NO	COLLECTIONS
1376	W	Olive	Fireworks	12-2.10.8.	11/2/2017	1630	Clark	\$1,500	YES THRU PP	
1377	W	Olive	Fireworks	12-2.10.8.	11/14/2017	1630	Clark	\$1,500	NO	COLLECTIONS
1378	W	Olive	Fireworks	12-2.10.8.	11/14/2017	1630	Clark	\$1,500	YES	
Cite #	Inc St Dir	Inc St	Issued for	Section	Issue Date	Time	Officer	Fine	Paid	Disposition
1151	N	Howland	Fireworks	12-2.10.8.	1/4/2018	1320	Clark	\$1,500	YES 10/15/18	
1567	N	Prospect	Fireworks	12-2.10.8.	7/2/2018	1545	Dignam	\$1,500	NO	COLLECTIONS
1431	N	Third	Fireworks	12-2.10.8.	7/4/2018	2042	Dignam	\$1,500	YES 6/25/19	
1600	N	San Carlos	Fireworks	12-2.10.8.	7/4/2018	2050	Figueroa	\$1,500	YES 2/25/20	
1458	E	Date	Fireworks	12-2.10.8.	7/4/2018	2103	Mariscal	\$1,500	NO	FAILED PP
1432	E	Bellevue	Fireworks	12-2.10.8.	7/4/2018	2105	Dignam	\$1,500	YES 10/30/19	
1601	W	Sandra	Fireworks	12-2.10.8.	7/4/2018	2105	Figueroa	\$1,500	NO	COLLECTIONS
1478	W	Phillips	Fireworks	12-2.10.8.	7/4/2018	2115	Garcia	\$1,500	NO	COLLECTIONS
1433	N	South Pl	Fireworks	12-2.10.8.	7/4/2018	2123	Dignam	\$1,500	NO	COLLECTIONS
1434	N	South Pl	Fireworks	12-2.10.8.	7/4/2018	2125	Dignam	\$1,500	NO	COLLECTIONS
1435	N	South Pl	Fireworks	12-2.10.8.	7/4/2018	2127	Dignam	\$1,500	NO	COLLECTIONS
1459	E	Morton	Fireworks	12-2.10.8.	7/4/2018	2128	Mariscal	\$1,500	YES 8/27/19 THRU PP	
1602	W	Yates	Fireworks	12-2.10.8.	7/4/2018	2140	Figueroa	\$1,500	YES 7/23/18	
1436	N	Sierra	Fireworks	12-2.10.8.	7/4/2018	2146	Dignam	\$1,500	YES 8/1/19	
1603	W	Memory	Fireworks	12-2.10.8.	7/4/2018	2155	Figueroa	\$1,500	YES 7/9/18	
1437	E	Dixie	Fireworks	12-2.10.8.	7/4/2018	2205	Dignam	\$1,500	YES 5/28/19	
1438	E	Oak	Fireworks	12-2.10.8.	7/4/2018	2212	Dignam	\$1,500	YES 4/15/19 THRU PP	
1460	E	Vandalia	Fireworks	12-2.10.8.	7/4/2018	2214	Mariscal	\$1,500	YES 7/13/18	
1439			Fireworks	12-2.10.8.	7/4/2018	2224	Dignam	\$1,500	NO	COLLECTIONS
1461	S	Camellia	Fireworks	12-2.10.8.	7/4/2018	2241	Mariscal	\$1,500	YES 1/1/19	
1604	W	Bellevue	Fireworks	12-2.10.8.	7/4/2018	2245	Figueroa	\$1,500	YES 10/1/20 THRU PP	
1462	S	A	Fireworks	12-2.10.8.	7/4/2018	2309	Mariscal	\$1,500	NO	COLLECTIONS
1479			Fireworks	12-2.10.8.	7/4/2018	2325	Garcia	\$1,500	YES 1/22/19THRU PP	
1605	N	Greenfield	Fireworks	12-2.10.8.	7/4/2018	2335	Figueroa	\$1,500	NO	COLLECTIONS
1568			Fireworks	12-2.10.8.	7/6/2018	1435	Dignam	\$1,500	NO	COLLECTIONS
1569			Fireworks	12-2.10.8.	7/6/2018	1520	Dignam	\$1,500	NO FAILED PP	COLLECTIONS
1570			Fireworks	12-2.10.8.	7/6/2018	1525	Dignam	\$1,500	YES 3/31/20	
Cite #	Inc St Dir	Inc St	Issued for	Section	Issue Date	Time	Officer	Fine	Paid	Disposition
1629			Fireworks	12-2.10.8.	7/4/2019	0015	Dignam	\$1,500	YES THRU PP 4/1/20	
1975	N	Balmoral	Fireworks	12-2.10.8.	7/4/2019	2043	Hosfeldt	\$1,500	YES 8/30/19	
1630	N	Fourth	Fireworks	12-2.10.8.	7/4/2019	2106	Dignam	\$1,500	YES THRU PP 6/22/20	
1631	N	Fourth	Fireworks	12-2.10.8.	7/4/2019	2109	Dignam	\$1,500	YES THRU PP 5/13/20	
1632	N	Second	Fireworks	12-2.10.8.	7/4/2019	2121	Dignam	\$1,500	YES THRU PP 6/18/20	
1633	N	Second	Fireworks	12-2.10.8.	7/4/2019	2131	Dignam	\$1,500	FAILED PP	
1976			Fireworks	12-2.10.8.	7/4/2019	2132	Hosfeldt	\$1,500	FAILED PP	COLLECTIONS
1634	N	Second	Fireworks	12-2.10.8.	7/4/2019	2142	Dignam	\$1,500	FAILED PP	
2025	E	Mohoff	Fireworks	12-2.10.8.	7/4/2019	2144	Segovia	\$1,500	FAILED PP	
2026	E	Cleveland	Fireworks	12-2.10.8.	7/4/2019	2155	Segovia	\$1,500	FAILED PP	
1977	E	Springville	Fireworks	12-2.10.8.	7/4/2019	2208	Hosfeldt	\$1,500	YES 8/19/19	
2027	E	Cleo	Fireworks	12-2.10.8.	7/4/2019		Segovia	\$1,500	MAKING PYMTS	
1635	W	Cheryll	Fireworks	12-2.10.8.	7/4/2019	2243	Dignam	\$1,500	NO	COLLECTIONS
1636	W	Memory	Fireworks	12-2.10.8.	7/5/2019	1555	Dignam	\$1,500	NO	
3621	W	Pioneer	Fireworks	12-2.10.8.	11/15/2019	1013	Garcia	\$1,500	FAILED PP	
1643	S	Indiana	Disch. FW ou	12-2.7	12/7/2019		Dignam	\$100	NO	
Cite #	Inc St Dir	Inc St	Issued for	Section	Issue Date	Time	Officer	Fine	Paid	Disposition
1644	N	Newcomb	Fireworks	12-2.7, 2-	1/13/2020	1115	Dignam	\$100	YES	
3125	N	Prospect	Fireworks	12-2.10.8.	6/24/2020	1600	Dignam	\$1,500	NO	
3325	W	Memory	Fireworks	12-2.10.8.	6/30/2020	900	Dignam	\$1,500	YES 8/13/20	
4850	N	Patsy	Fireworks	12-2.10.8.	7/4/2020	2027	Garcia	\$1,500	NO	
4851	N	Mathew	Fireworks	12-2.10.8.	7/4/2020	2040	Garcia	\$1,500	YES THRU PP 11/18/20	
3127	N	Second	Fireworks	12-2.10.8.	7/4/2020	2049	Dignam	\$1,500	NO	
4852	N	Newcomb	Fireworks	12-2.10.8.	7/4/2020	2055	Garcia	\$1,500	PP MAKING PYMTS	
4853	N	Patsy	Fireworks	12-2.10.8.	7/4/2020	2105	Garcia	\$1,500	YES THRU PP 9/23/20	
3128	N	Jaye	Fireworks	12-2.10.8.	7/4/2020	2111	Dignam	\$1,500	YES THRU PP 3/18/21	
3129	W	McComb	Fireworks	12-2.10.8.	7/4/2020	2117	Dignam	\$1,500	NO	
3130	W	Theta	Fireworks	12-2.10.8.	7/4/2020	2129	Dignam	\$1,500	YES 3/29/21	
4854	W	Morton	Fireworks	12-2.10.8.	7/4/2020	2130	Garcia	\$1,500	NO	
4855	W	School	Fireworks	12-2.10.8.	7/4/2020	2140	Garcia	\$1,500	YES	
3131	W	Mulberry	Fireworks	12-2.10.8.	7/4/2020	2151	Dignam	\$1,500	YES	
4856	N	Wellington	Fireworks	12-2.10.8.	7/4/2020	2155	Garcia	\$1,500	YES	
4857	W	Bellevue	Fireworks	12-2.10.8.	7/4/2020	2211	Garcia	\$1,500	NO	
3132	N	Beverly	Fireworks	12-2.10.8.	7/4/2020	2214	Dignam	\$1,500	FAILED PP	
3133	N	Prospect	Fireworks	12-2.10.8.	7/4/2020	2225	Dignam	\$1,500	PP MAKING PYMTS	
4858	N	Balmayne	Fireworks	12-2.10.8.	7/4/2020	2225	Garcia	\$1,500	YES	
4859	W	Date	Fireworks	12-2.10.8.	7/4/2020	2300	Garcia	\$1,500	YES	
4860	N	Maston	Fireworks	12-2.10.8.	7/4/2020	2350	Garcia	\$1,500	FAILED PP	
3175	W	Pamela	Fireworks	12-2.10.8.	7/4/2020		Clark	\$1,500	NO	
2845	N	Westside	Fireworks	12-2.10.8.	7/4/2020		Balanga	\$1,500	NO	
2846		Kessing	Fireworks	12-2.10.8.	7/4/2020		Balanga	\$1,500	NO	
2847	N	Patsy Cr	Fireworks	12-2.10.8.	7/4/2020		Balanga	\$1,500	NO	
2848	S	Beverly	Fireworks	12-2.10.8.	7/4/2020		Balanga	\$1,500	NO	
2849	W	Tomah Av	Fireworks	12-2.10.8.	7/4/2020		Balanga	\$1,500	NO	
3176	W	Della	Fireworks	12-2.10.8.	7/5/2020	0005	Clark	\$1,500	NO	
3327	S	Leggett	Fireworks	12-2.10.8.	7/6/2020	1135	Dignam	\$1,500	NO	
3328	N	Balmayne	Fireworks	12-2.10.8.	7/6/2020	1140	Dignam	\$1,500	NO	

2017 Paid/payment plan Unpaid/failed PP/collections Percentage paid
17 6 11 35.29%
\$25,500.00 \$9,000.00 \$16,500.00

2018 Paid/payment plan Unpaid/failed PP/collections Percentage paid
27 15 12 55.56%
\$40,500.00 \$22,500.00 \$18,000.00

2019 Paid/payment plan Unpaid/failed PP/collections Percentage paid
16 7 9 43.75%
\$22,600.00 \$10,500.00 \$12,100.00

2020 Paid/payment plan Unpaid/failed PP/collections Percentage paid
32 13 19 40.63%
\$46,600.00 \$18,100.00 \$28,500.00

2213	N	Lowery St	Fireworks	12-2.10.B	9/1/2020	1620	Balanga	\$1,500	NO	
2216	W	Monte Av	Fireworks	12-2.10.B	9/14/2020	905	Balanga	\$1,500	NO	
Cite #	Inc St Dir	Inc St	Issued for	Section	Issue Date	Time	Officer	Fine	Paid	Disposition
3333			FW	12-2.10.B	6/14/2021	1143	Dignam	\$2,500	YES	
3334	W	Vandalia	FW	12-2.10.B	6/14/2021	1147	Dignam	\$2,500	NO	
3335	S	Jaye	FW	12-2.10.B	6/28/2021	1149	Dignam	\$2,500	NO	
5171			FW	12-2.10b	6/29/2021	900	Balanga	\$2,500	NO	
5170			FW	12-2.10b	6/29/2021	840	Balanga	\$2,500	NO	
5172	W	Mulberry	FW	12-2.10b	6/29/2021	935	Balanga	\$2,500	NO	
5173	N	Lombardi	FW	12-2.10b	6/29/2021	1005	Balanga	\$2,500	FAILED PP	
5174	S	Jaye St.	FW	12-2.10b	6/29/2021	1025	Balanga	\$2,500	YES	
5174	S	Jaye St.	FW	12-2.10b	6/29/2021	1030	Balanga	\$2,500	FAILED PP	
3765	W	Union Ave	FW	12-2.10b	6/29/2021	920	Garcia	\$2,500	NO	
5100	N	Walch	FW	12-2.10b	6/29/2021	1105	Garcia	\$2,500	NO	
3766	S	C Street	FW	12-2.10b	6/30/2021	1534	Garcia	\$2,500	YES	
3683	N	Salisbury	FW	12-2.10.B	7/3/2021	2051	Balanga	\$2,500	NO	
5081	E	Putnam	FW	12-2.10.B	7/3/2021	2100	Pendergra	\$2,500	NO	
3136	N	Third	FW	12-2.10.B	7/3/2021	2104	Dignam	\$2,500	NO	
3684	W	Heritage	FW	12-2.10.B	7/3/2021	2114	Balanga	\$2,500	YES	
5053	N	Salisbury	FW	12-2.10.B	7/4/2021	2020	Hosfeldt	\$2,500	YES	
3685	N	Douglas	FW	12-2.10.B	7/4/2021	2030	Balanga	\$2,500	NO	
4976	E	Vandalia	FW	12-2.10.B	7/4/2021	2030	Graves	\$2,500	NO	
5054	W	Morton	FW	12-2.10.B	7/4/2021	2040	Hosfeldt	\$2,500	NO	
5101	W	Morton Av	FW	12-2.10.B	7/4/2021	2045	Garcia	\$2,500	NO	
5055	W	Bel Aire	FW	12-2.10.B	7/4/2021	2055	Hosfeldt	\$2,500	NO	
3686	W	Mulberry	FW	12-2.10.B	7/4/2021	2100	Balanga	\$2,500	YES	
4984	S	Wisconsin	FW	12-2.10.B	7/4/2021	2030	Graves	\$2,500	NO	
5102	W	Thurman	FW	12-2.10.B	7/4/2021	2110	Garcia	\$2,500	NO	
4977	W	River Edge	FW	12-2.10.B	7/4/2021	2110	Graves	\$2,500	YES	
4978	W	Mcintire	FW	12-2.10.B	7/4/2021	2120	Graves	\$2,500	NO	
3687	W	Putnam Av	FW	12-2.10.B	7/4/2021	2121	Balanga	\$2,500	NO	
5057	W	Tomah	FW	12-2.10.B	7/4/2021	2125	Hosfeldt	\$2,500	NO	
5103	W	Westfield	FW	12-2.10.B	7/4/2021	2130	Garcia	\$2,500	NO	
4979	W	Jordan	FW	12-2.10.B	7/4/2021	2130	Graves	\$2,500	YES	
3688	N	Lombardi	FW	12-2.10.B	7/4/2021	2140	Balanga	\$2,500	NO	
3689	N	Lombardi	FW	12-2.10.B	7/4/2021	2147	Balanga	\$2,500	YES THRU PAY PLAN	
5058	W	Nancy	FW	12-2.10.B	7/4/2021	2150	Hosfeldt	\$2,500	NO	
3690	W	Oakmont	FW	12-2.10.B	7/4/2021	2203	Balanga	\$2,500	YES	
5059	W	Santa Mar	FW	12-2.10.B	7/4/2021	2209	Hosfeldt	\$2,500	NO	
4980	N	E	FW	12-2.10.B	7/4/2021	2220	Graves	\$2,500	NO	
3691	W	Pioneer Av	FW	12-2.10.B	7/4/2021	2226	Balanga	\$2,500	YES	
4981	E	Putnam	FW	12-2.10.B	7/4/2021	2230	Graves	\$2,500	NO	
4982	E	Thurman	FW	12-2.10.B	7/4/2021	2252	Graves	\$2,500	YES	
5060	N	York	FW	12-2.10.B	7/4/2021	2253	Hosfeldt	\$2,500	NO	
3692	W	Santa Mar	FW	12-2.10.B	7/4/2021	2325	Balanga	\$2,500	NO	
3693	W	Bel Aire	FW	12-2.10.B	7/4/2021	2308	Balanga	\$2,500	YES	
5061	W	Green Acr	FW	12-2.10.B	7/4/2021	2340	Hosfeldt	\$2,500	NO	
4983	W	Swearinge	FW	12-2.21 M	7/4/2021	2340	Graves	\$2,500	YES	
5063	N	Jaye St.	FW	2-2.10b, 1	7/4/2021	2345	Garcia	\$2,500	dismissed per hearing	
5062	N	Lindley	FW	12-2.10.B	7/4/2021	2340	Hosfeldt	\$2,500	NO	
5143	W	Westfield	FW	12-2.10	8/13/2021	946	Pendergra	\$2,500	NO	
5144	S	Sierra Vist	FW	12-2.10,12	8/13/2021	1121	Pendergra	\$2,500	NO	
5146	W	Bellevue	FW	12-2.10, 1	8/13/2021	1439	Pendergra	\$2,500	NO	
5147	N	F St.	FW	12-2.21.12	8/9/2021	1056	Pendergra	\$2,500	NO	

2021 Paid/payment plan Unpaid/failed PP/collections Percentage paid
50 14 36 28.00%
\$125,000.00 \$35,000.00 \$90,000.00

There were 51 Cites issued in 2021, 1 was overturned so I removed it from this calculation



CITY COUNCIL AGENDA – JULY 20, 2021

SUBJECT: 2021 Fireworks Enforcement Review

SOURCE: Fire

COMMENT: This informational report item is to provide the City Council an update related to illegal fireworks activity during this year's Independence Day celebrations.

Illegal fireworks do not carry the "Safe and Sane" seal of the California State Fire Marshal. Illegal fireworks include skyrockets, bottle rockets, roman candles, aerial shells, firecrackers and other types of fireworks that explode, go into the air, or move on the ground in an uncontrollable manner. The use of illegal fireworks on and around the Independence Day holiday generates a high volume of calls to the Porterville Police Department (PPD).

At its meeting on April 20, 2021, the Council conducted its first reading of Ordinance 1882, amending the Porterville City Code sections that apply to fireworks violations. These code changes included increasing fine amounts for both "Safe and Sane" and Illegal fireworks, providing for additional bans of Piccolo Pete style fireworks, adding a Social Host violation, and creating a reward program. The second reading was conducted at the Council's meeting on May 4, 2021, and Ordinance 1882 went into full effect June 4, 2021.

Beginning June 4, 2021, PPD Detectives and Officers were proactive in enforcement work and their significant efforts resulted in the confiscation of over twelve hundred (1,200) pounds of illegal fireworks prior to the July 4th Holiday weekend. These efforts resulted in multiple felony and misdemeanor arrests. Code Enforcement issued 12 Administrative Citations as a result of these efforts.

A formal fireworks detail was deployed over three nights, July 2nd through July 4th, which included Fire personnel, Code Enforcement Officers, and Police Officers. These teams patrolled neighborhoods and responded to calls for service. Over the three nights, 106 fireworks calls for service were received by PPD dispatch. The detail was successful in issuing thirty-five (35) Administrative Citations and confiscating approximately one hundred (100) pounds of illegal fireworks. The Fire Department responded to thirty-five (35) calls for service over the three day period, which a breakdown of the calls is as follows:

Porterville Fire Department Calls 7/2-7/4/2021:

Type of call	#
Grass fire	9
Dumpster or other outside trash receptacle fire	2
EMS call, excluding vehicle accident with injury	9
Chemical release, reaction, or toxic condition	1
Assist invalid	2
Cover assignment, standby	1
Dispatched, cancelled en route, false alarm/call	5

No incident found on arrival at dispatch address	3
Smoke scare, odor of smoke	2
Smoke detector activation due to malfunction	1

The combined efforts and collaboration between the Porterville Police and Fire Departments over the period of June 4, 2021 through July 4, 2021 resulted in a response to 214 calls for service specific to fireworks, a total seizure of over 12,800 illegal fireworks totaling 1,347 pounds, and the issuance of \$117,500 in fines from 47 Administrative Citations.

Confiscated Fireworks 2021:

Type of Fireworks	#	weight
Mortars	1277	
Cakes, boxes	309	
Roman candles	1446	
Fire crackers	8000	
Bottle rockets	1742	
Mortar launch tubes	26	
Weight, lbs.		1347.3
Total	12,800	1,347.3

For historical reference included is a breakdown of Administrative Cites issued for illegal fireworks over the preceding 5 years:

Historical Fireworks Cites:

YEAR	CITES	FINE
2016	12	\$18,000
2017	17	\$25,500
2018	27	\$40,500
2019	15	\$22,500
2020	30	\$45,000
2021	47	\$117,500

RECOMMENDATION: Information Only

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Dave LaPere, Fire Chief

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – FEBRUARY 1, 2022

SUBJECT: New Porterville Rescue Mission Update

SOURCE: Community Development

COMMENT: At its meeting on June 18, 2019, the City Council adopted Resolution 43-2019, approving Conditional Use Permit (CUP) 2018-041-C for the New Porterville Rescue Mission (NPRM) to allow for a Social Services Facility located at 30 S. A Street. As outlined in Resolution 43-2019, Condition #1, and in compliance with Porterville Municipal Code Chapter 21, Section 301.09, “Social Services Facilities shall provide: adequate and accessible sanitary facilities, including lavatories, restrooms and refuse containers; sufficient patron seating facilities for dining; effective screening devices such as landscaping and masonry fences in conjunction with outdoor activity areas.” To meet these requirements, NPRM was to continue to work on site improvements, and stay in communication with staff until all items had been completed. CUP 2018-041-C includes a requirement that staff provide a bi-annual update to the Council on the status of project, which is the purpose of this report.

At its meeting on February 4, 2020, staff presented to Council the bi-annual update as required in the CUP to update the status of improvements. The item was continued as additional information was needed to be provided by NPRM in writing. At its meeting on March 3, 2020, staff provided to Council the proposed Plan of Action that staff considered quite aggressive and reported that a realistic timeline would be three to six months before there would be an issuance of a building permit. At its meeting on July 21, 2020, staff provided an update to Council regarding the progress of the NPRM’s remodel project. NPRM was issued a building permit on July 7, 2020. The scope of the permit includes removing existing staff bedroom walls to open up to existing open area to accommodate fourteen (14) beds total on the west end of the building, remodel of two restrooms to meet accessibility standards, the installation of two new concrete door landings, one new door landing with stairs and handrails, as well as reversing the swing of an existing door. NPRM had anticipated that this phase of construction would take approximately three to four months to complete.

At its meeting on November 17, 2020, staff provided an update to Council regarding the progress of the NPRM’s remodel project. The Council was informed that the NPRM’s project had experienced delays due to the pandemic as well as encountering structural issues during the demolition process.

At its meeting on January 19, 2021, Council was provided an update on the

status of the NPRM project. The update included that the NPRM had been issued a permit for the structural revision to correct the issues encountered during the demolition process on November 25, 2020. Staff met with the NPRM on January 4, 2021, to discuss the progress of the project. The NPRM informed staff that the project timeline has been impacted by the ongoing COVID-19 pandemic, noting that they received a letter from one of their suppliers informing them that the delivery of their order had been delayed due to the pandemic. A framing inspection was provided by the City's Engineering Department-Building Division on January 5, 2021, and a second framing inspection on January 8, 2021, which NPRM passed.

At its meeting on August 17, 2021, staff provided an update to the Council regarding the progress of the NPRM's remodel project as well as information in regard to violations of the conditions outlined in Conditional Use Permit 2018-041-C and Porterville Development Ordinance, which were observed on August 10, 2021. The violations included a recreational vehicle observed onsite that was being occupied as a residence with an electrical extension cord connected to the recreational vehicle. Chapter 304.11 of the Development Ordinance states that "Parking and storing of recreational vehicles, boats, campers, trailers and similar vehicles are prohibited from being stored for a period longer than seventy-two hours (72) hours in the front yard setback. They may be stored in the side or rear yard behind a minimum six foot high, solid fence. At no time are recreational vehicles allowed to be occupied as residences. Connection to any combination of electrical, water, cable, or sewer facilities is considered prima facie evidence of occupation as a residence. At no time shall commercial vehicles greater than a one-ton rating be parked or stored on residentially zoned properties. Storage on the street is limited pursuant to Sections 17-10.4, 17-11.7, 17-11.8, and 17-11.9 of the Porterville Municipal Code." Tents were also observed to be erected on site outside of the approved season and timeframe outlined in Condition 10 of the CUP. Condition 10 states "The temporary use of tents for overflow of patrons may be permitted during the winter months, provided that the usage and assembling of the tents be opposite of office hours, erecting tents after 7p.m. and removing them before 7 a.m." NPRM remedied the violations was within seventy-two (72) hours.

At its meeting on October 19, 2021, staff provided an update to the Council regarding the progress of the NPRM's remodel project. The Council was informed that the NPRM had one inspection since the update provided to the City Council on August 17, 2021, which occurred on September 29, 2021. The inspection was for underground plumbing for the restroom remodel, which passed. During the inspection, the NPRM disclosed that while saw cutting the existing concrete slab for the restroom remodel, a four foot section of the exterior footing fell apart. The NPRM was requested to have the footing evaluated by an engineer to provide a design to correct the issue.

The Council was also informed that on September 24, 2021, the Porterville Police Department and Code Enforcement responded to the NPRM for the discharge of dangerous fireworks. The suspect was found to be in possession of additional fireworks and was administratively sited. While onsite Code

Enforcement observed conditions of the neighboring property (14 S. A Street), which is also operated by NPRM, that were not in compliance with the 1997 Uniform Housing Code. The conditions observed included the rear yard being utilized as a living space with an outdoor shower built in close proximity to an existing electrical panel. Food and other items have also been allowed to accumulate in the yard along with multiple tarp covered areas that have been erected, creating an attractive nuisance and possible fire hazard. The property owner was notified and required to remedy the conditions by November 1, 2021. CUP 2018-041-C does not include provisions for the property located at 14 S. A Street. Resolution 43-2019 included NPRM Site and Operations Plan as Attachment A, which outlines that 14 S. A Street provides for six long term residential beds and two emergency shelter beds for women. City staff inspected the property located at 14 S. A Street on October 12, 2021, and found that the conditions that were out of compliance with the 1997 Uniform Housing Code had been remedied.

The NPRM has had four successful inspections since the update provided to the City Council at its meeting on October 19, 2021. The inspections included an inspection of foundation forms to address a foundation issue in accordance with an engineer's design on October 19, 2021, framing and wall insulation for the east restroom on January 7, 2022, sheetrock on January 18, 2022, and shower pan inspection on January 24, 2022. The Building Division expects that the next inspection will be for a final on the east restroom. The Code Enforcement Division has not issued any notices of violation to the NPRM since the last update was provided.

RECOMMENDATION: That the City Council consider the report and provide direction as deemed appropriate.

ATTACHMENTS: 1. Resolution No. 43-2019

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Community Development Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. 43-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE RESCINDING RESOLUTION 10-2019 AND PLANNING COMMISSION RESOLUTION 606, AND CONTAINING FINDINGS AND CONDITIONS IN SUPPORT OF CONDITIONAL USE PERMIT 2018-041-C TO ALLOW FOR A SOCIAL SERVICES FACILITY- THE NEW PORTERVILLE RESCUE MISSION

WHEREAS: The City Council of the City of Porterville, at its regular scheduled meeting of June 18, 2019, conducted a continued public hearing to consider whether to modify or revoke Modification No. 1 to Conditional Use Permit 8-74 (PRC 2018-041-C) to allow for a Social Services Facility for the New Porterville Rescue Mission located at 30 S. A Street; and

WHEREAS: The City Council determined that the proposed change of occupancy eliminates the use of the project site as a church. This in turn deems moot the original Conditional Use Permit (CUP 8-74), which authorized the expansion of a church on the subject property; and

WHEREAS: To clearly record the appropriate and allowed uses and occupancy of the subject site and structures, the original approvals must be replaced with conditions of approval focused on the establishment and operation of a Social Services Facility; and

WHEREAS: On May 29, 2019, the Environmental Coordinator made a preliminary determination that the project is exempt from California Environmental Quality Act pursuant to §15301, Existing Facilities in that there is no proposed expansion to the existing building; and

WHEREAS: The City Council of the City of Porterville received testimony from all interested parties related to said Conditional Use Permit; and

WHEREAS: The City Council made the following findings:

1. That the proposed project will advance the goals and objectives of, and is consistent with, the policies of the General Plan and any other applicable plan that the City has adopted:

The proposed project is consistent with the Housing Element's goal to provide a variety of housing types. Further, the subject site is consistent with the Zoning Standards for DRM-3 (Downtown High Density Residential) zone and the General Plan Land Use Designation of High Density Residential. The General Plan promotes a mix of residential neighborhoods to provide for a mix of housing types to serve the needs of all Porterville Residents. Additionally, it supports community facilities that are appropriate for a residential environment, including residential care and alcoholism or drug abuse recovery or treatment facilities.

2. That the proposed location of the project and the conditions under which it will be operated or maintained will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity:

Conditions of approval are included herein to ensure adequate operational standards are met. The project is located within an existing building and is conditioned so that proposed activities have been evaluated and conditions associated with them be mitigated.

Additionally, the project is conditioned to preserve the public safety, health and welfare to prevent the use from becoming a nuisance and operate the business in compliance with all laws, ordinances and regulations. In the event that any condition of approval is violated, the City Council may modify or revoke the conditional use permit.

3. This project is exempt from CEQA pursuant to §15301, Existing Facilities in that there is no proposed expansion to the existing building.

NOW, THEREFORE, BE IT RESOLVED:

1. Resolution 10-2019, which approved Modification No. 1 to Conditional Use Permit 8-74 to allow for a social services facility for the New Porterville Rescue Mission is hereby revoked.
2. Planning Commission Resolution 606, which approved Conditional Use Permit 8-74 to construct a social and Sunday school building as an addition to an existing church building at 30 South A Street is hereby revoked.

BE IT FURTHER RESOLVED: That the City Council of the City of Porterville does hereby approve Conditional Use Permit 2018-041-C subject to the following conditions:

1. Social Service Facilities shall be located, developed and operated in compliance with the following minimum standards. All Social Services Facilities shall provide: adequate and accessible sanitary facilities, including lavatories, rest rooms and refuse containers; sufficient patron seating facilities for dining, whether indoor or outdoor; effective screening devices such as landscaping and masonry fences in conjunction with outdoor activity areas; a plan of operation, including but not limited to, patron access requirements, hours of operation, security measures, litter control, and noise attenuation.
2. Evidence of compliance with all Fire Safety regulations shall be provided within the timeframe established herein:
 - i. On or before June 21, 2019: Submit plans for sprinkler and smoke detection building permit
 - ii. On or before July 12, 2019: Pull the permit to begin construction
 - iii. On or before August 12, 2019: Final inspection of the sprinkler and smoke detection system, complete with testing
3. A plan for compliance with all applicable Building regulations, as well as improvements required pursuant to Section 301.09 of the Development Code (referenced above in Condition #1) shall be provided by August 13, 2019, including timeframes for completion of necessary improvements.

4. Upon approval of this permit, any future change in operation which substantially alters the conditions or nature of the subject business as identified in the Operations Plan (Exhibit A), will require approval by the City Council.
5. Unless an extension of time is granted by the City Council, the conditional use permit shall expire two years after the date of approval if the activity is not active or actively pursued. The City Council may approve a one year extension of any permit or approval granted under this ordinance upon receipt of a written application with the required fee before the permit expires.
6. The applicant shall operate the establishment in such a manner as to preserve the public safety, health and welfare, to prevent the use from becoming a nuisance and operate the business in compliance with all laws, ordinances and regulations. In the event that this or any other condition of approval is violated, the City Council may modify or revoke the conditional use permit as provided in Section 601.10 of the Porterville Development Ordinance.
7. Pursuant to Section 601.10(d) the City Council may revoke the permit if it makes any of the following findings:
 - a. That approval was obtained by means of fraud or misrepresentation of a material fact;
 - b. That the use in question has ceased to exist or has been suspended for one year or more;
 - c. That there is or has been a violation of or failure to observe the terms or conditions of the permit or variance, or the use has been conducted in violation of the provisions of this ordinance, law or regulation; or
 - d. That the use to which the permit or variance applies has been conducted in a manner detrimental to the public safety, health and welfare or so as to be a nuisance.
8. Pursuant to Porterville Development Ordinance 300.09, Outdoor Storage is not permitted within the DRM-3 zone (all storage shall be within an enclosed building). Additionally, Resolution 14-2014 does not allow the use of cargo containers in residential zone districts. The two cargo containers present on site must be removed. Both of the existing storage sheds will be required to be relocated outside of the setbacks and would count towards the permitted two accessory structures.
9. The applicant proposes the sale of goods and merchandise as a means of financial support. Retail sales are not permitted in the DRM-3 zone. Section 301.21 allows for temporary uses to include non-profit fund raising. Fund raising sales by a non-profit organization are limited to seven consecutive days, twelve times a year. Merchandise must be stored appropriately on non-sale days. Outdoor Retail Sales must be done in accordance with Section 301.12 of the Porterville Development ordinance and in compliance with the California State Board of Equalization.
10. The temporary use of tents for overflow of patrons may be permitted during the winter months, provided that the usage and assembling of tents be opposite of office hours, erecting tents after 7 p.m. and removing them before 7 a.m.

11. At all times, the facility shall be operated and maintained to comply with State Laws, the City of Porterville Development Ordinance, adopted Building and Fire Codes and all other applicable laws and ordinances.
12. The entire site shall be maintained free of refuse, debris, or other accumulated matter and shall be kept in good repair at all times and in an otherwise neat and attractive manner.
13. Beginning with the final inspection on or before August 12, 2019, and every August thereafter, the facility will be subject to an annual inspection by the Porterville Fire Department.
14. Beginning with the meeting of August 20, 2019, and every February and August thereafter until further ordered by the Council, the applicant's compliance with this Conditional Use Permit will be reviewed by the City Council.

PASSED, APPROVED AND ADOPTED this 18th day of June, 2019.


Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By 
Patrice Hildreth, Chief Deputy City Clerk

MAY 2019

Community Development Department

MAY 20 2019

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The shelter provides approximately 75-100 meals per day we accommodate special dietary such as heart healthy diets, allergies, etc. to the community which we serve. Please see attachment PRM #2 for shelter feeding schedule and meals prepared.

4. **Our men's long-term facility currently holds 18 total occupants. That includes our long term residential and emergency shelter beds. Our women's facility holds 8 total occupants. Which also includes long term residential and emergency shelter beds.**
5. **For housing dormitory layout for the bed arrangements please see attachment PRM#1**
6. **Our Long-term residency program is a 6 month to 1 yr housing facility. Our emergency shelter provides emergency services for up to 72 hours.**
7. **The Porterville Rescue Mission has taken a "Housing First" approach. We offer safety and protection from the hardships of homelessness. We believe that once the immediate burden of homelessness is lifted, it allows for participants to focus, and initiate a plan of action towards self-sufficiency.**
 - a. **We welcome our community by providing 72 hours of emergency food and shelter services. The Porterville Rescue Mission also facilitates a 6 month to 1 yr residency Program.**
 - b. **We offer meals to the homeless and needy, but we welcome our entire community, please see attachment PRM#2 for a more details on the food services provided.**
 - c. **We offer showers to the public during regular business hours. Long term residential participants have access to onsite laundry facilities. We provide essential hygiene products, and participants are allowed laundry detergent**
 - d. **We provide onsite Resume building workshops, on the job training and employment plugs. For those participants that may not be eligible for employment due to current circumstance we offer referrals to the qualifying organizations. Which may include but are not limited to; SSI Social security, Mental Health, Tulare works, Family crisis center**
 - e. **. We continue our support towards the participants personal goals, by allocating individual case managers. It allows us to advocate and address the specific needs of each participant.**
 - f. **We assist with transportation to and from scheduled legal/doctor/ and or personal appointments, AA/NA/ other meetings and court proceedings.**
8. **Hours of operation are as follows**
 - a. **Office hours 7am-7pm**
 - b. **24-hour onsite staff**
 - c. **24-hour emergency telephone services**
 - d. **7pm to 7am overnight staff**
9. **Staffing needs are as follows;**
 - a. **CEO/Director**
 - b. **Human and community resource specialist**
 - c. **Finance and accounting specialist**
 - d. **Intake specialist**
 - e. **Volunteer service coordinator**
 - f. **Maintenance in house**
 - g. **Grounds and lawn service maintenance/mechanic**
 - h. **Case manager for men's facility**
 - i. **manager for women's facility**
 - j. **lead**

- k. Housing program manager for women's facility
- l. Housing program manager for men's facility
- m. Kitchen lead staff and meal planner
- n. Kitchen cook
- o. Kitchen assistant 1
- p. Kitchen assistant 2

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 18th day of June, 2019.

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

Council:	PEÑALOZA	WARD	FLORES	STOWE	REYES
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk



By: Fernando Gabriel-Moraga, Acting Deputy City Clerk



CITY COUNCIL AGENDA – FEBRUARY 1, 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 January 18, 2022, 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 December 31, 2021, there was \$1,356,234 in unpaid City utility accounts (water: \$667,294; sewer: \$366,171; and refuse: \$322,769), with the corresponding total loss in late fees of \$373,595 - 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, which the State deemed eligible \$324,000 for reimbursement.

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 14,770 local

gift cards/certificates have been purchased and \$1,477,000 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. Given the success of the program and the continued pandemic, the Council should consider the merits of continuing the program into February 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. At its meeting on December 21, 2021, the Council acted to continue to defer the biannual collection until July 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. State of California Beyond the Blueprint for Industry and Business Sectors (Including Mega Events) - December 31, 2021
12. State of California Face Covering Guidance Update - January 5, 2022
13. City Utilities Past Due Balances - December 2021
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

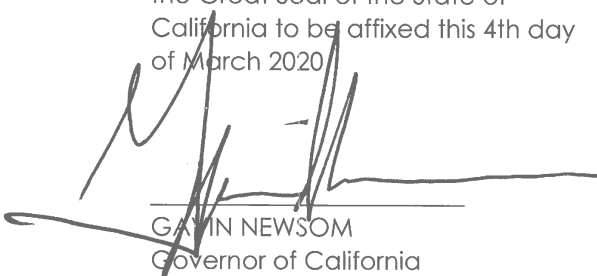
notification requirement of Civil Code section 1798.24, subdivision (i), is suspended.

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:

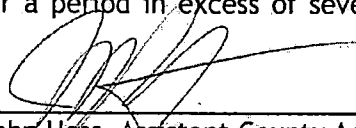
1. Proclaims that a local emergency, as defined in Government Code Section 8558 and Tulare County Ordinance Code Section 1-15-1005, now exists within the County due to the presence of COVID-19; and
2. Requests that the Governor of the State of California request a federal declaration to provide assistance, 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

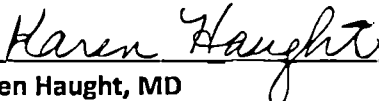
WHEREAS, the Board of Supervisors is not in session, and cannot immediately be called into session; and

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

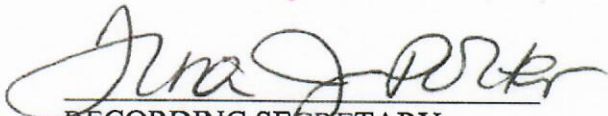
NOES: 0

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.

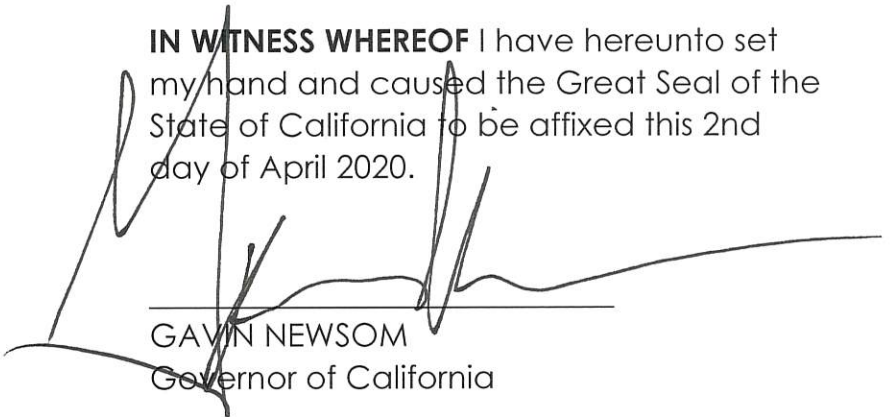
Nothing in this Order eliminates the obligation of water customers to pay for water service, prevents a water system from charging a customer for such service, or reduces the amount a customer already may owe to a water system.

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.

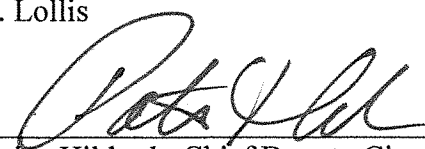
Section 6. This Ordinance is exempt from the requirements of CEQA pursuant to California Public Resources Code Section 21080(b) (4).

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)

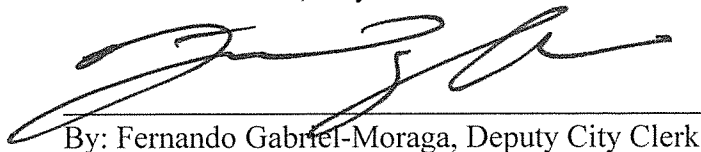
I, JOHN D. LOLLIS, the duly qualified City Clerk of the City of Porterville do hereby certify:

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.



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

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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

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California Department of Public Health
PO Box, 997377, MS 0500, Sacramento, CA 95899-7377
Department Website (cdph.ca.gov)



CITY OF PORTERVILLE
UTILITIES
PAST DUE BALANCES

	AS OF 3/31/2020	AS OF 2/28/2021	AS OF 3/31/2021	AS OF 4/30/2021	AS OF 5/31/2021	AS OF 6/30/2021	AS OF 7/31/2021	AS OF 8/31/2021	AS OF 9/30/2021	AS OF 10/31/2021	AS OF 11/30/2021	AS OF 12/31/2021	Mar20-Dec21 Difference
WATER	\$155,942	\$571,536	\$527,676	\$463,170	\$470,677	\$503,738	\$481,955	\$543,626	\$602,471	\$559,589	\$618,746	\$667,294	\$511,352
SEWER	171,185	349,334	294,515	283,873	305,374	292,298	282,188	300,471	320,062	331,194	334,051	366,171	194,986
REFUSE	155,172	316,767	268,798	253,119	273,951	262,133	248,199	267,486	282,828	297,209	295,806	322,769	167,597
	<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>\$1,356,234</u>	<u>\$873,935</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	AS OF 12/31/2021	
WATER		\$150,734	\$143,479	\$136,401	\$138,598	\$145,220	\$132,986	\$147,937	\$145,259	\$145,534	\$163,842	\$186,404	
SEWER		91,957	75,987	75,827	84,055	79,686	73,592	78,818	77,245	83,940	88,486	99,398	
REFUSE		84,750	69,309	68,561	75,935	71,125	65,677	70,806	68,894	75,323	78,977	87,793	
		<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>	<u>\$373,595</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>	<u>\$1,729,829</u>	

Vaccination Incentive Report

Vendor	KIUG Event	Roundup 1	Roundup 2	Roundup 3	Roundup 4	Veteran's Day	Roundup 5	Christmas Parade	Roundup 6	Roundup 7	Roundup 8	Total
		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	Amount per Vendor
2.0 Coffee Co.	Aug. 19, 2021											\$20,000
Airway Café			\$400	\$4,600			\$1,000	\$1,700	\$800	\$4,500	\$7,000	\$5,000
All Valley Uniforms			\$500	\$4,500								\$5,000
Calico Mermaid						\$700	\$1,100	\$400	\$300	\$2,500		\$5,000
Chaguito's Bakery			\$2,500		\$5,000	\$900	\$600	\$400	\$400	\$400	\$2,300	\$5,000
China's Alley			\$1,100	\$3,900	\$5,000		\$5,000		\$4,100	\$5,900	\$15,000	\$35,000
Country Pleasures						\$1,200	\$1,000	\$1,600	\$1,100	\$7,600	\$2,400	\$25,000
Deli Delicious	\$500			\$3,000			\$1,000			\$100		\$5,000
Don Vinos	\$500	\$3,000	\$2,700	\$7,300	\$5,000		\$5,000		\$2,900	\$15,500	\$11,600	\$3,500
El Jacalito		\$7,000	\$3,200	\$6,800	\$5,000		\$10,000		\$7,600	\$12,400	\$10,000	\$53,500
El Nuevo Mexicali (Main St)	\$500		\$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	\$15,000	\$42,000
El Tapatio	\$500		\$5,000	\$5,000	\$5,000		\$10,000		\$10,000	\$10,000	\$15,000	\$60,500
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	\$500	\$5,000		\$9,000	\$6,000	\$10,000	\$45,000
Hair and Nails by Veronica												\$500
Hergesheimer's Donuts				\$1,000	\$1,500		\$500	\$2,500	\$400	\$1,600	\$5,000	\$12,500
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	\$15,000	\$50,000
Mom's U Bake		\$2,500		\$5,000	\$5,000		\$1,100	\$3,500	\$400	\$5,000		\$22,500
Nails by Melanie						\$500						\$500
Narlangka		\$3,000	\$5,000	\$3,500			\$5,000	\$1,400		\$5,000	\$10,000	\$13,000
Pho Sho			\$1,500		\$2,800		\$3,600					\$27,800
Plano Jerky					\$5,000							\$5,000
Poor Richard's Pizza						\$5,000	\$1,800	\$7,100	\$900	\$200	\$10,000	\$25,000
Porterville Grocery Outlet			\$4,400	\$5,600	\$15,000		\$20,000		\$47,200	\$12,800		\$105,000
RJ's Café			\$700	\$4,300	\$5,000		\$1,800	\$3,200		\$4,200	\$5,800	\$25,000
Rosa's Italian Restaurant			\$300	\$4,700	\$5,100			\$800		\$5,000	\$5,000	\$20,100
Shop Lovely Boutique						\$200	\$4,000					\$5,000
Stafford's	\$600	\$400	\$3,000	\$7,000	\$8,600		\$1,400		\$5,300	\$15,500	\$9,200	\$51,000
Subway	\$2,800	\$3,200	\$10,000	\$5,000	\$10,000		\$10,000		\$10,000	\$15,000	\$20,000	\$86,000
Super Burger			\$5,000	\$5,000	\$5,000		\$3,500					\$18,500
Taco Rico					\$5,000		\$10,000		\$6,900	\$13,100	\$15,000	\$50,000
Thai Kitchen		\$2,000	\$1,100	\$3,900	\$5,000		\$7,500	\$2,500	\$3,400	\$6,600	\$10,000	\$42,000
The Anvil		\$2,500	\$1,500	\$3,500	\$10,000				\$1,700	\$19,100	\$9,200	\$47,500
The Hair Station						\$700	\$1,100	\$700	\$800	\$1,700		\$5,000
The Vault	\$1,500		\$3,500	\$6,500	\$10,000		\$10,000		\$7,200	\$2,800	\$20,000	\$61,500
Tony's Pizza				\$5,000	\$5,000		\$10,000		\$5,000		\$10,000	\$25,000
Town & Country Market		\$5,000	\$19,200	\$5,800	\$55,000		\$60,000		\$60,000	\$50,000	\$50,000	\$305,000
Two Mada's												\$1,100
Wink Boutique										\$1,100		\$5,000
Total:	\$7,400	\$25,600	\$86,800	\$117,200	\$208,000	\$12,700	\$3,000	\$32,500	\$193,900	\$275,300	\$305,600	\$1,477,000
Vaccines	74	357	795	1249	2046	133	2157	329	1980	3061	TBD	

Vaccines 74 357 795 1249 2046 133 2157 329 1980 3061 TBD

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 March 2, 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 1st day of February, 2022.

Adrian Monte Reyes, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____

Patrice Hildreth, Chief Deputy City Clerk