



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
MARCH 15, 2022, 5:30 PM**

Pursuant to the provisions of Assembly Bill 361, signed into law by Governor Newsom on September 16, 2021, and in an effort to protect public health and slow the rate of transmission of COVID-19, the City of Porterville is allowing for and encouraging electronic participation at City Council Meetings. Until further notice, Porterville City Council Meetings will be live streamed on YouTube at <https://www.youtube.com/channel/UC5KuhSrNMNL9nwHJVtnJvvA>

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

Topic: City of Porterville - City Council Meeting of March 15, 2022

Please use the following link below to join the webinar:

<https://us06web.zoom.us/j/88086316976?pwd=OFAzYXJzeGNLbnREbGZXUjgrU095UT09>

Or via Telephone: **1-669-900-6833** Webinar ID: **880 8631 6976** Passcode: **589023**

Call to Order

Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1** - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis and Patrice Hildreth. Employee Organizations: Porterville City Employees Association, Management & Confidential Series, Public Safety Support Unit, Porterville Peace Officers Association, Porterville City Firefighters Association, Fire Officer Series, and all unrepresented management employees.
- 2** - Government Code Section 54956.95 – Liability Claim: Claimant: Joaquin Valencia. Agency claimed against: City of Porterville.
- 3** - Government Code Section 54956.95 – Liability Claim: Claimant: Andre Melkonian/Home Rental Agency. Agency claimed against: City of Porterville.
- 4** - Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Seven (7) cases in which facts are not yet known to potential plaintiff.
- 5** - 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 Council Member Reyes

Invocation

PRESENTATIONS

Recognition of Police Officers During Critical Incidents

ORAL COMMUNICATIONS

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

AB 1234 REPORTS

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

1. Tulare County Association of Governments (TCAG) /Tulare County Transportation Authority - February 28, 2022
2. LINC Committee - March 2, 2022
3. Eastern Tule Groundwater Sustainability Agency Board - March 3, 2022
4. Internal City Audit Committee - March 3, 2022
5. Porterville Chamber of Commerce First Friday Coffee - March 4, 2022
6. Military Banner Program Committee - March 8, 2022
7. COVID Ad Hoc Committee - March 8, 2022
8. Porterville Exchange Club Public Safety Dinner - March 9, 2022
9. Tule River Active Transportation Plan - March 11, 2022
10. Wall of Fame Ceremony - March 11, 2022
11. Tulare County Water Commission - March 14, 2022

REPORTS

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

- I. City Commission and Committee Meetings
 1. Parks & Leisure Services Commission - March 3, 2022
 2. Library & Literacy Commission - March 8, 2022
 3. Arts Commission
 4. Animal Control Commission -February 22, 2022
 5. Youth Commission - March 9, 2022

6. Transactions and Use Tax Oversight Committee (TUTOC) - February 24, 2022

II. Staff Informational Reports

1. Water Conservation Phase IV Status Update - February 2022

2. Clean-up Event Date Change

CONSENT CALENDAR

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

1. **Authorization to Purchase Prefabricated Structure for Storage of the Early Learning Vehicle**
Re: Consideration to authorize the purchase of a prefabricated structure for storage of the Early Learning Vehicle in the amount of \$19,400.25.
2. **Authorization to Purchase Subscription for Lease Accounting Software**
Re: Consideration to authorize the purchase of a subscription to Gravity Lease Management from IGM Technology for a total cost of \$11,375.00.
3. **Authorization to Purchase Picnic Tables**
Re: Authorization to purchase picnic tables for the Murry Park Pavilion #2 from Zoom Recreation for \$8,395.16.
4. **Authorization to Repair Transit Vehicle #8113**
Re: Consideration to authorize the transit vehicle repair by Milinich Body Works at a cost not to exceed \$14,116.
5. **Authorization to Rebuild Influent Pump #4**
Re: Consideration to award the rebuilding of influent pump #4 located at the City wastewater treatment facility, to Shape Incorporated for a not to exceed amount of \$34,135.00.
6. **Authorization to Advertise for Bids - City Hall Roofing Project**
Re: Authorizing staff to readvertise for bids on the City Hall Roofing Project with an expanded project scope and approving an additional \$145,000 in funding from the General Fund Facility Deferred Maintenance/Equipment Replacement Fund.
7. **Authorization to Advertise for Bids - Sewer Annexation Area 478B and 478C**
Re: Approving staff's recommended Plans and Project Manual, and authorizing staff to advertise for bids and to negotiate construction surveying services with one of the firms as approved by City Council action via M.O. 02-100714.
8. **Authorization to Advertise for Bids - Sewer Annexation Area 474B**
Re: Authorizing staff's recommended Plans and Project Manual, advertising for bids, and to negotiate construction surveying services with one of the firms as approved by the City Council via M.O. 02-100714.
9. **Award of Contract for Fair Housing Education Services**
Re: Considering award of a contract in the amount of \$15,000 to Community Services Employment Training (CSET) for the provision of Fair Housing education services.

- 10. Approval of Extraterritorial Service Agreements**
Re: Consideration of approval of Extraterritorial Service Agreements for municipal water services for four residential properties located on the northeast corner of Leggett Street and River Avenue in East Porterville.
- 11. Authorization of Street Closure for Music on Main Concert Series**
Re: Consideration to authorize the street closure of Cleveland Avenue between Main Street and the alley just east of Centennial Park for the proposed Music on Main Spring Concert Series to be held on Fridays at 6:00 p.m. at Centennial Park from April 8 - May 7, 2022.
- 12. Fourth Street Property Deed for Prop 68 Statewide Park Grant Program Park and Community Center Project**
Re: Consideration to authorize the recordation with the County Recorder for a Deed Restriction running on the property owned by the City of Porterville APNs 253-050-089 and 253-050-093.
- 13. Acquisition of Real Property APN 302-130-030 and 302-130-010**
Re: Authorizing the purchase of real property from members of the Reeder, Jaggers, Shannon, and Calvin families in the amount of \$3,063,500, consisting of two parcels totaling 152.75 acres generally located on the north side of Avenue 120, just east of Road 208 and the Friant-Kern Canal in southwest Porterville.
- 14. Authorization to Negotiate a Contract - Design Services for Remodel/Additions at Existing Fire Stations**
Re: Authorize staff to negotiate a scope of services and contract with Jeff Katz Architectural Corporation (JKA), or if unsuccessful, then with DKJ Architects, Inc., or if unsuccessful, then with Andrew Goodwin Designs.
- 15. Consideration of a Request for an Extension to Conditional Use Permit (PRC 2019-035-C)**
Re: Consideration of adopting a Resolution to approve a requested one-year extension of Conditional Use Permit (2019-035-C) to conditionally allow the construction of a 63,108± square foot hotel located generally northeast of Henderson Avenue and Prospect Street.
- 16. Approval for Community Civic Event - Boys & Girls Club - 2022 Love Our Kids Fun Run - April 9, 2022**
Re: Consideration to approve the Boys and Girls Club application for a community civic event permit to hold the 2022 Love Our Kids Fun Run on April 9, 2022, along Veterans Park.
- SA-17. Approval for Community Civic Event - Optimist Club/PUSD/BSD - Porterville Celebrates Reading - April 2, 2022**
Re: Considering approval of an annual event scheduled to take place on April 2, 2022, at Veteran's Park.
- 18. Status and Review of Local Emergency: Drought**
Re: Considering approval of the continuance of the Declaration of Local Emergency.

ADMINISTRATIVE HEARING

- 19. Wholly-Locally Owned Cannabis Business Operating Permit for Retail Dispensary Request for Proposals Appeal – Bloom Farms**

Re: An Administrative Hearing concerning an Appeal filed on behalf of Bloom Farms regarding a RFP submission being returned as late.

SECOND READINGS

20. Second Reading - Ordinance 1891 Approving a Zone Change (PRC 2020-044) From RS-1 (Very Low Density Residential) to RS-2 (Low Density Residential) For APNs 245-010-037, -041, AND -087

Re: Giving second reading of Ordinance 1891 approving a Zone Change, reading by title only, and adopting said ordinance to become effective in thirty (30) days.

SCHEDULED MATTERS

21. Bid Results - Fire Management Office Remodel Project

That City Council:

- 1) Award of the Fire Management Office Remodel Project to TMJ Construction Inc in the amount of \$36,875;
- 2) Authorize progress payments up to ninety-five percent (95%) of the contract amount;
- 3) Authorize a contingency in the amount of \$7,000 to cover unforeseen construction costs;
- 4) Authorize \$3,000 for construction management, quality control, and inspection services; and
- 5) Authorize an additional appropriation of up to \$28,500 from the Facility Deferred Maintenance/Equipment Replacement Designated Fund to fully fund the project.

22. Consideration of Scheduling City Council Goal and Priority Setting Session

Re: Consideration of the City Council to approve the scheduling of its Priority Projects Study Session for Tuesday, April 12, 2022, beginning at 6:00 p.m., in Council Chambers.

23. 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 April 5, 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 – MARCH 15, 2022

SUBJECT: 1. Water Conservation Phase IV Status Update - February 2022

SOURCE: Public Works

COMMENT: Information Only

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

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

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

Violations of prohibited activities are considered infractions and are punishable by fines of up to \$500 for each day in which the violation occurs. Any peace officer or employee of a public agency charged with enforcing laws and authorized to do so by ordinance may issue a citation to the violator. The City will be responding to enforcement by issuing a Notice of Violation for all witnessed occurrences and staff will be processing all reported issues. Enforcement statistics for the month of February 2022 show that a total of seven (7) notices of violation were issued for water wasting, and one (1) Administrative Citation was issued.

Water production for February 2022 shows a nine percent (9%)

increase from the 5-year average. The monthly production for February was 218 million gallons, which is an eleven percent (11%) increase in comparison to the monthly production for February 2013 of 197 million gallons. Residential consumption for February 2022 was 90 gallons per capita per day (GPCD).

Compliance with individual water supplier conservation requirements is based on cumulative savings. Cumulative tracking means that conservation savings will be added together from one month to the next and compared to the amount of water used during the same months in 2013. City Staff will be evaluating conservation totals in two formats: 1) Calculate the cumulative conservation totals for production as compared to production in 2013; and 2) Calculate cumulative conservation totals in relation to GPCD, in efforts to evaluate population growth impacts on production as compared to 2013. The cumulative total of production for the City of Porterville's conservation efforts will reflect June 2015 through February 2022. Porterville's cumulative total production conservation through February 2022 is twenty percent (20%). The cumulative total of GPCD for the City of Porterville's conservation efforts will reflect June 2015 through February 2022. Porterville's cumulative total GPCD conservation through February 2022 is twenty-five percent (25%).

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

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

city system shows a seven percent (7%) increase from February 2021 to February 2022.

ATTACHMENTS:

1. Monthly Production Status February 2022
2. Monthly Production Status GPCD February 2022
3. Drought Response Phase IV Flyer

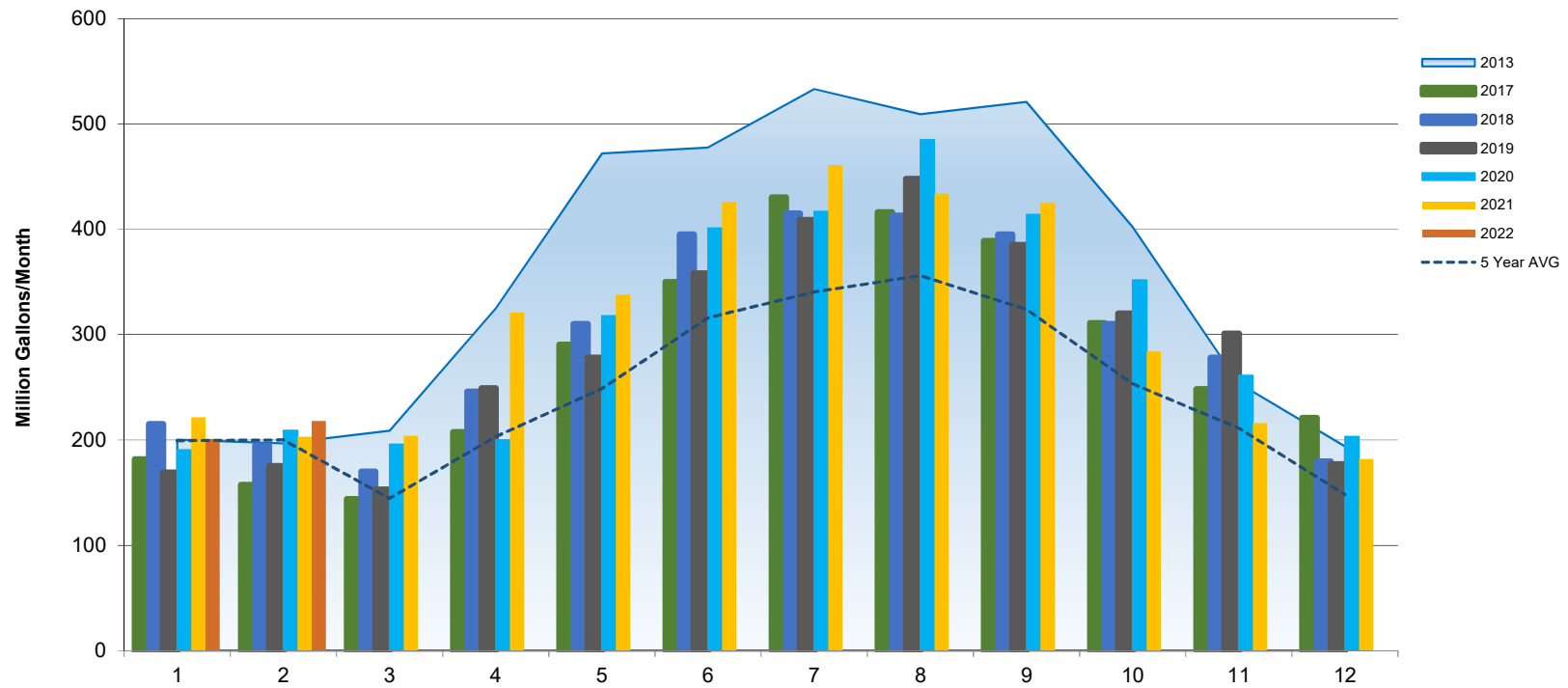
Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

Monthly Production Status & Cumulative Total June 2015 Through February 2022 Production Comparison to 2013 & 5 Year Average

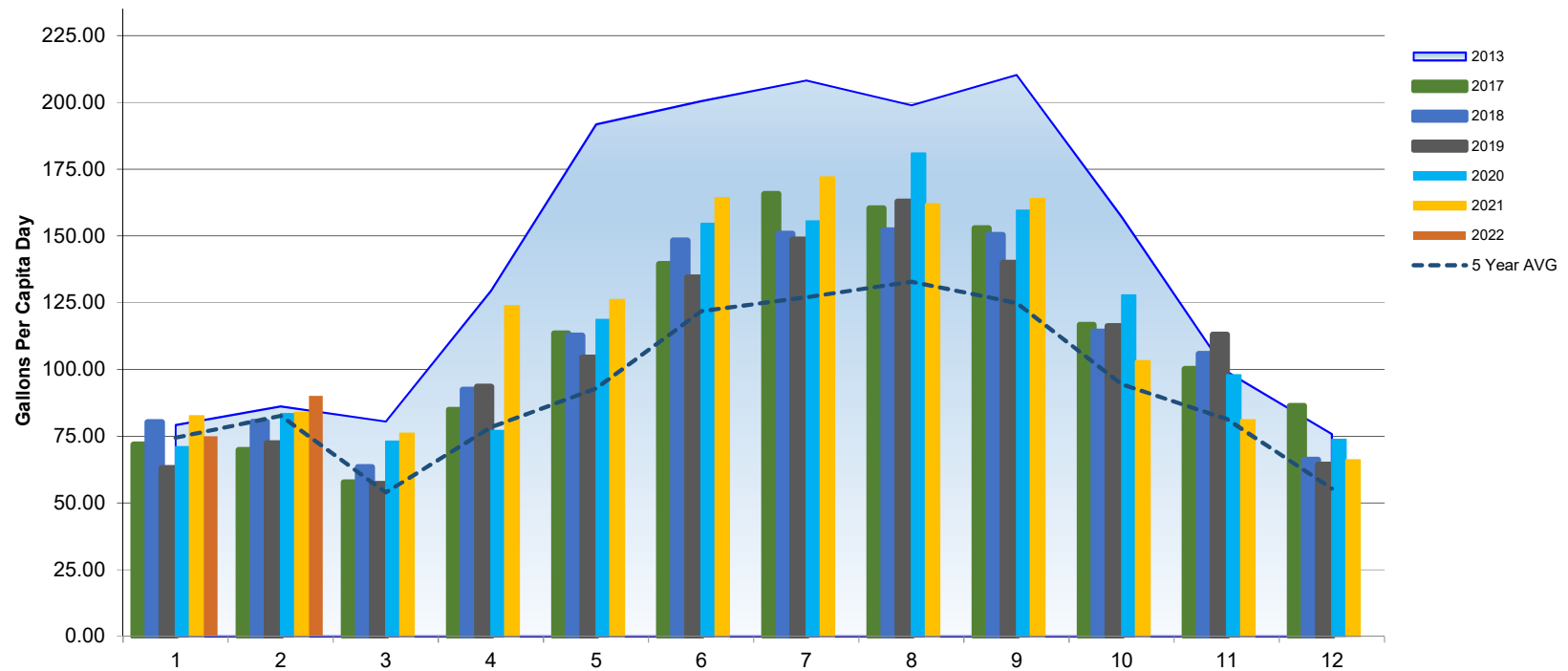


Production Cumulative Total 20.2%

	2017	-9%	-20%	-31%	-36%	-38%	-27%	-19%	-18%	-25%	-23%	-2%	14%
2018	2018	1%	-7%	-13%	-29%	-39%	-26%	-25%	-24%	-29%	-27%	7%	-13%
2019	2019	-16%	-11%	-27%	-23%	-41%	-25%	-23%	-12%	-26%	-20%	19%	-9%
2020	2020	-5%	6%	-6%	-38%	-33%	-16%	-22%	-5%	-21%	-13%	3%	5%
2021	2021	11%	3%	-2%	-1%	-28%	-11%	-14%	-15%	-18%	-29%	-15%	-6%
2022	2022	-9%	7%										

Percent Comparison to 2013 Production

Monthly Production Status & Cumulative Total June 2015 Through February 2022 Gallon Per Capita Day Comparison to 2013 & 5 Year Average



GPCD

Cumulative Total 24.5%

	2017	0%	-9%	-19%	-28%	-34%	-41%	-30%	-20%	-19%	-27%	-26%	1%
	2018	0%	1%	-7%	-29%	-29%	-41%	-26%	-28%	-24%	-29%	-27%	7%
	2019	-20%	-16%	-29%	-28%	-46%	-33%	-29%	-18%	-33%	-26%	14%	-15%
	2020	0%	-10%	-3%	-9%	-40%	-38%	-23%	-25%	-9%	-24%	-19%	-1%
	2021	0%	4%	-3%	-5.4%	-4%	-34%	-18%	-17%	-19%	-22%	-34%	-18%
	2022	-17%	-13%										

Percent Comparison to 2013 Production



DROUGHT RESPONSE Phase IV

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE IV

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

Mandatory Odd/Even Watering Schedule

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

- Odd Address
- Even Address
- Outdoor Watering is Prohibited

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

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

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

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

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

**NO WATERING
MONDAY THROUGH
FRIDAY.**



CITY COUNCIL AGENDA – MARCH 15, 2022

SUBJECT: 2. Clean-up Event Date Change

SOURCE: Public Works

COMMENT: To encourage local property maintenance and beautification, the City sponsors two clean-up events annually; one in Spring and one in Fall. These events offer City residential refuse customers free disposal of general trash, bulky items, wood waste, yard clippings, and e-waste at the City's Corporation Yard.

Based on the success of prior events, staff recommends the City host two Community Clean-Up Events in 2022. The proposed event dates were Saturday, April 23rd, and Saturday, October 15th. Staff was recently made aware of a community event conflict for April 23, 2022, conflicting with the proposed Iris Festival by the Porterville Chamber of Commerce. Staff has made the necessary changes to move the proposed clean-up event to Saturday, May 21, 2022, and conduct the Fall event Saturday, October 15, 2022. As in the past, the events are open to all residents receiving City residential refuse service. Staff estimated city costs for both events to be approximately \$11,000 and funded through the Solid Waste Operating Budget.

RECOMMENDATION: Informational Item Only

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – MARCH 15, 2022

SUBJECT: Authorization to Purchase Prefabricated Structure for Storage of the Early Learning Vehicle

SOURCE: Parks and Leisure Services

COMMENT: The City of Porterville Library received a California State Library (CSL) Shared Vision Grant award in the amount of \$60,000 to purchase an early learning vehicle in 2020. The first disbursement from CSL in the amount of \$54,000 arrived in the Fall of 2020. The CSL Shared Vision Grant closes on March 31, 2022, and once staff completes the final report in April 2022, the remaining funds of \$6,000.00 will be disbursed to the City.

Recently, staff received approval from CSL grant administration staff to spend the remainder of the grant funds on a prefabricated shelter to protect and store the early learning vehicle. Tuff Shed was the sole vendor who responded with a quote that contained the appropriate dimensions, along with the requirements from CSL including that the unit had to be prefabricated and portable. The total cost of the pre-fabricated shelter with installation is \$19,400.25, plus tax. Upon CSL's final disbursement to the City, the remaining balance of the grant will be \$10,450.88. Staff proposes to utilize budgetary savings from the Library Division's General Fund to cover the remaining balance of the Tuff Shed.

RECOMMENDATION: That the City Council authorize staff to purchase a Tuff Shed shelter for the storage of the Early Learning Vehicle in the amount of \$19,400.25 plus tax.

ATTACHMENTS: 1. Tuff Shed Quote

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager



TUFF SHED

Quote

Location: Goshen | #190 | 559-651-2705

Scheduled Date:

Factory Location: Fresno | #190 | 559-268-8833

Created Date: 12/07/2021

Prepared by: Stephanie Farias | (559) 571-1068 |
sfarias@tuffshed.com

Customer p. |c.

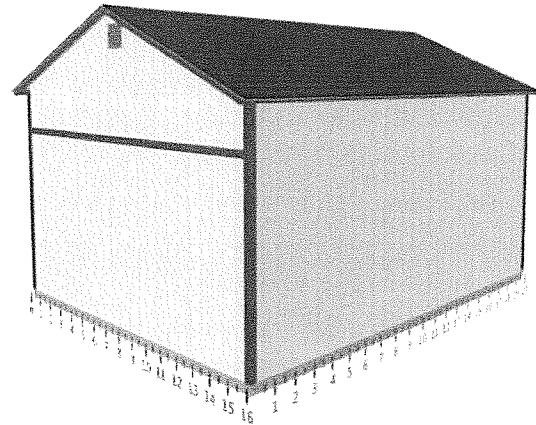
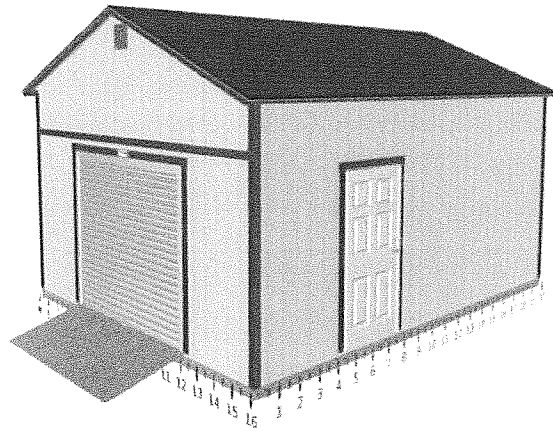
Special Instructions:

JDE SO
SF Quote Q-1430331

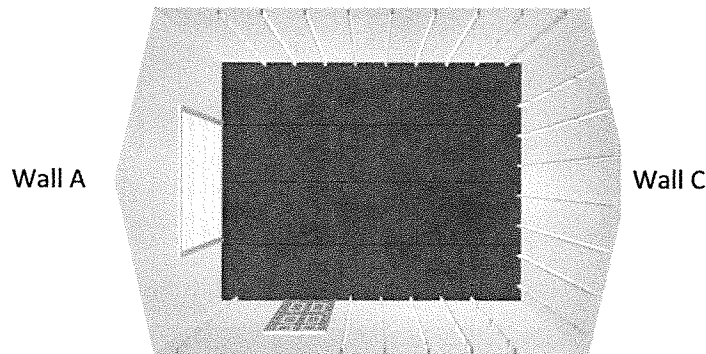
Ship to Address 291 North Main Street
Porterville, CA 93257

Line Item Description	Sales Price	Quantity	Promo	Add'l Disc	Total Price
Premier Pro Tall Ranch 16 x 20	\$11,790.00	1.00	(\$0.00)	\$0.00	\$11,790.00
Wall Height - 2' increase from standard	\$27.50	72.00	(\$0.00)	\$0.00	\$1,980.00
Custom Services: Multi Day Fee (1000) & Door upgrade to 8 x 8 (500)	\$1,500.00	1.00	(\$0.00)	\$0.00	\$1,500.00
Paint 10% of building base price	\$1,179.00	1.00	(\$0.00)	\$0.00	\$1,179.00
Upgrade - 8' x 7' Roll-Up Canister	\$965.00	1.00	(\$0.00)	\$0.00	\$965.00
12" OC Joist Spacing	\$2.25	320.00	(\$0.00)	\$0.00	\$720.00
Upgrade - 3068 L-In 6 Panel Residential Door	\$575.00	1.00	(\$0.00)	\$0.00	\$575.00
Engineering Fees	\$1.25	320.00	(\$0.00)	\$0.00	\$400.00
Pair of Heavy Duty Ramps	\$299.00	1.00	(\$74.75)	\$0.00	\$224.25
Additional Heavy Duty Ramp Plank	\$125.00	2.00	(\$31.25)	\$0.00	\$187.50
12"x12" Wall Vent - Brown	\$37.00	2.00	(\$9.25)	\$0.00	\$55.50
Paint - Night Watch	\$0.00	1.00	(\$0.00)	\$0.00	\$0.00
Leveling 0"-4"	\$0.00	1.00	(\$0.00)	\$0.00	\$0.00
Hickory Lifetime	\$0.00	387.00	(\$0.00)	\$0.00	\$0.00
Paint - Southern Breeze	\$0.00	751.00	(\$0.00)	\$0.00	\$0.00
Credit for Removal of Default Door	(\$275.00)	1.00	(\$0.00)	\$0.00	(\$275.00)
Delivery Fee	\$99.00	1.00	()	\$0.00	\$99.00

Gross Total	\$19,556.00
Discount	(\$155.75)
Net Total	\$19,400.25
Estimated Tax	\$0.00
Grand Total	



Wall D



Wall A

Wall C

Wall B

Base Details

Building Size & Style

Premier Pro Tall Ranch - 16' wide by 20' long

Paint Selection

Base: Southern Breeze, Trim: Night Watch

Roof Selection

Hickory Dimensional Premium Shingle

Drip Edge

Brown

Is a permit required for this job?

Yes, Engineering fees still apply

Who is pulling the permit?

Customer

Options Details

Special Instructions

Roll UP Canister Door UPGRADE 8 x 8

Doors

Roll-Up Canister Door (8' x 7'), , Heavy Duty Ramp Pair, 2 extra ramps
6-Panel Residential Door (Left Hand Inswing),

Walls

72 Lin Ft Wall Height - 2' increase from standard

Floor and Foundation

320 Sq Ft 12" OC Joist Spacing

Vents

2 Ea 12"x12" Wall Vent - Brown

Custom Services

Multi Day Fee (1000) & Door upgrade to 8 x 8 (500)

Jobsite/Installer Details

Do you plan to insulate this building after Tuff Shed installs it?

No

Is there a power outlet within 100 feet of installation location?

Yes

The building location must be level to properly install the building. How level is the install location?

Within 4" of level

Will there be 18" of unobstructed workspace around the perimeter of all four walls?

Yes

Can the installers park their pickup truck & trailer within approximately 200' of your installation site?

Yes

Substrate Shed will be installed on?

Not Anchored to Concrete with Shed Floor

Signature: _____ Date: _____



CITY COUNCIL AGENDA – MARCH 15, 2022

SUBJECT: Authorization to Purchase Subscription for Lease Accounting Software

SOURCE: Finance

COMMENT: In June 2017, the Government Accounting Standards Board (GASB) issued Statement No. 87, Leases, which revised the existing standards on lease accounting and financial reporting. The objective of this Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. It establishes a single model for lease accounting based on the foundational principle that leases are financing of the right to use an underlying asset.

GASB Statement No. 87 requires an evaluation of the City's current lease portfolio to determine if they meet the Statement's definition of a lease. It requires the recognition of a lease liability and a lease asset for the lessee or a lease receivable and deferred inflow of resources for the lessor, calculation of the present value of future lease payments, preparation of amortization schedules, journal entries, and the required disclosure notes to the financial statements. GASB 87 is effective beginning in the current fiscal year 2021-2022.

In May 2020, GASB issued Statement No. 96, Subscription-Based Information Technology Arrangements (SBITAs), which establishes standards of accounting and financial reporting for SBITAs by a government. SBITAs provide governments with access to vendors' IT software and associated tangible capital assets for subscription payments without granting governments perpetual license or title to the IT software and associated tangible capital assets. Prior to the issuance of this Statement, there was no accounting or financial reporting guidance specifically for SBITAs. GASB 96 is effective beginning in the next fiscal year, 2022-2023.

To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, Leases. It requires the recognition of a subscription liability and an intangible right-to-use asset, calculation of the present values of subscription payments, preparation of amortization schedules, journal entries, and note disclosures.

To ensure compliance and assist staff in the implementation of both GASB 87 and GASB 96, staff explored the following specialized cloud-based software for lease analysis and management and to automate accounting workflows:

1. EZLease - Annual software subscription cost of \$7,807.50 for up to seventy-five (75) leases. The annual cost for the next tier, up to one hundred (100) leases is \$10,410. The price of annual subscription renewals will not increase by more than three percent (3%).

2. LeaseQuery - Annual software subscription cost of \$7,140 for up to eighty-five (85) records, \$1,000 annual cost for GASB 96 module, plus a one-time implementation cost of \$2,500 and \$7,500 (\$100 per lease for 75 leases) for lease entry and analysis, for a total initial cost of \$18,140. They do not anticipate any price increases in the next few years.

3. DebtBook - Annual subscription cost of \$9,750 for up to seventy-five (75) leases. DebtBook is offering a discount of \$750 for the first year. This initial subscription includes data entry of lease and analysis at no additional cost. The DebtBook application will also handle GASB 96 contracts. For each renewal term, the new cost will be determined based on the aggregate number of lease obligations outstanding at the time of renewal. DebtBook pricing for the next tier (75 - 150 leases) goes up to \$15,000 per year.

4. IGM Technology - Gravity - Annual subscription cost of \$9,500 plus one-time implementation fee of \$1,875 or \$25 per lease, which includes data entry of lease, for a total cost of \$11,375 for year one. Gravity will also handle GASB 96 SBITAs and only charge \$25 per contract. The subscription cost for year two will remain the same at \$9,500, and then a four percent (4%) increase every year.

After an exhaustive analysis and cost comparison of the above proposals, staff determined that IGM Technology's Gravity Lease Management to be the best solution that will assist staff in the implementation and compliance with GASB 87 and GASB 96. The cost of the subscription will be split between the Finance Department and the Airport Fund.

RECOMMENDATION: That the City Council authorize staff to negotiate the purchase of subscription to Gravity Lease Management from IGM Technology for a one-year contract with an option to renew the contract annually as needed.

ATTACHMENTS:

1. Lease Software Cost Analysis
2. EZLease Order Proposal
3. LeaseQuery Proposal
4. DebtBook Proposal
5. IGM Technology Proposal

Appropriated/Funded:

Review By:

Department Director:
Final Approver: John Lollis, City Manager

City of Porterville
Lease Software Cost Analysis

	EZ Lease	Lease Query	DebtBook	Gravity
Year 1	\$ 7,807.50	\$ 7,140.00	\$ 9,750.00	\$ 9,500.00
	75 leases	85 records	75 leases	75 leases
discount			\$ (750.00)	
implementation		\$ 2,500.00		
lease entry/analysis		\$ 7,500.00	included	\$ 1,875.00
SBITAs		\$ 1,000.00		
Total (one year)	\$ 7,807.50	\$ 18,140.00	\$ 9,000.00	\$ 11,375.00
Year 2	\$ 10,410.00	\$ 8,140.00	\$ 15,000.00	\$ 9,500.00
	100 leases	100 records	150 records	100 records
data entry				\$ 625.00
	\$ 10,410.00	\$ 8,140.00	\$ 15,000.00	\$ 10,125.00
Total (two years)	\$ 18,217.50	\$ 26,280.00	\$ 24,000.00	\$ 21,500.00
Year 3	\$ 10,722.30	\$ 8,140.00	\$ 15,000.00	\$ 9,880.00
Total (three years)	\$ 28,939.80	\$ 34,420.00	\$ 39,000.00	\$ 31,380.00

EZLEASE ORDER FORM

EZLease, LLC ("EZLease")
10740 Parkridge Blvd. Suite 701
Reston, Virginia 20191
United States

City Of Porterville, CA ("Customer")
Offer Valid Through: 2/28/2022
Proposed by: Matthew Sachse
Quote Number: 1

Address Information

Billing Contact:

Company Name: City Of Porterville, CA
Contact Name: Maria Bemis
Email Address: fin-dept@ci.porterville.ca.us
Phone: 559-782-7566
Address:
291 North Main Street, Porterville, CA United States

Customer Contact:

Company Name: City Of Porterville, CA
Contact Name: Maria Bemis
Email Address: fin-dept@ci.porterville.ca.us
Phone: 559-782-7566
Address:
291 North Main Street, Porterville, CA, United States

Subscription

Contract Start Date* ("Order Effective Date"):
Contract End Date*:
Subscribed Lease Count: 75
Administrative User Name:
Administrative User Email :

Payment Method: ACH
Payment Terms: Net 30
Billing Frequency: Annually in Advance of each Contract Year
Billing Method: Email

Subscribed EZLease Service/Software

Description	Annual Subscription Fees
EZLease - Cloud	\$ 7,807.50
Total	USD \$ 7,807.50

The features and functions and rules, policies, procedures and use restrictions for EZLease are available at [EZLease Service Descriptions](#) as updated from time to time in accordance with the Subscription Agreement. Customer acknowledges that the Service Descriptions may include restrictions and limitations on use of the Subscription Services and agrees that its use of each Subscription Service selected by Customer will be in accordance with the Service Descriptions.

Standard Terms and Conditions

This Order Form is governed by and incorporates the EZLease [Subscription Services Agreement](#) (the "Subscription Agreement"). All capitalized terms not otherwise defined in this Order Form have the meaning ascribed to them in the Subscription Agreement.

Support

EZLease will use reasonable efforts to make Support Services available as per the [EZLease Service Descriptions](#).

Special Terms

- Upon EZLease' acceptance of Customer's Order Form, EZLease will provision the instance of the Subscription Services and send an email to the Administrative User named above providing instructions on how to access the Subscription Services and establish Authorized User Accounts.
- The annual subscription price set forth in the table above is based on the "Subscribed Lease Count". If Customer exceeds or expects to exceed the then-current Subscribed Lease Count at any time, Customer must notify EZLease and purchase an additional number of Leases based on Customer's actual or expected use. The number of Leases utilized by Customer will be calculated using the number of unique schedule IDs (Deal IDs) in the Subscription Services.

3. EZLease Subscription Agreement is covered by EZLease' 30-day money-back warranty. If within 30 days of granting access to EZLease, it does not substantially perform as described in the Documentation and EZLease is unable to furnish a cure for the deficiency, Customer may cancel the subscription. Customer will not otherwise be entitled to cancel the subscription or receive any refund of amounts paid to EZLease except in the event of an EZLease breach and failure to cure within the prescribed time period as provided in the Subscription Agreement.
4. The initial term of this Order Form is from the Contract Start Date through the Contract End Date (the "Committed Term" or "Order Initial Term"). Each Order Form Term annual period is referred to as a "Contract Year".
5. The term of the Order Form will automatically renew for additional periods equal to the expiring term or one year (whichever is shorter), unless either Customer or EZLease gives the other notice of non-renewal at least 30 days before the end of the expiring term. The pricing during any such renewal term will not increase by more than three (3) percent over the Subscription Fees of those applicable at the end of the prior term unless EZLease has given Customer written notice of a pricing increase at least 90 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal. The foregoing will not limit fee increases due to increases in the Subscribed Lease Count.

Taxes

Prices shown above does not include any applicable taxes payable by the Customer. Any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Customer Contact" location provided by Customer on this Order Form unless applicable laws and regulation require otherwise.

Invoice Terms

All fees for the first Contract Year will be invoiced on or after the Order Effective Date. Fees for subsequent Contract Years may be invoiced by EZLease prior to each Contract Year.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form? (Customer to complete)

PO Number: _____ PO Amount: _____

Purchase Order terms, provisions, or conditions will not have any effect on EZLease or Customer obligations and will not, otherwise, modify the terms of this Order Form.

Acceptance

Customer agrees to the terms of this Order Form and represents that Customer's signatory below has the authority to bind Customer to the Subscription Agreement. This Order Form becomes binding on Customer when delivered to EZLease with Customer's signature and will be deemed accepted by EZLease upon EZLease providing Customer access to EZLease Cloud. Prior to such deemed acceptance, EZLease may provide Customer notice objection to Customer's Order, in which event this Order Form will be of no force or effect as to either Customer or EZLease.

Accepted by Customer:

By: _____

Name: _____

Title: _____

Date: _____

PROPOSED COSTS FOR City of Porterville

LeaseQuery would be delighted to partner with City of Porterville to provide the best solution and value possible to meet the project goals. With that in mind, LeaseQuery is offering:

- An annual software subscription fee for up to 85 records for \$7,140 for purchasing a pre-paid 1-year subscription.
- LeaseQuery can offer an Organizational database structure setup, data migration and bulk upload template configuration and training for \$4,500 for purchasing a pre-paid 1-year subscription.

Elective Options

- GASB 96 Module - \$1,000 annually
- Lease Entry and Analysis - \$100 per lease (LeaseQuery will enter from the latest amendment or renewal)

Summary of Upfront Costs:

1-year software subscription (\$7,140)	\$	7,140
GASB 96 Module – Elective annual cost		1,000
Organizational database structure setup, data migration and training		2,500
Lease Entry and Analysis – 75 leases		7,500
Total upfront costs upon signature	\$	18,140

We greatly appreciate the opportunity to partner with City of Porterville on this project. If you wish to purchase a subscription and engage us to provide the services described in this proposal, please review and sign the separately provided sales order and return it to us.

Please contact Patrick Shields at 404-513-8051 or Patrick.Shields@leasequery.com with any questions.



Porterville, CA

Porterville, CA

291 N. Main St.
Porterville, CA 93257
US

Maria Bemis

Finance Director
mbemis@ci.porterville.ca.us
(559) 782-7435

Reference: 20220212-143656650

Quote created: February 12, 2022
Quote expires: March 16, 2022
Quote created by: Bill Fray
Regional Sales Director
bill.fray@debtbook.com
+1 (407) 463-5117

Comments from Bill Fray

\$750 discount off year 1 if contract is signed by 3/15/22.

Products & Services

Item & Description	Quantity	Unit Price	Total
'22 Implementation Charge: Tier 2 This covers the cost of our full-service implementation process for your organization.	1	\$0.00	\$0.00
'22 Subscription Charge: Tier 2 This represents the annual subscription charge your organization pays for access to the DebtBook platform. There are no additional charges - this covers onboarding, unlimited users, external sharing, support and training.	1	\$9,750.00 / year	\$9,750.00 / year

Subtotals

Annual subtotal	\$9,750.00
-----------------	------------

Other Fees

Discount if contract signed by 3/15/22	-\$750.00
--	-----------

Total \$9,000.00

Questions? Contact me



Bill Fray

Regional Sales Director

bill.fray@debtbook.com

+1 (407) 463-5117

DebtBook

300 West Summit Ave, Suite 110

Charlotte, NC 28203

United States

Pricing - 2022



Tier	Debt & Lease Obligations Outstanding (# and \$)	Setup Charge	Annual Fee
1	Up to 15 and \$50 million	\$0	\$6,500
2	Up to 75 or \$200 million	\$0	\$9,750
3	Up to 150 or \$1 billion	\$0	\$15,000
4	Up to 300 or \$3 billion	\$0	\$25,000
5	Up to 500 or \$5 billion	\$10,000	\$40,000
6	Up to 750 or \$7 billion	\$20,000	\$55,000
7	Up to 1,000 or \$8.5 billion	\$35,000	\$65,000
8	Up to 1,250 or \$10 billion	\$50,000	\$75,000
9	Up to 1,500 or \$12 billion	\$60,000	\$90,000

ORDER FORM

Fifth Asset, Inc., d/b/a DebtBook ("**DebtBook**") is pleased to provide **City of Porterville, CA** ("**Customer**") with the Services subject to the terms established in this Order Form. This Order Form may be modified or replaced from time to time by a subsequent Order Form duly executed and delivered by each party in connection with any Renewal Term.

The Services are subject to DebtBook's General Terms & Conditions (the "**Terms & Conditions**"), which have been provided to Customer, and the Incorporated Documents referenced in the Terms & Conditions. Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

Order Details

Effective Date: 4/1/2022

Initial Term End Date: 3/31/2023

Initial Pricing Tier: Tier 2

Billing Frequency: Annually

Payment Terms: Net 30

Services. Subject to the terms described in this Order Form, DebtBook will grant Customer access to the Application Services during the Initial Term described above and, if applicable, each subsequent Renewal Term. As part of the initial implementation and onboarding process, DebtBook will provide Customer with the Implementation Services. DebtBook will also provide Customer with the Support Services throughout the Term.

Fees. DebtBook will charge Customer (1) a one-time Implementation Fee for its initial Implementation Services and (2) a recurring Subscription Fee for Customer's ongoing access to the Application Services and Support Services.

Generally, DebtBook sets Fees using its standard pricing schedule for the Services based on the Customer's applicable Pricing Tier, which is based on the total number and amount of debt and lease obligations outstanding at the time of determination. The Initial Pricing Tier indicated above is based on Customer's good faith estimate of its total number and amount of debt and lease obligations currently outstanding and will not change during the Initial Term, regardless of (1) the actual number or amount of the Customer's debt and lease obligations implemented as part of the Implementation Services or (2) any changes during the Initial Term to Customer's debt and lease obligations.

Billing. Unless otherwise provided in the Customer Terms, all Fees will be due and payable in advance on the terms indicated above, and each invoice will be emailed to the Customer's billing contact indicated below.

Renewal Term. The Initial Term is subject to renewal on the terms set forth in the Terms & Conditions. The pricing tier applicable for each Renewal Term will be determined based on the aggregate number and amount of the Customer's debt and lease obligations outstanding at the time of renewal.

Termination. The Agreement is subject to early termination on the terms set forth in the Terms & Conditions.

Entire Agreement. By executing this Order Form, each party agrees to be bound by (1) this Order Form, (2) the Terms & Conditions, (3) the Incorporated Documents, and (4) any Customer Terms.

This Order Form, the Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete "Agreement" between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

Intellectual Property. Except for the limited rights and licenses expressly granted to Customer under this Order Form and the Terms & Conditions, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the DebtBook IP.

Important Disclaimers & Limitations. EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET FORTH IN THE TERMS & CONDITIONS.

Notices. Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.

Authority; Execution. Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

FIFTH ASSET, INC., D/B/A DEBTBOOK

CITY OF PORTERVILLE, CA

By: _____
Name: Tyler Traudt
Title: CEO

By: _____
Name: Maria Bemis
Title: Finance Director

Notice Address

300 W. Summit Avenue, Suite 110
Charlotte, NC 28203
Attention: Chief Executive Officer
tyler.traudt@debtbook.com

Notice Address

291 N. Main St.
Porterville, CA 93257
Attention: Maria Bemis
mbemis@ci.porterville.ca.us

Billing Contact

Same as above

DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these “**Terms & Conditions**”) which govern the Customer's access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, the Customer agrees to be bound by these Terms.

1. Definitions.

“**Aggregated Statistics**” means data and information related to Customer's use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

“**Agreement**” means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

“**Application Services**” means DebtBook's debt and lease management software-as-a-service application.

“**Appropriate Security Measures**” means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

“**Authorized User**” means any of Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

“**Customer**” means the person or entity purchasing the Services as identified in the Order Form.

“**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

“**Customer Terms**” means any terms or agreements provided by Customer and applicable to the Services but only to the extent such terms or agreements are expressly referenced and incorporated into the Order Form. For the avoidance of doubt, “Customer Terms” does not include any purchase order or similar document generated by Customer unless such document is expressly referenced and incorporated into the Order Form.

“**DebtBook**” means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

“**DebtBook IP**” means (1) the Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

“**Documentation**” means DebtBook's end user documentation and content, regardless of media, relating to the Services made available from time to time on DebtBook's website at <https://support.debtbook.com>.

“**Feedback**” means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions for new features, functionality, or changes to the DebtBook IP.

“**Governing State**” means, if Customer is a governmental entity, the state in which Customer is located. Otherwise, “Governing State” means the State of North Carolina.

“**Implementation Services**” means onboarding and implementation services, including entry of relevant data, as necessary to make the Application Services available to the Customer during the Initial Term.

“**Incorporated Documents**” means, collectively, the Privacy Policy, the Documentation, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated

Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at <https://www.debtbook.com/legal>.

"Initial Term" means the Initial Term of the Services beginning on the Effective Date and ending on the Initial Term End Date, as established in the Order Form.

"Order Form" means (1) the order document executed and delivered by DebtBook and Customer for the Initial Term or (2) to the extent applicable, any subsequent order document executed and delivered by DebtBook and Customer for any Renewal Term, including, in each case, any applicable Order Form Supplement.

"Order Form Supplement" means any Order Form Supplement expressly referenced and incorporated by reference into any Order Form.

"Privacy Policy" means, collectively, DebtBook's privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with their terms.

"Renewal Term" means any renewal term established in accordance with the terms of the Agreement.

"Services" means, collectively, the Application Services, the Implementation Services, and the Support Services.

"SLA" means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook's website and as updated from time to time in accordance with its terms.

"Support Services" means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

"Term" means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

"Usage Policy" means, collectively, DebtBook's acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer's Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer's internal use and for the Authorized Users' use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) Documentation License. Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer's Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer's and its Authorized User's internal business purposes in connection with its use of the Services.

(c) Customer Responsibilities. Customer is responsible and liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) Suspension. Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement; (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "**Service Suspension**"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify the Customer or disclose Customer's Confidential Information.

3. Service Levels and Support. Subject to the terms and conditions of the Agreement, DebtBook will use commercially reasonable efforts to make the Application Services and Support Services available in accordance with the SLA.

4. Fees and Payment.

(a) Fees. Customer will pay DebtBook the fees ("**Fees**") set forth in the Order Form. DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in the Order Form. Customer must pay all Fees in US dollars, and all Fees are fully earned once paid. To the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. Confidential Information.

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential

Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party and make a reasonable effort to obtain a protective order; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5, on written request by Customer made within 30 days after the effective date of termination of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED \$1,000,000.

(c) Customer Indemnification. To the extent permitted by applicable law, Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. Term and Termination.

(a) **Term.** Except as the parties may otherwise agree in the Order Form, or unless terminated earlier in accordance with the Agreement:

(i) the Initial Term of the Agreement will begin on the Effective Date and end on the Initial Term End Date;

(ii) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(iii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule published on DebtBook's website and generally applicable to all users of the Services, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) **Termination.** In addition to any other express termination right set forth in the Agreement:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if (1) Customer is a governmental entity and (2) sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) **Survival.** Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. Independent Contractor. The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) **Governing Law; Submission to Jurisdiction.** The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding,

(b) **Entire Agreement; Order of Precedence.** The Order Form, any Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Order Form (2) the Customer Terms, (3) the Terms & Conditions, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) Amendment; Waiver. No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) Notices. All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a “**Notice**”) must be in writing and addressed, if to Customer, to the recipients and addresses set forth on the Order Form (or to such other address as Customer may designate from time to time in accordance with this Section). All Notices to DebtBook must be addressed to the recipients and addresses set forth at <https://www.debtbook.com/legal>. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) Force Majeure. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party’s reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Assignment. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) Marketing. Neither party may issue press releases related to the Agreement without the other party’s prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors.

(i) State-Specific Certifications & Agreements. To the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law; and

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same.

(j) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.



SAAS SERVICE AGREEMENT – Order Form3

Customer: City of Porterville, California	Contact: Maria Bemis
Address: 291 North Main Street	Title: Finance Director
Porterville, California 93257	Phone: (559) 782-7435
	Email: mbemis@ci.porterville.ca.us

Services: Access to Gravity (the “Service(s)”).

Service Fees – Year 1: The Customer has the right to identify up to 10 Named Users to have Access to Gravity. The Service Capacity includes:

- Gravity Lease Management (includes 3 Named Users) \$9,500

Total Service Fees – 12 months \$9,500 USD

Service Fees for the first year are payable net 30 days after the commencement of the Gravity Kick-off meeting.

Services Fees – Year 2: If the Customer chooses to renew its subscription to Gravity for a second year with the same Service Capacity, then the Service Fees in Year 2 will be \$9,500.
 Service Fees for Year 2 would be payable in advance upon renewal.
 Service Fees in subsequent years will be governed by the terms and conditions of this SaaS Service Agreement.

Optional Contract Extension Year 3

Services Fees – Year 3: If the Customer chooses to renew its subscription to Gravity for a second year with the same Service Capacity, then the Service Fees in Year 3 will be \$9,880.
 Service Fees for Year 3 would be payable in advance upon renewal.
 Service Fees in subsequent years will be governed by the terms and conditions of this SaaS Service Agreement.

Services Fees – Year 4: If the Customer chooses to renew its subscription to Gravity for a second year with the same Service Capacity, then the Service Fees in Year 4 will be \$10,275.
 Service Fees for Year 4 would be payable in advance upon renewal.
 Service Fees in subsequent years will be governed by the terms and conditions of this SaaS Service Agreement.

Services Fees – Year 5: If the Customer chooses to renew its subscription to Gravity for a second year with the same Service Capacity, then the Service Fees in Year 5 will be \$10,686.
 Service Fees for Year 5 would be payable in advance upon renewal.
 Service Fees in subsequent years will be governed by the terms and conditions of this SaaS Service Agreement.

Implementation Services: Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work (“SOW”) attached as Exhibit A hereto (“Implementation Services”), and Customer shall pay Company the Implementation Fee in accordance with the terms herein.

Implementation Fee (one-time fee):

- 75 Data Entry of Lease Contracts (\$25 per contract) \$1,875

Total Implementation Fee (one-time fee): \$1,875 USD

Implementation fees are payable net 30 days after the commencement of the Gravity Kick-off meeting.



SAAS SERVICES AGREEMENT – Order Form

This SaaS Services Agreement (“Agreement”) is entered into on this _____ day of _____, 2022 (the “Effective Date”) between **IGM Technology Corp.** with a place of business at 77 McMurrich St Unit 318, Toronto, Ontario (“Company”), and the Customer listed above (“Customer”). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

IGM Technology Corp.:

City of Porterville, CA:

By: _____ Itzhak Gleicher

By: _____

Signature: _____

Signature: _____

Title: _____ CEO

Title: _____



TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit B.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the Support Terms attached hereto as Exhibit C.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

2.2 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard terms of service then in effect and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services.

2.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment and the administrative and user passwords.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services

("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to increase the Service Fees to reflect inflation and ongoing enhancements applied to the software platform, to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company will bill through an invoice. Full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in



immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than taxes based on Company's net income.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON,

COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of law provisions. Customer agrees to reasonably cooperate with Company to serve as a reference account upon request.



EXHIBIT A

Statement of Work

The Company will provide the following services:

- Gravity - Implementation Services for Lease Management automation
 - Comprehensive on-line training
 - IGM Consulting Services in setting up and using Gravity to measure and maintain the reporting requirements proposed for GASB 87
 - IGM Consulting Services in extracting Lease contract information and Entry of Lease contracts into Gravity Lease Management module for up to 75 contracts.



EXHIBIT B

Service Level Terms

The Services shall be available 99.9%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Company will credit Customer 5% of Service fees; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash. Company will apply any credits accumulated in the prior annual period, towards the Service Fees in the next annual period.



EXHIBIT C

Support Terms

IGM will provide Technical Support to customer via both telephone and electronic mail Monday – Friday between 6am – 8pm Eastern Time (“Support Hours”).

Customer may initiate a helpdesk ticket during Support Hours by calling IGM’s customer support line or any time by emailing support@igm.technology

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

Emergency customer support is available outside of Support hours and can be initiated by calling IGM’s customer support line or emailing support@igm.technology



CITY COUNCIL AGENDA – MARCH 15, 2022

SUBJECT: Authorization to Purchase Picnic Tables

SOURCE: Parks and Leisure Services

COMMENT: At its meeting on February 15, 2021, the City Council authorized staff to advertise for bids for the Murry Park pavilion #2 renovation project. The renovation will entail concrete ADA transitional pieces, a new concrete slab for the pavilion, and new picnic tables to replace the old concrete tables and benches. The total project cost is estimated to be \$35,000.

Picnic table quotes were obtained from companies that are members of government purchasing programs, including US Communities and Omnia Partners. The order will consist of five 8' heavy duty standard rectangle tables, and one 8' ADA accessible heavy duty rectangle table. The surface mounted tables all have a powder coated frame, stainless steel hardware, and perforated diamond rolled edges.

Three responsive quotes that satisfied all of the specifications were received from the four companies that were contacted. The project will be funded from the General Fund's Facility Deferred Maintenance/Equipment Replacement Designated Fund. The quotes are as follows:

Zoom Recreation \$8,395.16
Ross Recreation Equipment \$14,647.92
MRC Gametime \$16,582.27

RECOMMENDATION: That the City Council:

1. Authorize the purchase of picnic tables for the Murry Park pavilion #2 from Zoom Recreation for \$8,395.16; and
2. Adopt the draft Resolution authorizing the appropriation of up to \$35,000 from the General Fund Facility Deferred Maintenance / Equipment Replacement Designated Fund for the Murry Park pavilion #2 renovation project.

ATTACHMENTS:

1. Draft Resolution
2. Picnic Table Quotes

3. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE FACILITY DEFERRED MAINTENANCE / EQUIPMENT REPLACEMENT DESIGNATED FUND FOR THE RENOVATION OF MURRY PARK PAVILION #2

WHEREAS: Murry Park has four picnic pavilions for the public to utilize; and

WHEREAS: Murry Park picnic pavilion #2 is in need of renovation as its concrete foundation is cracked, ADA transitional pieces need to be redone, and its picnic tables need to be replaced; and

WHEREAS: The City of Porterville Municipal Code Section 2-31.3, established the Facility Deferred Maintenance / Equipment Designated Fund for the exclusive purpose of providing funds to support one-time City facility deferred maintenance and / or equipment replacement costs.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council of the City of Porterville make a finding that the renovation of Murry Park Pavilion #2 is within the intent and purpose of the Facility Deferred Maintenance / Equipment Replacement Designated Fund; and

2. That the City Council of the City of Porterville does hereby approve and authorize the appropriation of up to \$35,000 from the Facility Deferred Maintenance / Equipment Replacement Designated Fund for the immediate repair of Murry Park Pavilion #2.

PASSED, APPROVED AND ADOPTED this 1st day of March, 2022.

Martha A. Flores, Mayor

ATTEST: John D. Lollis, City Clerk

By: _____

Patrice Hildreth, Chief Deputy City Clerk

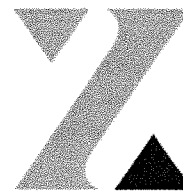
Zoom Recreation

4000 Barranca Parkway Suite 250-659

Irvine, CA 92604

866-234-3392

dan@zoomrecreation.com



Quote

ADDRESS

Donnie Moore

City of Porterville

291 North Main Street

Porterville, CA 93257

SHIP TO

Donnie Moore

City of Porterville

500 E. Putnam Ave

Porterville, CA 93257

QUOTE # 1738**DATE 02/16/2022****EXPIRATION DATE 03/18/2022****PROJECT MANAGER**

Dan Smith

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	PRODUCT	- 8' UltraLeisureTM Rectangular Portable Table - - T8UL - (2) attached 8' seats - Rounded corners - (2) 3/8" black powder coated frame - Glossy Thermoplastic table top and seats available in blue, red, green and black - Pre-drilled surface mount holes	5	1,079.44	5,397.20T
	PRODUCT	-8' UltraLeisureTM Accessible Rectangular Portable Table - T8ULHDCP - 2 attached 8' seats - Rounded corners - (2) 3/8" black powder coated frame - Glossy Thermoplastic table top and seats available in blue, red, green and black - Pre-drilled surface mount holes - 24" overhang for ADA accessibility	1	1,181.44	1,181.44T

-This proposal does not provide for the following service items, unless otherwise stated: receipt, inventory, loading, unloading, storage, or security of equipment, or security fencing.

SUBTOTAL

6,578.64

TAX

608.52

SHIPPING

1,208.00

TOTAL**\$8,395.16**

-Price does not include permits.

-Bid does not include 3rd party inspections.

LICENSE # 1067651 (C61/D34)

DIR #1000655676

Opportunity Name Porterville Picnic Area
 Quote Name Porterville Picnic Area Tables - Wood
 Quote Number 00037494
 Quote Date 2/10/2022
 Quote Exp Date 5/10/2022
 Est Lead Time 6-8 weeks

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

Ship To Name City of Porterville - Stock
 Ship To Porterville, California 93257
 United States

Quantity	Product	Product Description	Sales Price	Total Price
5.00	75-80D	DuMor 75-80D Picnic Table; 8' Length, 3" x 8" Doug Fir Slats, Surface Mount, Frame Color TBD	\$1,948.00	\$9,740.00
1.00	75-68-1D	DuMor 75-68-1D ADA Accessible Picnic Table; 8' Table w/ 5'6" Bench Seats, 3" x 8" Doug Fir Slats, Surface Mount, Frame Color TBD	\$1,924.00	\$1,924.00

Total Quote Amounts

County/ City Tax	Tulare County/ Porterville	Materials Amount	\$11,664.00
Tax Rate	9.2500%	Tax Amount	\$1,078.92
		Labor Amount	\$0.00
		Freight Amount	\$1,905.00
		Total	\$14,647.92

Notes to Customer

Thank you for the opportunity to quote your upcoming project. PLEASE NOTE: quote does not include installation, offload, payment and performance bonds, engineering calculations, security, storage, permits, inspection, or safety surfacing unless otherwise noted. Unless noted, freight costs assume semi-truck access and do not include a lift-gate.

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



Signature _____

Name _____

Title _____

Prepared By Casey Hilbert
 Email caseyh@rossrec.com



C/O MRC
PO Box 225250
San Francisco, CA 94122
Ph: 800-235-2440 Fx: 732-974-0226
Em: MRC@GAMETIME.COM
Web: www.mrcrec.com

02/10/2022
Quote #
106529-01-01

CA Porterville City Picnic Tables

Porterville City of
Attn: Donnie Moore
291 North Main Street
Porterville, CA 93257
Phone: 559-782-7539
dmoore@ci.porterville.ca.us

Ship to Zip 93257

Quantity	Part #	Description	Unit Price	Amount
5	28015	GT-Site - 8' P/S Hd Picnic Table [Basic: _____] [Coated Site: _____]	\$2,039.00	\$10,195.00
1	28016	GT-Site - 8' P/S Ada Hd Picnic Table [Basic: _____] [Coated Site: _____]	\$1,758.00	\$1,758.00
Contract: OMNIA #2017001134			Sub Total	\$11,953.00
			Discount	(\$358.59)
			Material Surcharge	\$1,879.61
			Freight	\$1,861.90
			Tax	\$1,246.35
			Total	\$16,582.27

Comments

OMNIA CONTRACT 2017001134

INSTALLATION AND OFFLOADING UPON DELIVERY ARE NOT INCLUDED IN THIS PROPOSAL

CL/hd





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

MURRY PARK PAVILION #2

OWNER	
APN	
AREA	
ACRES	
SCALE	
DATE	
DRAWN BY	
CHECKED BY	



CITY COUNCIL AGENDA – MARCH 15, 2022

SUBJECT: Authorization to Repair Transit Vehicle #8113

SOURCE: Public Works

COMMENT: On October 28, 2021, a Transit Ford Van (Unit #8113) was involved in a vehicle collision, resulting in the vehicle sustaining moderate damage and requiring the vehicle to be removed from service.

The following three estimates were obtained by staff:

Contractor	Total
Milnich Body Works	\$12,831.92
Golden State Paint and Body	\$16,585.35
Porterville Collision Center	\$22,008.08

Based on the estimates provided, staff is requesting authorization to enter into an agreement with Milnich Body Works to repair the damage to Transit Vehicle #8113 for an estimated cost of \$14,116, which includes a ten percent (10%) contingency cost for damage that is not yet known but may be present upon repair of the vehicle. The City is in receipt of a check from CalTIP in the amount of \$7,831.92 in payment of the insurance claim. The cost of repair will be paid by Transit Operating Funds. CalTip, the City's transit insurance provider, will seek subrogation from the party at fault.

RECOMMENDATION: That the City Council:

1. Authorize the transit vehicle repair by Milnich Body Works at a cost not to exceed \$14,116 (inclusive of all parts, taxes, labor, including a ten percent (10%) contingency); and
2. Authorize payment of said repair upon satisfactory completion.

ATTACHMENTS: 1. Transit Vehicle Repair Estimates

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

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

Workfile ID: cca469d3
PartsShare: 6wGKVH
Federal ID: 90-0787680
State EPA: S412
BAR: ARD00279737

Preliminary Estimate

Customer: OF PORTERVILLE, CITY

Job Number:

Insured: OF PORTERVILLE, CITY

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact: 06 Rear

Owner:

Inspection Location:

Insurance Company:

OF PORTERVILLE, CITY

MILINICH BODY WORKS

631 N SUNNYSIDE ST

milinich@sbcglobal.net

PORTERVILLE, CA 93257

Repair Facility

(559) 784-8827 Business

VEHICLE

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection

VIN: 1FBVU4X86LKA46152

Interior Color:

Mileage In:

Vehicle Out:

License:

Exterior Color:

Mileage Out:

State:

Production Date:

Condition:

Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Heated Mirrors

DECOR

Dual Mirrors

Tinted Glass

Console/Storage

Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Keyless Entry

Message Center

Steering Wheel Touch Controls

Telescopic Wheel

Dual Air Condition

Backup Camera

Parking Sensors

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

Communications System

Hands Free Device

Positraction

Blind Spot Detection

Lane Departure Warning

SEATS

Cloth Seats

Bucket Seats

15 Passenger Seating

WHEELS

Wheel Covers

PAINT

Clear Coat Paint

OTHER

Fog Lamps

Signal Integrated Mirrors

California Emissions

TRUCK

Dual Rear Wheels

Preliminary Estimate

Customer: OF PORTERVILLE, CITY

Job Number:

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		REAR BUMPER					
2	Repl	Impact bar w/o painted bumper	LK4Z17906B	1	425.55	0.8	0.0
3	Repl	Impact bar bolt	W705235S442	4	18.00	0.0	0.0
4	**	Repl A/M Bumper cover gray	LK4Z17C829FA	1	202.00	0.7	0.0
5		Add for reverse sens		0	0.00	0.2	0.0
6	Repl	Bumper cover clip	W701259S300	4	6.00	0.0	0.0
7	Repl	RT Reflector	BK2Z13A565B	1	42.58	Incl.	0.0
8	Repl	LT Reflector	BK2Z13A565A	1	41.57	Incl.	0.0
9	Repl	RT End cap w/blind spot	LK4Z17F774GC	1	129.25	Incl.	0.0
10		Add for reverse sens		0	0.00	0.1	0.0
11	Repl	LT End cap w/blind spot	LK4Z17F774GD	1	129.25	Incl.	0.0
12		Add for reverse sens		0	0.00	0.1	0.0
13	Repl	RT End cap clip	W701259S300	2	3.00	0.0	0.0
14	Repl	LT End cap clip	W701259S300	2	3.00	0.0	0.0
15	Repl	RT End cap rivet	W711712S300	1	2.50	0.0	0.0
16	Repl	LT End cap rivet	W711712S300	1	2.50	0.0	0.0
17	Repl	RT Side extn w/o extended frame	KK4Z17F774FA	1	121.17	0.3	0.0
18	Repl	LT Side extn w/o extended frame	KK4Z17F774FB	1	121.17	Incl.	0.0
19	Repl	RT Bumper	BK3Z16758AC	1	13.22	0.1	0.0
20	Repl	LT Bumper	BK3Z16758AC	1	13.22	0.1	0.0
21	Repl	RT Bumper outer support	BK3Z61247A64C	1	31.08	Incl.	0.0
22	Repl	LT Bumper outer support	BK3Z61247A64C	1	31.08	Incl.	0.0
23	Repl	RT Bumper inner support	BK3Z61247A64D	1	14.62	Incl.	0.0
24	Repl	LT Bumper inner support	BK3Z61247A64D	1	14.62	Incl.	0.0
25	Repl	RT Support bracket w/extended	CK4Z17787B	1	59.55	0.2	0.0
26	Repl	LT Support bracket w/extended	CK4Z17788B	1	63.93	0.2	0.0
27	Repl	RT Inner bracket w/extended	BK3Z17787A	1	44.95	0.2	0.0
28	Repl	LT Inner bracket w/extended	BK3Z17788A	1	44.95	0.2	0.0
29	Repl	RT Lower reinf	KK4Z61111L22A	1	73.70	0.0	0.0
30		BACK DOOR					
31	Repl	LT Door shell high roof w/window	CK4Z6140011U	1	1,128.13	3.2	6.6
32	*	Add for Clear Coat		0	0.00	0.0	2.6
33		Add for trnsfr glass		0	0.00	0.7	0.0
34	Repl	LT Lower hinge 180 degree open	HK3Z1542900F	1	124.52	Incl.	0.4
35	*	Add for Clear Coat		0	0.00	0.0	0.1
36	Repl	LT Upper hinge w/148" wheelbase	BK3Z6126810M	1	183.42	Incl.	0.4
37	*	Add for Clear Coat		0	0.00	0.0	0.1
38		REAR BODY & FLOOR					
39	Repl	Rear body panel	CK4Z6140300C	1	537.57	4.0	1.2
40		Overlap Major Non-Adj. Panel		0	0.00	0.0	-0.2
41	*	Add for Clear Coat		0	0.00	0.0	0.2

Preliminary Estimate

Customer: OF PORTERVILLE, CITY

Job Number:

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection

42	Repl	RT Rear body panel support bracket	BK3Z61103B76B	1	11.07	0.2	0.2
43	*	Add for Clear Coat		0	0.00	0.0	0.1
44	Repl	LT Rear body panel support bracket	BK3Z61103B77B	1	11.07	0.2	0.2
45	*	Add for Clear Coat		0	0.00	0.0	0.1
46	Repl	Rear body reinf	CK4Z6110608B	1	235.82	6.9	0.8
47	*	Rpr Rear floor pan		0	0.00	2.0	2.6
48		Overlap Minor Panel		0	0.00	0.0	-0.2
49	SIDE PANEL						
50	Repl	LT Rear panel dual rear wheels w/window	CK4Z61279D47H	1	1,800.12	26.0	5.9
51		Overlap Major Non-Adj. Panel		0	0.00	0.0	-0.2
52	*	Add for Clear Coat		0	0.00	0.0	1.1
53	Repl	LT Rear pillar	CK4Z61280A59C	1	263.45	9.0	2.1
54		Overlap Major Non-Adj. Panel		0	0.00	0.0	-0.2
55	#	COVER CAR		1	5.00 X	0.3	0.0
56	#	HAZARDOUS WASTE REMOVAL		1	3.00 X	0.0	0.0
57	#	CORROSION PROTECTION		1	6.00	0.2	0.0
58	#	SEAM SEALER		1	10.00	0.0	0.0
59	#	Rpr FLOOR PULL SET UP		0	0.00	1.0	0.0
60	#	Rpr FLOOR PULL		0	0.00	3.0	0.0
SUBTOTALS					5,971.63	59.9	23.9

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				5,963.63
Body Labor	59.9 hrs	@	\$ 65.00 /hr	3,893.50
Paint Labor	23.9 hrs	@	\$ 65.00 /hr	1,553.50
Paint Supplies	23.9 hrs	@	\$ 33.00 /hr	788.70
Miscellaneous				8.00
Subtotal				12,207.33
Sales Tax	\$ 6,752.33	@	9.2500 %	624.59
Grand Total				12,831.92
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				12,831.92

MyPriceLink Estimate ID / Quote ID:

890630394557243392 / 96351340

Preliminary Estimate

Customer: OF PORTERVILLE, CITY

Job Number:

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection

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

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MG15, CCC Data Date 11/15/2021, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2022 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

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

SYMBOLS FOLLOWING PART PRICE:

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

SYMBOLS FOLLOWING LABOR:

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

OTHER SYMBOLS AND ABBREVIATIONS:

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

Preliminary Estimate

Customer: OF PORTERVILLE, CITY

Job Number:

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection

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

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

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

Preliminary Estimate

Customer: OF PORTERVILLE, CITY

Job Number:

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
4	Keystone	#FO1190111	\$ 202.00
	3131 SOUTH NORTH POINT DRIVE, #103	A/M Bumper cover gray	
	FRESNO CA 93725	Quote: 1077260312	
	(559) 268-8146	Expires: 01/02/22	

PORTERVILLE COLLISION CENTER

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

Workfile ID: 8e76f348
PartsShare: 6wGQmt
State EPA: CAL00035406
BAR: ARD00262887

Preliminary Estimate

Customer: CITY OF PORTERVILLE

Written By: Mike Crissman

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

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

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

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

Insurance Company:

VEHICLE

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection black

VIN: 1FBVU4X86LKA46152	Interior Color:	Mileage In: 15,816	Vehicle Out:
License: 1610807	Exterior Color: black	Mileage Out:	
State: CA	Production Date:	Condition:	Job #:

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors

DECOR

Dual Mirrors
Tinted Glass
Console/Storage
Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel
Cruise Control
Keyless Entry
Message Center
Steering Wheel Touch Controls
Telescopic Wheel
Dual Air Condition

Backup Camera
Parking Sensors

RADIO

AM Radio
FM Radio
Stereo

Search/Seek

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Positraction
Blind Spot Detection
Lane Departure Warning

SEATS

Cloth Seats
Bucket Seats
15 Passenger Seating

WHEELS

Wheel Covers

PAINT

Clear Coat Paint

OTHER

Fog Lamps
Signal Integrated Mirrors
California Emissions

TRUCK

Dual Rear Wheels

Preliminary Estimate

Customer: CITY OF PORTERVILLE

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection black

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		AIR CONDITIONER & HEATER					
2	Repl	AC Service evacuate & recharge		1	m	1.4	
3	Repl	AC Service refrigerant recovery		1	m	0.4	
4	R&I	Rear AC line w/extended length			m	1.8 M	
5		SIDE PANEL					
6	Repl	LT Rear pillar	CK4Z61280A59C	1	263.45	9.0	2.1
7	Repl	LT Lower reinf	CK4Z6141059B	1	22.98		1.5
8		Add for Clear Coat					0.3
9	Repl	LT Outer pillar	BK3Z6141039B	1	213.20	9.0	2.1
10		Add for Clear Coat					0.4
11	Repl	LT Rear panel dual rear wheels w/window	CK4Z61279D47H	1	1,800.12	26.0	5.9
12	*	Add for Clear Coat					2.4
13	Repl	LT Vent	7G9Z58280B62A	1	25.77	0.1	
14	Repl	LT Rear panel lower reinf	YC1Z6127970A	1	7.82	0.2	0.2
15	*	Add for Clear Coat					0.1
open	Repl	Side extn	SEE FOOTNOTE	1		Incl.	
17	Repl	LT Wheel opng mldg dual rear wheels	KK3Z1510177AA	1	152.25	Incl.	
18	Repl	LT Side molding dual rear wheels black	KK3Z6129397CB	1	130.57	Incl.	
19	Repl	LT Corner molding	BK3Z6129397FB	1	6.98	Incl.	
20	R&I	LT Rear panel				0.2	
21	R&I	LT Center panel				0.2	
22	R&I	LT Rear molding				Incl.	
23	R&I	LT Rear pillar trim				Incl.	
24	R&I	LT Extension				0.2	
25	R&I	LT Center molding				0.2	
26	R&I	LT Upper trim rear				Incl.	
27	R&I	LT Window molding center				Incl.	
28		REAR BODY & FLOOR					
29	Repl	Rear body panel	CK4Z6140300C	1	537.57	4.0	1.2
30		Overlap Major Non-Adj. Panel					-0.2
31	*	Add for Clear Coat					0.2
32	Repl	RT Rear body panel support bracket	BK3Z61103B76B	1	11.07	0.2	0.2
33	*	Add for Clear Coat					0.1
34	Repl	LT Rear body panel support bracket	BK3Z61103B77B	1	11.07	0.2	0.2
35	*	Add for Clear Coat					0.1
36	Repl	Rear body reinf	CK4Z6110608B	1	235.82	6.9	0.8
37		Overlap Minor Panel					-0.2
38	Repl	Rear floor pan	NK4Z61112A22C	1	1,009.58	18.0	2.7

Preliminary Estimate

Customer: CITY OF PORTERVILLE

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection black

39		Overlap Major Non-Adj. Panel					-0.2
40		Repl Rear crossmember (HSS)	BK3Z61102A24A	1	160.62	2.0	1.0
41	*	Add for Clear Coat					0.2
42		Repl Rear sill plate van	CK4Z6140374AA	1	153.55	Incl.	
43	BACK DOOR						
44		Repl LT Door shell high roof w/window	CK4Z6140011U	1	1,128.13	3.2	6.6
45		Overlap Major Non-Adj. Panel					-0.2
46	*	Add for Clear Coat					1.3
47		Repl LT Upper hinge w/130" wheelbase	HK3Z6126810C	1	115.58	Incl.	0.4
48	*	Add for Clear Coat					0.1
49		Repl LT Lower hinge 180 degree open	HK3Z1542900F	1	124.52	Incl.	0.4
50	*	Add for Clear Coat					0.1
51		Repl LT Lower trim	CK4Z6145221AL	1	131.95	0.2	
52		Repl LT Lower molding 180 degree open	CK4Z99425B28AB	1	115.40	Incl.	
53		Repl LT Nameplate "350" w/HD	FK4Z9942528F	1	26.03	0.2	
54	REAR LAMPS						
55		Repl LT Tail lamp assy dual rear wheels	CK4Z13405J	1	211.52	Incl.	
56	REAR BUMPER						
57		Repl Impact bar w/o painted bumper	LK4Z17906B	1	425.55	0.8	
58		Repl Bumper cover gray	LK4Z17C829FA	1	237.38	0.7	
59		Repl LT Side extn w/extended frame 180 degree door	KK4Z17F774CF	1	328.97	Incl.	
60		Repl RT Side extn w/extended frame 180 degree door	KK4Z17F774CE	1	328.97	0.3	
61		Repl RT Inner bracket w/extended	BK3Z17787A	1	44.95	0.2	
62		Repl LT Inner bracket w/extended	BK3Z17788A	1	44.95	0.2	
63		Repl RT Support bracket w/extended	CK4Z17787B	1	59.55	0.2	
64		Repl LT Support bracket w/extended	CK4Z17788B	1	63.93	0.2	
65		Repl RT Lower reinf	KK4Z61111L22A	1	73.70		
open		Repl LT Lower reinf	NOT USED	1			
67		Repl RT End cap w/blind spot	LK4Z17F774GC	1	129.25	Incl.	
68		Repl LT End cap w/blind spot	LK4Z17F774GD	1	129.25	Incl.	
69	#	R&I Wheel chair lift				15.0	
70	#	Floor set up		1		2.0	
71	#	pull rear body/floor/side panel		1		8.0	
72	#	Subl Hazardous waste removal		1	6.00		
73	#	Repl Seam Sealer whole tube		3	189.63	T	2.0
74	#	Repl Cover Car		1	18.00	T	
75	#	Color tint / color match		1	10.00	T	0.5
76	#	Repl Corrosion protection primer		1	25.00	T	1.0
77	#	Repl Panel bond adhesive		1	25.77	T	0.5
78	#	Repl Cavity wax		1	25.00	T	1.0

Preliminary Estimate

Customer: CITY OF PORTERVILLE

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection black

79	#	Subl	Quarter glass	1	137.50		
80	#	Subl	Quarter glass	1	137.50		
81	#	Subl	Back glass	1	137.50		
82	#	Rpr	Feather edge prime and block				4.0
SUBTOTALS				9,173.90	116.2	33.8	

ESTIMATE TOTALS

Category	Basis			Rate	Cost \$
Parts					8,880.50
Body Labor	114.4 hrs	@	\$ 70.00 /hr		8,008.00
Paint Labor	33.8 hrs	@	\$ 70.00 /hr		2,366.00
Mechanical Labor	1.8 hrs	@	\$ 85.00 /hr		153.00
Paint Supplies	33.8 hrs	@	\$ 39.50 /hr		1,335.10
Miscellaneous					293.40
Subtotal					21,036.00
Sales Tax	\$ 10,509.00	@	9.2500 %		972.08
Grand Total					22,008.08
Deductible					0.00
CUSTOMER PAY					0.00
INSURANCE PAY					22,008.08

MyPriceLink Estimate ID / Quote ID:

890638298945429504 / 96357323

Preliminary Estimate

Customer: CITY OF PORTERVILLE

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection black

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

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

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

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

Customer: CITY OF PORTERVILLE

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection black

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MG15, CCC Data Date 11/15/2021, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2022 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

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

SYMBOLS FOLLOWING PART PRICE:

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

SYMBOLS FOLLOWING LABOR:

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

OTHER SYMBOLS AND ABBREVIATIONS:

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

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

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

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



Golden State Paint and Body

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

Workfile ID: e5cd2d2a
PartsShare: 6whvbw
Federal ID: 77-057-5597
State EPA: CAL000205607
BAR: 141571

Preliminary Estimate

Customer: City of Porterville

Written By: Lupe Gamboa

Insured: City of Porterville
Type of Loss:
Point of Impact: 06 Rear

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
City of Porterville
291 N Main St
Porterville, CA 93257
(559) 782-7597 Business

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

Insurance Company:

VEHICLE

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection Black

VIN: 1FBVU4X86LKA46152
License: 1610807
State: CA

Interior Color:
Exterior Color: Black
Production Date: 1/2020

Mileage In: 15,820
Mileage Out:
Condition:
Vehicle Out:
Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors

DECOR

Dual Mirrors
Tinted Glass
Console/Storage
Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Keyless Entry
Message Center
Steering Wheel Touch Controls
Telescopic Wheel
Dual Air Condition
Backup Camera
Parking Sensors

RADIO

AM Radio
FM Radio
Stereo

Search/Seek
Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device
Positraction
Blind Spot Detection

Lane Departure Warning

SEATS

Cloth Seats
Bucket Seats
15 Passenger Seating

WHEELS

Wheel Covers

PAINT

Clear Coat Paint

OTHER

Fog Lamps
Signal Integrated Mirrors
California Emissions

TRUCK

Dual Rear Wheels

Preliminary Estimate

Customer: City of Porterville

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection Black

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		PILLARS, ROCKER & FLOOR					
2	Blnd	LT Rocker panel					0.8
3	R&I	RT Rear rocker mldg w/side step long wheelbase				0.5	
4	R&I	LT Rear rocker mldg long wheelbase				0.5	
5	R&I	LT Lower molding w/o side load door				0.2	
6		SIDE PANEL					
7	Repl	LT Rear panel dual rear wheels w/window	CK4Z61279D47H	1	1,800.12	26.0	5.9
8		Add for Clear Coat					2.4
9	Blnd	LT Upper extn					0.9
10	Blnd	LT Front pillar					0.7
11	Repl	LT Lower panel	KK3Z6110129B	1	92.05	5.5	0.5
12	Repl	LT Rear lower panel	BK3Z6110129C	1	125.13	7.0	0.5
13		Overlap Minor Panel					-0.2
14		Add for Clear Coat					0.1
15	Repl	LT Rear pillar	CK4Z61280A59C	1	263.45	9.0	2.1
16		Overlap Minor Panel					-0.2
17	Repl	LT Lower reinf	CK4Z6141059B	1	22.98		1.5
18	*	Add for Clear Coat					0.3
19	Repl	LT Outer pillar	BK3Z6141039B	1	213.20	9.0	2.1
20	*	Add for Clear Coat					0.4
21	Repl	LT Rear panel lower reinf	YC1Z6127970A	1	7.82	0.2	0.2
22	*	Add for Clear Coat					0.1
open	Repl	Side extn	SEE FOOTNOTE	1		Incl.	
24	R&I	LT Wheel opng mldg dual rear wheels				Incl.	
25	R&I	LT Front molding black				0.2	
26	Repl	LT Corner molding	BK3Z6129397FB	1	6.98	Incl.	
27	R&I	LT Rear glass FORD, flip open window gray tint				Incl.	
28	#	Urethane kit		1	56.25		
29	R&I	LT Glass FORD, center gray tint				1.5	
30	#	Urethane kit		1	56.25		
31	R&I	LT Window molding center				Incl.	
32	R&I	LT Front trim				0.2	
33	R&I	LT Lower panel				0.2	
34	R&I	LT Center panel				0.2	
35	R&I	LT Front panel				0.2	
36	R&I	LT Front molding				0.2	
37	R&I	LT Window molding front				Incl.	

Preliminary Estimate

Customer: City of Porterville

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection Black

38	R&I	LT Wheelhouse cover				0.2	
39	REAR BODY & FLOOR						
40	Repl	Rear body panel	CK4Z6140300C	1	537.57	4.0	1.2
41		Overlap Major Non-Adj. Panel					-0.2
42	*	Add for Clear Coat					0.2
43	Repl	RT Rear body panel support bracket	BK3Z61103B76B	1	11.07	0.2	0.2
44	*	Add for Clear Coat					0.1
45	Repl	LT Rear body panel support bracket	BK3Z61103B77B	1	11.07	0.2	0.2
46	*	Add for Clear Coat					0.1
47	Repl	Rear body reinf	CK4Z6110608B	1	235.82	6.9	0.8
48		Overlap Minor Panel					-0.2
49	Repl	LT Floor extn	KK3Z6127971C	1	56.58	1.8	0.8
50		Overlap Minor Panel					-0.2
51	R&I	Rear sill plate van				Incl.	
52	R&I	Carpet wagon, front rear				0.2	
53	R&I	Carpet wagon, front w/rear AC				0.4	
54	BACK DOOR						
55	Repl	LT Door shell high roof w/window	CK4Z6140011U	1	1,128.13	3.2	6.6
56		Overlap Major Non-Adj. Panel					-0.2
57	*	Add for Clear Coat					1.3
58		Add for trnsfr glass				0.7	
59	R&I	LT Door w/strip high roof				Incl.	
60	*	R&I Surround w/strip				Incl.	
61	*	Repl LT Door shell plug	W708928S300	1	1.50	Incl.	
62	Repl	LT Lower hinge 250 degree open	KK4Z1542900A	1	181.65	Incl.	0.4
63	*	Add for Clear Coat					0.1
64	*	R&I Upper w/strip				Incl.	
65	Repl	LT Nameplate "TRANSIT"	FK4Z9942528D	1	46.53	0.2	
66	Repl	LT Nameplate "350" w/HD	FK4Z9942528F	1	26.03	0.2	
67	R&I	LT Lower latch				Incl.	
68	*	R&I LT Lock				Incl.	
69	R&I	LT Upper molding high roof				0.1	
70	R&I	LT Lower trim panel				0.4	
71	R&I	LT Lower trim panel				0.4	
72	R&I	LT Side trim				0.1	
73	R&I	RT Side trim				0.1	
74	REAR LAMPS						
75	R&I	LT Tail lamp assy dual rear wheels				Incl.	
76	REAR BUMPER						
77	Repl	LT Add for reverse sens		1		0.1	
78	Repl	Impact bar w/o painted bumper	LK4Z17906B	1	425.55	0.8	
79	*	Repl Bumper cover paint to match	LK4Z17C829EA	1	245.58	0.7	0.0

Preliminary Estimate**Customer: City of Porterville**

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection Black

80	Repl	LT Support bracket w/extended	CK4Z17788B	1	63.93	0.2
81	Repl	LT Side extn w/extended frame 250 degree door	KK4Z17F774CF	1	328.97	Incl.
82	Repl	LT End cap w/blind spot	LK4Z17F774GD	1	129.25	Incl.
83	Repl	LT Inner bracket w/extended	BK3Z17788A	1	44.95	0.2
84	Repl	LT Bumper inner support	BK3Z61247A64D	1	14.62	Incl.
85	Repl	LT Bumper outer support	BK3Z61247A64C	1	31.08	Incl.
86	VEHICLE DIAGNOSTICS					
87	*	Rpr	Pre-repair scan		m	0.5 M
88	*	Rpr	Post-repair scan		m	0.5 M
89	#	Rpr	FRAME SET UP			2.0
90	#	Rpr	PULL AND MEASURE			4.0
91	MISCELLANEOUS OPERATIONS					
92	#	Repl	SPRAY-ON OVERSPRAY MASK	1	10.00 T	0.2
93	#	Repl	SPRAY TEST PANEL / TINT COLOR	1	7.50 T	0.5
94	#	Rpr	DENIB/TEXTURE SAND & POLISH			2.0
95	#	Subl	HAZARDOUS WASTE REMOVAL	1	5.00 X	
96	#	Subl	CORROSION PROTECTION	1	10.00 T	
97	#	Repl	SEAM SEALER	1	50.00 T	1.0
SUBTOTALS				6,246.61	92.6	29.3

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				6,164.11
Body Labor	91.6 hrs	@	\$ 70.00 /hr	6,412.00
Paint Labor	29.3 hrs	@	\$ 70.00 /hr	2,051.00
Mechanical Labor	1.0 hrs	@	\$ 82.00 /hr	82.00
Paint	29.3 hrs	@	\$ 38.00 /hr	1,113.40
Miscellaneous				82.50
Subtotal				15,905.01
Sales Tax	\$ 7,355.01	@	9.2500 %	680.34
Grand Total				16,585.35

MyPriceLink Estimate ID / Quote ID:

890648314553311232 / 96364197



CITY COUNCIL AGENDA – MARCH 15, 2022

SUBJECT: Authorization to Rebuild Influent Pump #4

SOURCE: Public Works

COMMENT: The City's Wastewater Treatment Facility (WWTF) is requesting authorization to rebuild influent pump #4. Influent pump #4 is one of four Flygt pumps used by the WWTF to lift the incoming wastewater to ensure proper gravity flow through the facility. The four pumps provide the City redundancy in the event of equipment maintenance, repair or failure. The pumps are crucial to the overall operation of the sanitary sewer system and WWTF.

Shape Incorporated is the authorized repair facility for Flygt pumps in the area. Shape Incorporated has submitted a quote of \$28,304 for the rebuild of influent pump #4 which does not include taxes or a ten percent (10%) contingency. Funding for the rebuild is available in the Wastewater operating budget.

RECOMMENDATION: That City Council:

1. Award the rebuild of influent pump #4 to Shape Incorporated for a not to exceed amount of \$34,135, which includes taxes and a ten percent (10%) contingency; and
2. Direct the Finance Director to initiate a Purchase Order to Shape Incorporated for a do not exceed amount of \$34,135, which includes taxes and a ten percent (10%) contingency; and
3. Direct the Finance Director to make payment to Shape Incorporated upon receipt of an invoice approved by the Public Works Director.

ATTACHMENTS: 1. Shape Incorporated Quote

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



Quotation

PLEASANTON

5115-A Johnson Drive
Pleasanton, CA 94588
Phone (925) 485-9720
Fax (925) 485-6085

STOCKTON

119-2 Val Dervin Parkway
Stockton, CA 95206
Phone (209) 234-5909
Fax (209) 234-5913

TO: City of Porterville
ATTN: Jeff Duke
PHONE: (559) 310-2252
EMAIL: rmcaster@ci.porterville.ca.us

BID DATE: 2/24/2022
QUOTE #: 102738FL
JOB: 3301 Rebuild
LOCATION: Influent 4

QTY	ITEM	UNIT PRICE	TOTAL
1	Rebuild 3301.095-5017, 636 impeller, 70hp/460v/3ph (SN S1340017) Inner water jacket is in poor condition, as well as diffuser. Stator is shorted and needs to be rewound. Impeller is in poor condition and needs to be replaced.		
	Parts Needed:		
1	6083100 Washer Lock	\$8.00	\$8.00
1	6085702 Flow Diffuser	\$644.00	\$644.00
1	6085802 Cooling Jacket	\$2,476.00	\$2,476.00
1	6505100 Cable Unit	\$111.00	\$111.00
1	6548101 Stator Rewind	\$3,645.00	\$3,645.00
1	6571705 Basic Repair Kit	\$8,859.00	\$8,859.00
1	6630400 FLS-10 Level Sensor	\$369.00	\$369.00
1	7693213 Impeller Kit	\$9,276.00	\$9,276.00
	Estimated Labor: 20 hours at \$110.00 per hour		\$2,200.00
	Parts Total:	\$25,388.00	
	Labor, Haz Mat, Prep:	\$2,916.00	
	Rebuild Total:	\$28,304.00	
	Alternative Option		
	NOTES: 1. Price includes freight. 2. Price does not include taxes. 3. Price does not include installation, equipment unloading, guide bars, pipe, valves, conduit, anchor bolts, or any other items not listed. 4. Estimated delivery of rebuild equipment: 3 weeks 5. See attached for SHAPE, INC. terms and conditions of sale.		

SHAPE INC.

Danielle Peterson Dpeterson@shapecal.com

QUOTATION DOES NOT INCLUDE ANY SALES OR USE TAX PAYABLE UNDER ANY STATE OR FEDERAL STATUTE. THIS QUOTATION PRICE IS FOR MATERIAL LISTED ABOVE. ANY ADDITIONS OR MODIFICATIONS THAT BECOME NECESSARY FOR APPROVED SUBMITTALS, UPON AWARDING OF THIS CONTRACT, MAY RESULT IN NECESSARY PRICE CHANGES.

NOTE: ITEMS NOT SPECIFIED ON THIS QUOTATION ARE NOT INCLUDED IN OUR PRICE AND ARE TO BE SUPPLIED BY OTHERS. PRICES ARE FOR IMMEDIATE ACCEPTANCE AND SUBJECT TO CHANGE WITHOUT NOTICE. SALE SUBJECT TO MANUFACTURERS TERMS AND CONDITIONS.



CITY COUNCIL AGENDA – MARCH 15, 2022

SUBJECT: Authorization to Advertise for Bids - City Hall Roofing Project

SOURCE: Engineering and Project Management

COMMENT: City Council originally previously authorized staff to advertise for bids for the City Hall Roof Project at its meeting on November 16, 2021. The original scope of the project included replacing dry rot and skylights, and applying a primer and a silicone coating and sealant over the existing roof system. A necessary step to obtain a manufacturer's warranty on such work is to have the roof evaluated by a firm utilizing infrared technology. An infrared and physical inspection was completed by Roof Consulting Services, Inc, and their review concluded that the roof was not in any condition to be covered and would need to be removed and replaced; the majority of the current roofing system is rated at having less than one year remaining service life.

The revised proposed project includes removing the existing roofing system, replacing dry rot and skylights, and installing a new Title-24 compliant roof system. The estimate of probable cost for the project is \$290,000 based on the report from Roof Consulting Services, Inc. Funding in the amount of \$145,000 was previously approved from the General Fund's Facility Deferred Maintenance/Equipment Replacement Designated Fund. An additional \$145,000 is needed in order to fully fund this project.

RECOMMENDATION: That City Council:

- 1) Authorize staff to readvertise for bids on the City Hall Roofing Project with the new project scope; and
- 2) Authorize the Finance Director to appropriate an additional \$145,000 from the General Fund Facility Deferred Maintenance/Equipment Replacement Fund to fully fund the project.

ATTACHMENTS:

1. Draft Resolution
2. City Hall Roof - Remaining Service Life Map

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE FACILITY DEFERRED
MAINTENANCE / EQUIPMENT REPLACEMENT DESIGNATED FUND
FOR THE CITY HALL ROOF PROJECT

WHEREAS: The City Hall building located at 291 N. Main Street has an aging roof and has suffered from multiple leaks during rain events; and

WHEREAS: City staffs' attempts to repair the leaks over the years have not been successful; and

WHEREAS: The infrared and physical inspection have determined that the roof must be replaced and cannot be roofed over and the work will prevent permanent damage and increased cost of major repairs to the building; and

WHEREAS: The City Council previously authorized funding in the amount of \$145,000 per resolution 69-2021; and

WHEREAS: The City of Porterville Municipal Code Section 2-31.3, established the Facility Deferred Maintenance / Equipment Replacement Designated Fund for the exclusive purpose of providing funds to support one-time City facility deferred maintenance and / or equipment replacement costs.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council of the City of Porterville make a finding that the roof replacement and repairs to the City Hall building will prevent permanent damage to the building and is within the intent and purpose of the Facility Deferred Maintenance / Equipment Replacement Designated Fund; and
2. That the City Council of the City of Porterville does hereby approve and authorize an additional appropriation of funds up to \$145,000 from the Facility Deferred Maintenance / Equipment Replacement Designated Fund for the immediate replacement of the roof of the City Hall building.

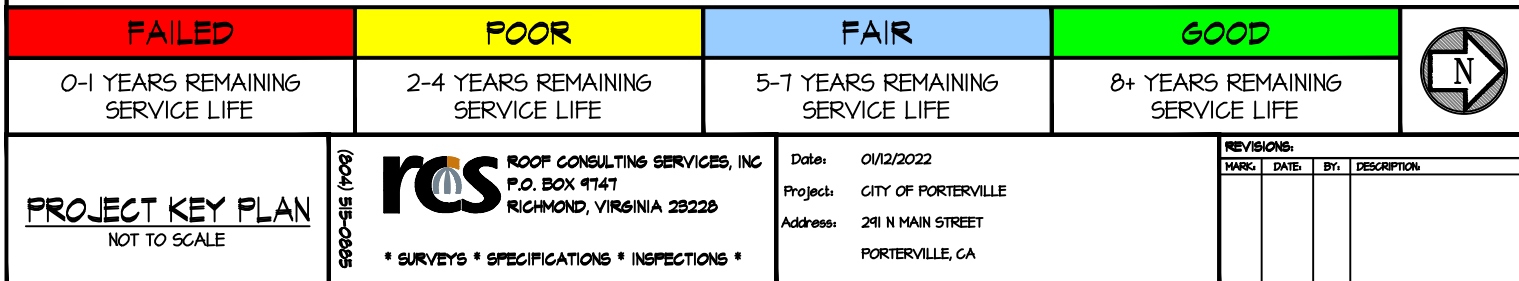
PASSED, APPROVED AND ADOPTED this 15th day of March, 2022.

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk





CITY COUNCIL AGENDA – MARCH 15, 2022

SUBJECT: Authorization to Advertise for Bids - Sewer Annexation Area 478B and 478C

SOURCE: Engineering and Project Management

COMMENT: City staff has completed the construction plans and specifications (i.e. Project Manual) for the Island Annexation Sewer Project - Area 478B and Area 478C. Area 478B is generally bound by Pioneer Avenue to the south, State Highway 65 to the east, and Prospect Street to the west. Area 478C is generally bound by Harrison Avenue to the north, Westwood Street to the east, and Road 222/Elderwood Street to the west.

The proposed project includes 9,476 lineal feet (1.79 miles) of 8" and 6" diameter sewer mains, thirty-one (31) sewer manholes and 154 sewer laterals. Construction sequencing will be essential throughout the project and specified as such, so as to maintain access and minimize the inconvenience within the neighborhoods affected by this project.

On May 12, 2021, staff conducted a "community information meeting" with the residents of Area 478B & 478C. Staff discussed the possibility of forming a sewer utility district and various sewer connection options as completed for the prior project areas.

The Plans and Project Manual are available for the City Council's review. The Engineer's estimate of probable cost for construction is \$2,634,511. An additional \$263,451 is necessary for construction contingency (10%). It is anticipated that an additional \$263,451 is required for construction staking, construction management, quality control, and inspection services (10%) for a total estimated cost of \$3,161,413.

Refinancing of Sewer Revenue Bonds, better known to staff as Certificate of Participation (COP) funds, is the mechanism for funding this project and subsequent project areas. The funding source was approved in the 2021-2022 Fiscal Year budget.

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 City Engineer to negotiate construction surveying services with one of the firms as approved by City Council action via M.O. 02-100714.

ATTACHMENTS:

1. Engineers Estimate - Sewer Annexation Project 478B & 478C
2. Locator Map - ANNEX 478B
3. Locator Map - ANNEX 478C

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

Project: Sewer Annexation Project - 478
 Project Number: 89-96106

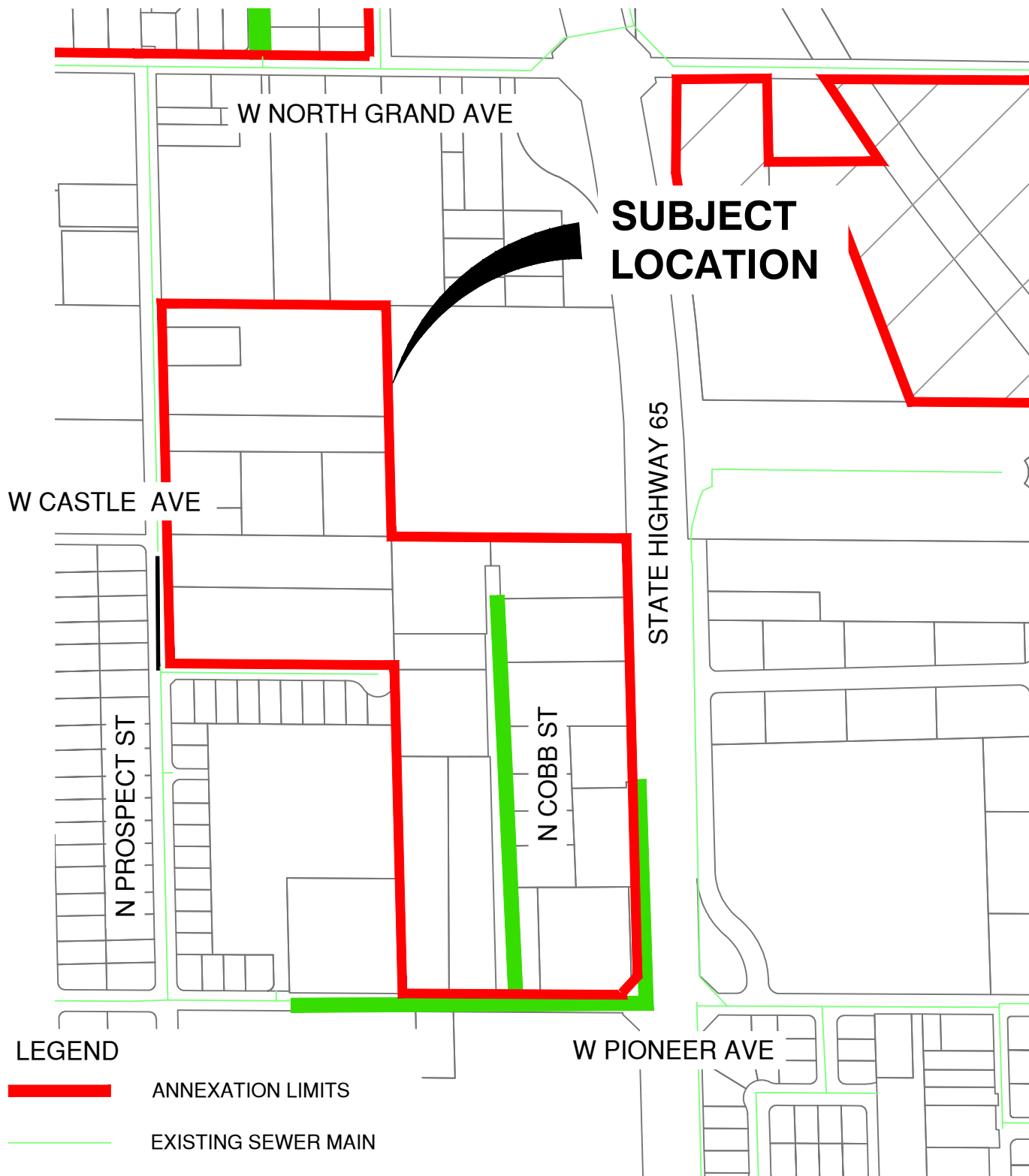
BASE BID PART : SEWER ANNEXATION 478	ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE (in figures)	AMOUNT (in figures)
	1	Mobilization, Demobilization, and Cleanup	1	LS	\$ 100,000.00	\$ 100,000.00
	2	Furnish Utility Locating	1	LS	\$ 60,000.00	\$ 60,000.00
	3	Prepare and Implement a Traffic Control Plan	1	LS	\$ 40,000.00	\$ 40,000.00
	5	Furnish and Install 8" SDR-35 PVC Sewer Pipe	6003	LF	\$ 90.00	\$ 540,270.00
	6	Furnish and Install 6" SDR-35 PVC Sewer Pipe	3473	LF	\$ 80.00	\$ 277,840.00
	7	Furnish and Install 48" Manhole	30	EA	\$ 7,000.00	\$ 210,000.00
	8	Make Connection to Existing Manhole	6	EA	\$ 3,000.00	\$ 18,000.00
	9	Furnish and install 48" Manhole and connect to Existing Sewer Main	1	EA	\$ 7,000.00	\$ 7,000.00
	10	Furnish and install Cobb Street 4" Sewer Lateral on New Sewer Main	9	EA	\$ 2,500.00	\$ 22,500.00
	11	Furnish and install Cobb Street 6" Sewer Lateral on New Sewer Main	3	EA	\$ 3,000.00	\$ 6,000.00
	12	Furnish and install Pioneer Avenue Extension 4" Sewer Lateral on New Sewer Main	2	EA	\$ 2,500.00	\$ 45,000.00
	13	Furnish and install Harrison Avenue 4" Sewer Lateral on New Sewer Main	18	EA	\$ 2,500.00	\$ 10,000.00
	14	Furnish and install Birch Street 4" Sewer Lateral on New Sewer Main	4	EA	\$ 2,500.00	\$ 7,500.00
	15	Furnish and install Sycamore Street 4" Sewer Lateral on New Sewer Main	3	EA	\$ 2,500.00	\$ 55,000.00
		Furnish and install Thurman Avenue 4" Sewer Lateral on Existing Sewer Main	16	EA	\$ 2,500.00	\$ 40,000.00
	16	Furnish and install Elderwood Avenue 4" Sewer Lateral on New Sewer Main	22	EA	\$ 2,500.00	\$ 115,000.00
	17	Furnish and install Dogwood Avenue 4" Sewer Lateral on New Sewer Main	46	EA	\$ 2,500.00	\$ 52,500.00
	18	Furnish and install Putnam Avenue 4" Sewer Lateral on New Sewer Main	21	EA	\$ 2,500.00	\$ 25,000.00
	19	Furnish and install Olive Avenue 4" Sewer Lateral on New Sewer Main	10	EA	\$ 2,500.00	\$ 25,000.00
	20	Furnish AC Pavement Saw Cutting and Removal	13468	LF	\$ 10.00	\$ 134,680.00
	21	Replace 3" Asphalt Concrete / 6" Aggregate Base (Min.)	13468	LF	\$ 40.00	\$ 538,720.00
	22	Remove and Replace Existing Concrete Improvements as required for Sewer Installation	1	LS	\$ 20,000.00	\$ 20,000.00
	23	Reset and Tie Out Street Monuments	1	LS	\$ 10,000.00	\$ 10,000.00
	24	Furnish and Install Sheet piling and Shoring	1	LS	\$ 10,000.00	\$ 10,000.00
	25	Prepare and Implement SWPPP	1	LS	\$ 10,000.00	\$ 10,000.00
	26	Perform Acceptance Testing	1	LS	\$ 15,000.00	\$ 15,000.00
CONSTRUCTION BASE BID PART:						\$ 2,395,010.00
10% Bid Contingency						\$ 239,501.00
SUBTOTAL ESTIMATED PROJECT						\$ 2,634,511.00



Project Manager _____ Date _____

Daniel Cortez
 City Engineer _____ Date _____

Javier Sanchez Jr.
 Engineering and Project Management Director _____ Date _____



LEGEND

- ANNEXATION LIMITS
- EXISTING SEWER MAIN
- PROPOSED SEWER MAIN



SEWER SYSTEM IMPROVEMENT SUMMARY

BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	2,750	\$75/L.F.	\$206,250
NUMBER OF LOTS	25	\$5,700/EA.	\$142,500

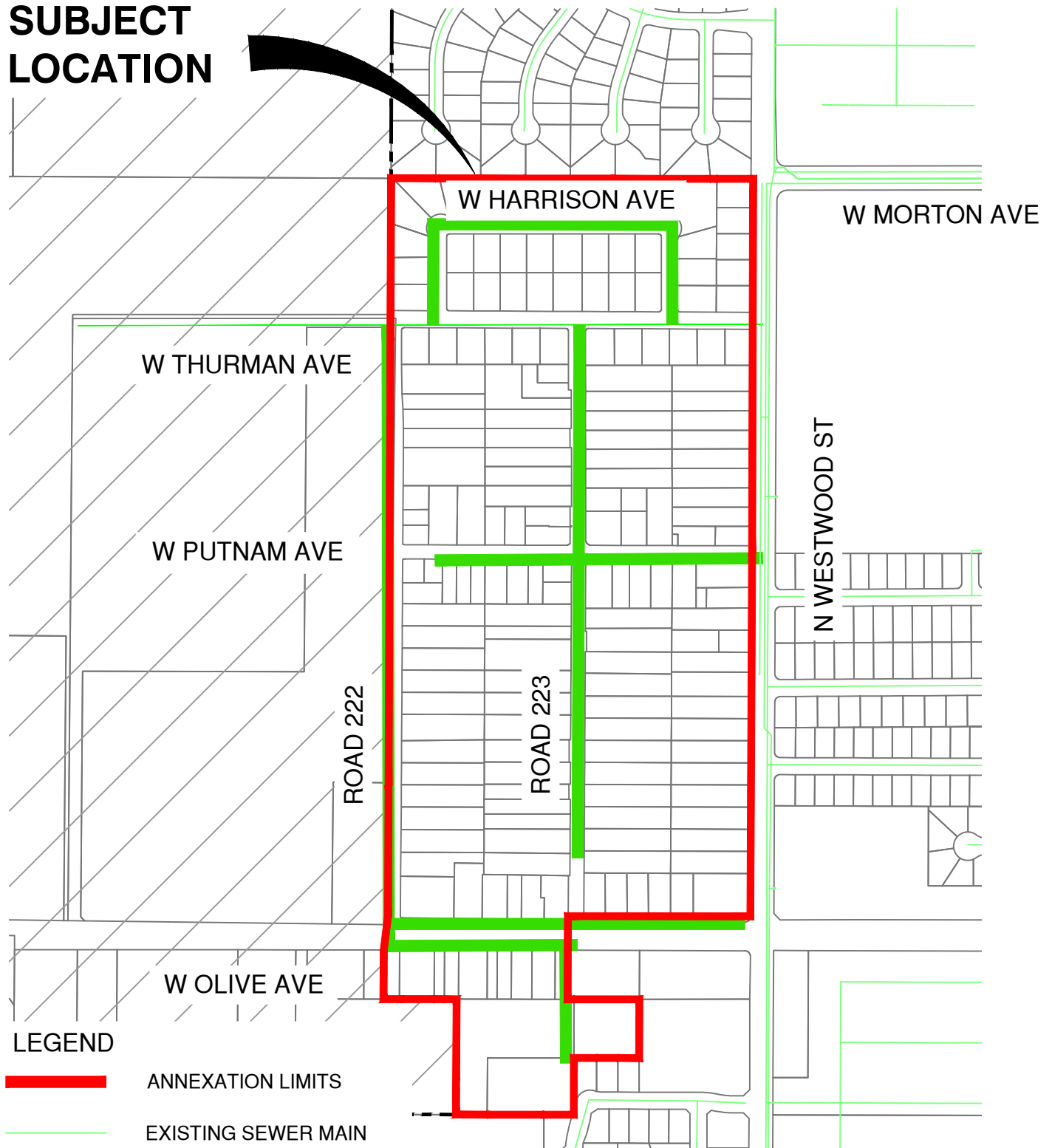
CITY OF PORTERVILLE
ENGINEERING DIVISION
 291 NORTH MAIN STREET
 PORTERVILLE, CA 93257
 (559) 782-7462

**SEWER ANNEXATION
 NUMBER 478B**

DRAWN BY	CAL
CHECKED BY	
SCALE	1" = 400'-0"
DATE	10/2/2019

SHEET
 1
 OF
 1

SUBJECT LOCATION



LEGEND

- ANNEXATION LIMITS
- EXISTING SEWER MAIN
- PROPOSED SEWER MAIN



SEWER SYSTEM IMPROVEMENT SUMMARY

BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	9,700	\$75/L.F.	\$727,500
NUMBER OF LOTS	181	\$5,700/EA.	\$1,031,700

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

**SEWER ANNEXATION
 NUMBER 478C**

DRAWN BY	CAL
CHECKED BY	
SCALE	1" = 500'-0"
DATE	10/2/2019

SHEET
 1
 OF
 1



CITY COUNCIL AGENDA – MARCH 15, 2022

SUBJECT: Authorization to Advertise for Bids - Sewer Annexation Area 474B

SOURCE: Engineering and Project Management

COMMENT: City staff has completed the construction plans and specifications (i.e. Project Manual) for the Island Annexation Sewer Project - Area 474B. Area 474B is generally bound by North Grand Avenue to the south, Douglas Street to the east, and Newcomb Street to the west.

The proposed project includes 6,872 lineal feet (1.30 miles) of 8" and 6" diameter sewer mains, twenty-four (24) sewer manholes and 107 sewer laterals. Construction sequencing will be essential throughout the project and specified as such, so as to maintain access and minimize the inconvenience within the neighborhoods affected by this project.

Staff will be conducting a "community information meeting" with the residents of Area 474B to discuss the possibility of forming a sewer utility district and various sewer connection options as completed for the prior project areas.

The Plans and Project Manual are available for City Council's review. The Engineer's estimate of probable cost for construction is \$2,025,287. An additional \$202,528 is necessary for construction contingency (10%). It is anticipated that an additional \$202,528 is required for construction staking, construction management, quality control, and inspection services (10%) for a total estimated cost of \$2,430,343.

Refinancing of Sewer Revenue Bonds, better known to staff as Certificate of Participation (COP) funds, is the mechanism for funding this project and subsequent project areas. The funding source was approved in the 2021-2022 Fiscal Year budget.

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 City Engineer to negotiate construction surveying services with one of the firms as approved by City Council action via M.O. 02-100714.

ATTACHMENTS:

1. Engineers Estimate - Sewer Annexation Project 474B
2. Locator Map -ANNEX 474B

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

Project: Sewer Annexation Project - 474
 Project Number: 89-96103

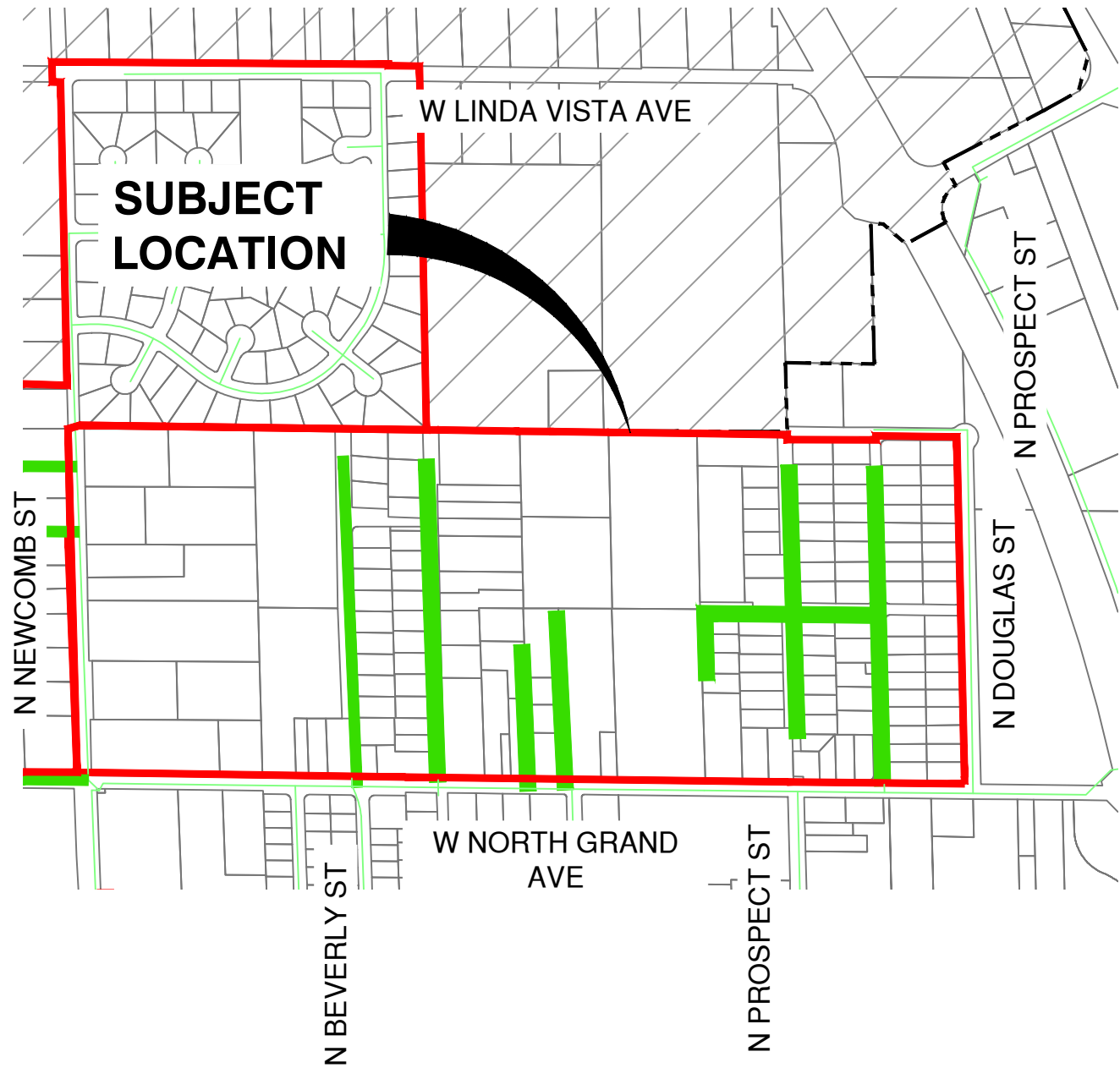
BASE BID PART : SEWER ANNEXATION 474	ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE (in figures)	AMOUNT (in figures)
	1	Mobilization, Demobilization, and Cleanup	1	LS	\$ 100,000.00	\$ 100,000.00
	2	Furnish Utility Locating	1	LS	\$ 60,000.00	\$ 60,000.00
	3	Prepare and Implement a Traffic Control Plan	1	LS	\$ 25,000.00	\$ 25,000.00
	4	Furnish and Install 8" SDR 35 PVC Sewer Pipe	5399	LF	\$ 100.00	\$ 539,900.00
	5	Furnish and Install 6" SDR 35 PVC Sewer Pipe	1473	LF	\$ 90.00	\$ 132,570.00
	6	Furnish and Install 48" Manhole	22	EA	\$ 7,000.00	\$ 154,000.00
	7	Make Connection to Existing Manhole	1	EA	\$ 3,000.00	\$ 3,000.00
	8	Make Connection to Existing 8" Stub	2	EA	\$ 2,000.00	\$ 4,000.00
	9	Furnish and Install 48" Manhole and Connect to Existing Sewer Main	2	EA	\$ 7,000.00	\$ 14,000.00
	10	Furnish and install Boyles Street 4" Sewer Lateral on New Sewer Main	13	EA	\$ 2,500.00	\$ 32,500.00
	11	Furnish and install Beverly Avenue 4" Sewer Lateral on New Sewer Main	24	EA	\$ 2,500.00	\$ 60,000.00
	12	Furnish and install North Grand Avenue West Extension 4" Sewer Lateral on New Sewer Main	3	EA	\$ 2,500.00	\$ 7,500.00
	13	Furnish and install North Grand Avenue East Extension 4" Sewer Lateral on New Sewer Main	5	EA	\$ 2,500.00	\$ 12,500.00
	14	Furnish and install Westside Street 4" Sewer Lateral on New Sewer Main	3	EA	\$ 2,500.00	\$ 7,500.00
	15	Furnish and install Prospect Street 4" Sewer Lateral on Existing Sewer Main	24	EA	\$ 2,500.00	\$ 60,000.00
	16	Furnish and install Maston Street 4" Sewer Lateral on New Sewer Main	28	EA	\$ 2,500.00	\$ 70,000.00
	19	Furnish and install Baker Street 4" Sewer Lateral on New Sewer Main	7	EA	\$ 2,500.00	\$ 17,500.00
	21	Furnish AC Pavement Saw Cutting and Removal	9524	LF	\$ 10.00	\$ 95,240.00
	22	Replace 3" Asphalt Concrete / 6" Aggregate Base (Min.)	9524	LF	\$ 40.00	\$ 380,960.00
	23	Remove and Replace Existing Concrete Improvements as required for Sewer Installation	1	LS	\$ 20,000.00	\$ 20,000.00
	24	Reset and Tie Out Street Monuments	1	LS	\$ 10,000.00	\$ 10,000.00
	25	Furnish and Install Sheeting and Shoring	1	LS	\$ 10,000.00	\$ 10,000.00
	26	Prepare and Implement SWPPP	1	LS	\$ 10,000.00	\$ 10,000.00
	27	Perform Acceptance Testing	1	LS	\$ 15,000.00	\$ 15,000.00
	CONSTRUCTION BASE BID PART:					\$ 1,841,170.00
	10% Bid Contingency					\$ 184,117.00
	SUBTOTAL ESTIMATED PROJECT					\$ 2,025,287.00



Project Manager _____ Date _____

Daniel Contreras
 City Engineer _____ Date _____

Javier Sanchez
 Engineering and Project Management Director _____ Date _____



LEGEND

- ANNEXATION LIMITS
- EXISTING SEWER MAIN
- PROPOSED SEWER MAIN

SEWER SYSTEM IMPROVEMENT SUMMARY

BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	6,750	\$75/L.F.	\$506,250
NUMBER OF LOTS	159	\$5,700/EA.	\$906,300



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

**SEWER ANNEXATION
 NUMBER 474B**

DRAWN BY	CAL
CHECKED BY	
SCALE	1" = 600'-0"
DATE	10/2/2019

SHEET
 1
 OF
 1



CITY COUNCIL AGENDA – MARCH 15, 2022

SUBJECT: Award of Contract for Fair Housing Education Services

SOURCE: Community Development

COMMENT: At its meeting on January 18, 2022, the City Council authorized staff to distribute a Request for Proposals (RFP) jointly with the City of Hanford for Fair Housing education services. The Community Development Block Grant (CDBG) program proposes to provide culturally appropriate outreach and fair housing education opportunities for the varying needs of families and individuals within the City of Porterville as well as provide landlords and property managers with education in fair housing law and practice to reduce the incidence of housing discrimination.

The RFP was posted on Public Purchase and advertised in the Porterville Recorder and Hanford Sentinel. One agency responded to the RFP. Community Services Employment Training (CSET) was the responsive organization and meets the desired qualifications. CSET has prior experience working with the City of Porterville.

The proposed contract is for \$15,000 of the City's CDBG public services entitlement allocation for Program Year 1, which may increase or decrease for Program Years 2 and 3, subject to future year entitlement allocations. The initial term of the contract is March 2022 through June 30, 2024, contingent on funding, with the possibility of extension by mutual agreement.

The City of Hanford will be considering moving forward with a separate but similar contract with CSET for \$19,000 of its CDBG public services entitlement allocation for Program Year one, which may increase or decrease for Program Years two and three, subject to future year entitlement allocations.

RECOMMENDATION: That the City Council:

1. Authorize staff to negotiate a contract with CSET for the provision of Fair Housing education services in the amount of \$15,000 for Program Year 1 and amounts for subsequent program years subject to future year entitlement allocations; and
2. Authorize the City Manager to execute the contract on behalf of the City.

ATTACHMENTS: 1. City Council Agenda Staff Report - January 18, 2022

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Community Development Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JANUARY 18, 2022

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

SOURCE: Community Development

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

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

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

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

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

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

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

Appropriated/Funded:

Review By:

Department Director:

Jason Ridenour, Community Development Director

Final Approver: John Lollis, City Manager



REQUEST FOR PROPOSALS FOR FAIR HOUSING EDUCATION SERVICES

RFP No. 21/22 - SR1924

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

Submittal:

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

Document Title:

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

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

INQUIRIES:

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

REQUEST FOR PROPOSALS FAIR HOUSING EDUCATION SERVICES INFORMATION

Background

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

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

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

Overview

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

Purpose

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

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

Collaborative Partners and Funding Availability

- **City of Hanford**

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

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

- **City of Porterville**

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

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

Contract Period

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

Eligibility Information

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

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

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

Insurance Requirements

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

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

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

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

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

Payment for Services

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

Scope of Work

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

Task 1 - Fair Housing Education

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

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

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

Task 2 - Fair Housing Outreach

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

TASK 3 - Reporting and Recordkeeping

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

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

Submission of Questions

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

Addenda

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

Proposal Submittal

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

Proposal Content and Format

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

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

5. Scope of Services

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

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

6. Schedule of Tasks

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

7. Project Management

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

8. Project Personnel

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

9. Project Costs

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

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

Proposal Evaluation

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

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

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

Modifications or Withdrawal of Proposals

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

Rejection of Proposals

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

EXHIBIT A
Consultant Services Budget and Staffing Plan

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

ESTIMATED BUDGET

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

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

STAFFING PLAN

Job Title	Duties	Estimated no. of Hours	Hourly Rate

EXHIBIT B
Proposal Evaluation Criteria

Consultant/Firm Name: _____

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

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

Rating Committee: _____ Date: _____

EXHIBIT C
Subrecipient Agreement Sample

DRAFT

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

AND

—
**FOR
2021-2022**

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

TABLE OF CONTENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 1- PROJECT

SECTION 1: SCOPE OF SERVICES

A. Activities

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

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

2. Program Delivery:

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

Task 1 - Fair Housing Education

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

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

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

Task 2 - Fair Housing Outreach

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

TASK 3 - Reporting and Recordkeeping

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

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

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

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

3. Administration: Not applicable.

B. National Objectives

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

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

C. Goals and Performance Measures/Milestones

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

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

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

D. Staffing

The Subrecipient will dedicate the following staffing to the Project:

Project Oversight:

Financial Management:

Implementation:

E. Performance Monitoring

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

F. Special Conditions

N/A

SECTION 2: PROJECT DESCRIPTION

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

SECTION 3: TERM OF AGREEMENT

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

SECTION 4: PROGRAM REPORTING

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

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

ARTICLE 2- FINANCIAL MANAGEMENT

SECTION 1: PAYMENTS AND BUDGET

A. General Statement

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

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

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

B. Payments

Disbursement Requests must be mailed to:

City of Porterville

Luisa Zavala, Administrative Analyst

City of Porterville

291 N. Main St.

Porterville, CA 93257

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

City of Hanford

Sandra Lerma, Administrative Analyst

City of Hanford

317 N. Douty St.

Hanford, CA 93230

Email: slerma@cityofhanfordca.com

Payment shall be made upon receipt of completed reimbursement requests.

Reimbursement payments shall be made to:

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

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

C. Budget: Program Year 2021-2022

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

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

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

D. Termination:

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

E. Closeout

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

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

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

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

SECTION 2: DOCUMENTATION OF COSTS AND OTHER FINANCIAL REPORTING

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

The Subrecipient shall also:

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

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

SECTION 3: REIMBURSEMENT

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

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

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

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

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

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

SECTION 4: PROGRAM INCOME

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

SECTION 5: INDIRECT COSTS

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

ARTICLE 3- GENERAL CONDITIONS AND REQUIREMENTS

SECTION 1: NOTICES

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

Grantee/City

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

Subrecipient

SECTION 2: GENERAL CONDITIONS

A. General Compliance

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

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

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

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

B. "Independent Contractor"

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

C. Hold Harmless

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

D. Workers' Compensation

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

E. Insurance & Bonding

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

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

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

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

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

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

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

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

F. Licensing

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

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

G. Amendments

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

H. Failure to Perform

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

I. Suspension or Termination

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

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

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

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

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

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

J. Ownership of Documents

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

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

SECTION 3: ADMINISTRATIVE REQUIREMENTS

A. Financial Management

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

B. Documentation and Record Keeping

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

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

C. Citizen Participation

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

D. Procurement

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

E. Travel

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

F. Use and Reversion of Assets

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

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

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

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

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

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

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

SECTION 5: PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

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

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

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

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

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

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

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

B. Affirmative Action

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

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

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

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

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

C. Employment Restrictions

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

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

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

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

4. "Section 3" Clause

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

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

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

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

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

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

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

D. Conduct

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

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

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

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

7. Lobbying: The Subrecipient hereby certifies that:

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

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

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

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

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

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

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

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

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

SECTION 6: ENVIRONMENTAL

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

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

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

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

SECTION 7: SEVERABILITY

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

SECTION 8: SECTION HEADINGS AND SUBHEADINGS

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

SECTION 9: WAIVER

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

SECTION 10: SUCCESSORS

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

SECTION 11: ENTIRE AGREEMENT

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

SECTION 12: NO THIRD-PARTY BENEFICIARIES

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

SECTION 13: ATTORNEYS FEES

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

SECTION 14: GOVERNING LAW AND JURISDICTION

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

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

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

Grantee:

Subrecipient:

City of Porterville, California

By _____
John D. Lollis, City Manager

By _____
Name, Title

ATTEST:

By _____
Patrice Hildreth, Chief Deputy City Clerk

Grantee:

City of Hanford, California

By _____
Mario Cifuentes II, City Manager

ATTEST:

By _____
Natalie Corral, City Clerk

ATTACHMENT



CITY COUNCIL AGENDA – MARCH 15, 2022

SUBJECT: Approval of Extraterritorial Service Agreements

SOURCE: Community Development

BACKGROUND: On July 21, 2021, the Project Review Committee reviewed a request for an Extraterritorial Service Agreement (ESA) for municipal water services for properties located on the northeast corner of Leggett Street and River Avenue in East Porterville. The ESA request includes four residential properties located at 456 S. Leggett Street, 466 S. Leggett Street, 476 S. Leggett Street, and 486 S. Leggett Street.

COMMENT: At its meeting on October 21, 2014, the City Council adopted two resolutions (Resolution 74-2014 and Resolution 75-2014) that defined objectives and policies and established procedures for annexations and municipal services. At its meeting on April 19, 2016, the Council adopted Resolution 19-2016, which amended the established procedures for annexation and extension of municipal services. All properties requesting annexation or extraterritorial services are subject to the procedures established in Resolution 19-2016. As applicable to the current situation, properties that are developed as single family residences on parcels 24,999 square feet or smaller are eligible to apply for an ESA without first attempting to annex to the City. Approval of extraterritorial service connections are subject to determinations of General Plan consistency, recordation of a deed restriction, and the recordation of an irrevocable agreement to annex. In addition to these requirements the following findings must be met.

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

ANALYSIS: The subject properties meet the required findings for an Annexation Exemption Procedure in which it requires that the property be previously developed with a single family residence on a parcel of 24,999 square feet or smaller (three of the parcels are 9,148 square feet and one parcel is 8,712 square feet. The parcels requesting services are immediately adjacent to a municipal main located on Leggett Street that was constructed as a component to the East Porterville Water Supply Project. The subject properties are within the Urban Development Boundary and meet the required findings outlined above. It is well documented that the East Porterville area experiences degraded water quality due to elevated nitrates and other contaminants, thus resulting in a threat to the safety of the affected residences. This is documented by the California Office of Environmental Health Hazard Assessment CalEnviroScreen 4.0 Indicator Map, which states that the census tract where the subject properties are located has a drinking water contaminant percentile of eighty-three (83), meaning it is higher than 83 percent (83%) of the census tracts in California. The subject properties are not within an island or a substantially-surrounded area as defined by Tulare LAFCo (at least fifty-one percent (51%) percent surrounded by city limits). Tulare County LAFCo confirmed that the subject properties are not within an island and that an attempt to annex the parcels is not realistic given the annexation would necessitate a much larger annexation area.

ENVIRONMENTAL REVIEW: The Environmental Coordinator made a determination on March 3, 2022 that the project is exempt from CEQA §15301 Existing Facilities.

RECOMMENDATION: That the City Council adopt the draft Resolution approving the four Extraterritorial Agreements subject to the irrevocable offer of annexation and deed restrictions

ATTACHMENTS:

1. Draft Resolution
2. Draft Deed Restriction
3. Locator Map
4. Resolution No. 19-2016

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Community Development Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS IN SUPPORT OF APPROVAL OF FOUR (4)
EXTRATERRITORIAL SERVICE AGREEMENT FOR MUNICIPAL WATER SERVICES
FOR PROPERTIES LOCATED AT 456 S. LEGGETT ST., 466 S. LEGGETT ST., 476 S.
LEGGETT ST., AND 486 S. LEGGETT ST.

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of October 21, 2014, adopted two resolutions (Resolution 74-2014 and Resolutions 75-2014) that defined the objectives and policies; and

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of April 19, 2016, adopted resolution 19-2016 amended the established procedure for annexation and extension of municipal services.

WHEREAS: On July 21, 201, the Project Review Committee conducted a meeting in order to review the application and the request of four (4) extraterritorial service agreements for properties located at 456 S. Leggett Street (APN 262-270-040), 466 S. Leggett Street (APN 262-270-041), 476 S. Leggett Street (APN 262-270-042 and 486 S. Leggett Street (APN 262-270-043); and

WHEREAS: This project is exempt from CEQA pursuant to §15301 that CEQA only applies to projects which have the potential for causing a significant effect on the environment.

WHEREAS: The City Council made the following findings:

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

NOW, THEREFORE, BE IT RESOLVED: That the City Council does hereby approve the request of four (4) extraterritorial service agreements for properties located at 456 S. Leggett Street (APN 262-270-040), 466 S. Leggett Street (APN 262-270-041), 476 S.

Leggett Street (APN 262-270-042 and 486 S. Leggett Street (APN 262-270-043) subject to the following conditions:

1. Properties requesting annexation or extraterritorial service agreements are subject to the procedures established in Resolution 19-2016.
2. All water service connections shall comply with all applicable codes, including but not limited to Porterville Municipal Code Section 26-2, which requires the abandonment of wells upon municipal service connection.
3. A back-flow device is required on the water meter.
4. The developer/applicant shall comply with the City standard for "backflow" prevention pursuant to Resolution No. 9615.

PASSED, APPROVED AND ADOPTED this 15th day of March, 2022.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

BY _____
Patrice Hildreth, Chief Deputy City Clerk

Deed Restriction for IAA # _____

_____ Porterville, CA 93257

APN _____ (as of March 1, 2022), as further identified by the legal description recorded in

Grant Deed: _____ on, _____.

The property is currently developed with one residential structure.

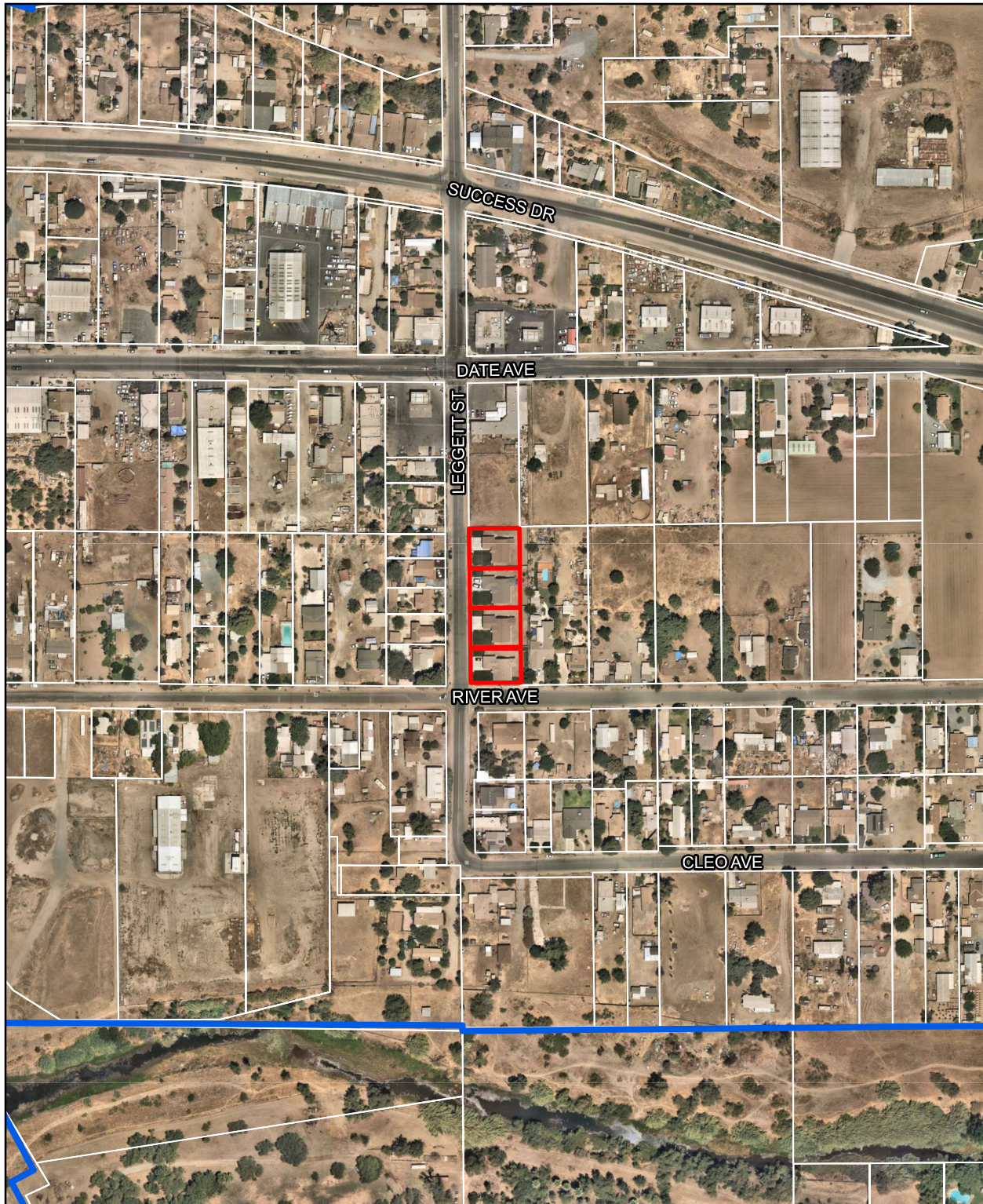
As a condition of the extraterritorial service agreement, no expansion or modification of this use, including conversion of structures or addition of habitable structures, may be permitted without approval of the City Council of the City of Porterville. The keeping of animals may be maintained in accordance with Tulare County Animal Control and Land Use ordinances, until one year following the date of annexation.

Connection to and use of the municipal water system is subject to all water conservation requirements imposed by the City of Porterville, as well as the requirement to abandon wells upon municipal service connection. A parcel smaller than 5 acres with a Porterville Municipal Water Service Connection shall not receive water from a private well, nor develop additional wells in the future.

Any existing deed restrictions shall not be affected in any way by the document recorded herewith.

Locator Map

APN 262-270-040, -041, -042, and -043



456, 466, 476, and 486 S Leggett St

-  Project Location
-  City Limits

1 in = 300 feet



Date Printed: 3/10/2022 by the Community Development Department

RESOLUTION 19-2016

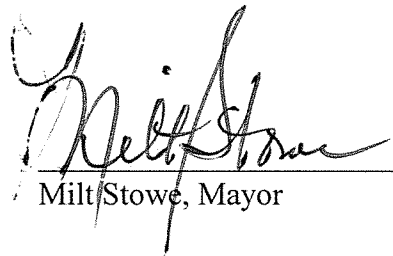
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ESTABLISHING PROCEDURES FOR ANNEXATIONS AND EXTENSION OF
MUNICIPAL SERVICES

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

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

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

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


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

BY 
Luisa Zavala, Deputy City Clerk

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

ANNEXATION APPLICATION PROCEDURE

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

ANNEXATION EXEMPTION PROCEDURE

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

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

EXTRATERRITORIAL SERVICES APPLICATION PROCEDURE

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

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

Within the Urban Development Boundary:

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

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

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

Within the Urban Area Boundary:

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

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

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

EXEMPTIONS AND EXCEPTIONS

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

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

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

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

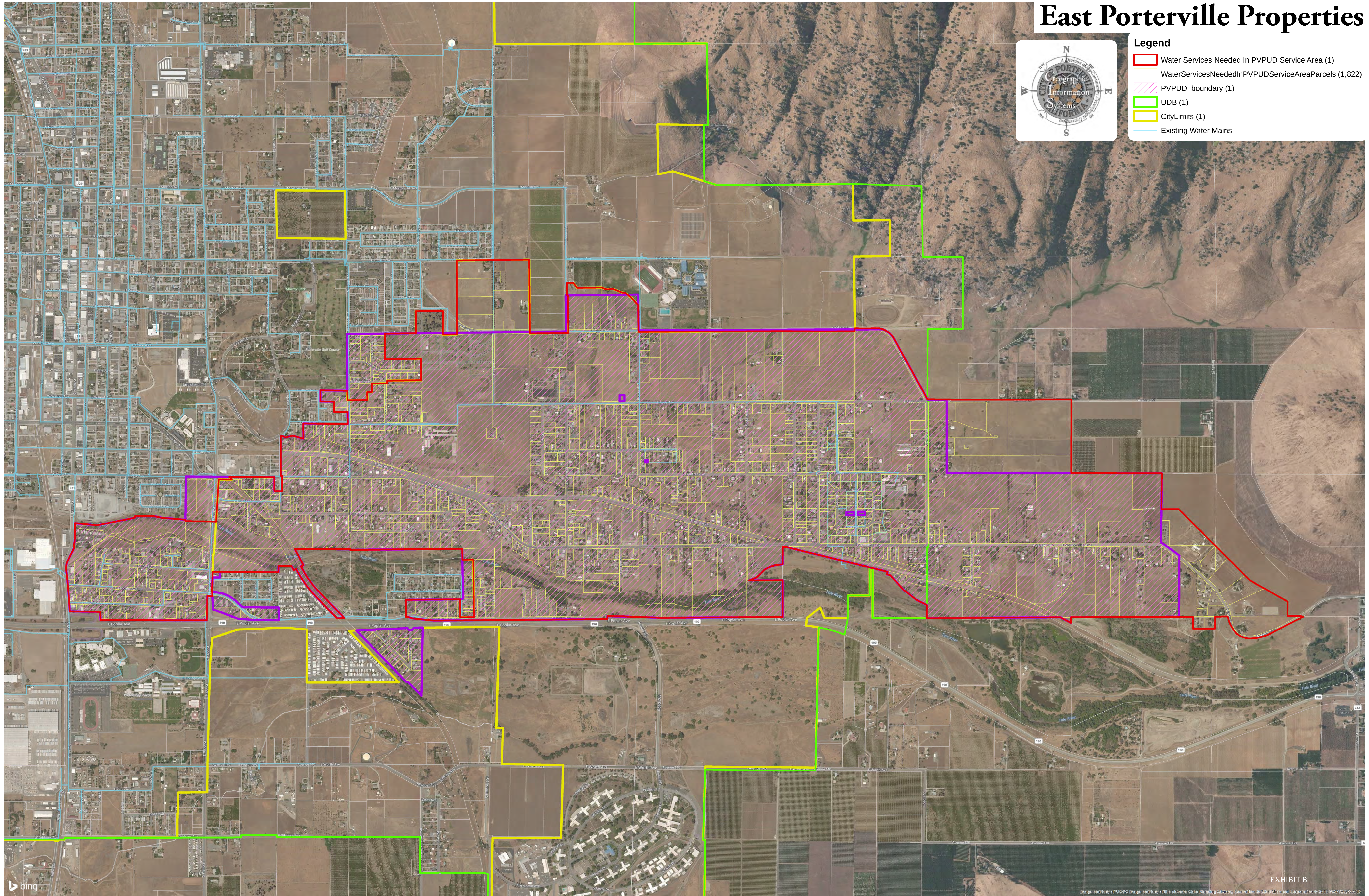
- Rather than require that the subject property be a developed single-family residence on a parcel 24,999 square feet or smaller, neither the land use nor the parcel size would be restricted neither the land use nor the parcel size would be restricted for legal and legal non-conforming structures and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

East Porterville Properties



Legend

-  Water Services Needed In PVPUD Service Area (1)
 WaterServicesNeededInPVPUDServiceAreaParcels (1,822)
 PVPUD_boundary (1)
 UDB (1)
 CityLimits (1)
 Existing Water Mains



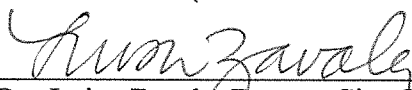
STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

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

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

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

JOHN D. LOLLIS, City Clerk


By: Luisa Zavala, Deputy City Clerk



CITY COUNCIL AGENDA – MARCH 15, 2022

SUBJECT: Authorization of Street Closure for Music on Main Concert Series

SOURCE: Parks and Leisure Services

COMMENT: The Porterville Chamber of Commerce is proposing to resume the Music on Main Street free concert series for Spring 2022. The City has served as a co-sponsor of Music on Main Street since its inception. The Parks and Leisure Services Department provides logistical support for the concerts, while the Chamber of Commerce is in charge of scheduling the musical performances and organizing additional activities to enhance the events.

Music on Main is proposed to be held on Fridays at 6:00 PM at Centennial Park April 8- May 27, 2022. Similar to the Fall 2021 Music on Main Concert Series, the Chamber of Commerce is proposing to close off Cleveland Avenue from Main Street to the alley just east of Centennial Park. The street closure would provide space to host food trucks, vendors and other types of booths. All food sales shall adhere to County health permit requirements. The Internal Community Civic Event form was routed to City staff.

RECOMMENDATION: That the City Council authorize the street closure for the Music on Main Spring Concert Series on Cleveland Avenue between Main Street and the alley just east of Centennial Park.

ATTACHMENTS:

1. Internal Civic Event Application
2. Music on Main Street Closure

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

Internal Community Civic Event

(For events primarily sponsored and organized by City Departments)



Application Date: 3/7/2022 Event Date: Fridays, April 8-May 27; 6:00- 8:00 PM

Location of Event Centennial Park, 296 N. Main St.

Name of Event: Music on Main- spring series

Sponsoring Department: Parks & Leisure Services

Department Contact Amy Graybehl

Affiliated Organizations: Porterville Chamber of Commerce

City Services Requested:

Barricades (Quantity)	<u>Yes</u>	<u>No</u>	Refuse Pickup:	<u>Yes</u>	<u>No</u>
Amplified Noise Permit	<u>Yes</u>	<u>No</u>	Police Assistance:	<u>Yes</u>	<u>No</u>
Parks Facility Application	<u>Yes</u>	<u>No</u>	Street Sweeping:	<u>Yes</u>	<u>No</u>
Assembly Permit	<u>Yes</u>	<u>No</u>			
Other:	<u>Street closure on Cleveland from Main to alley just east of Centennial Park</u>				

Staff Comments (list special requirements or conditions for event):

P&LS Director: Vehicles to remain off the grass.

Public Works Director: _____

Community Dev. Director: _____

Field Services Manager: _____

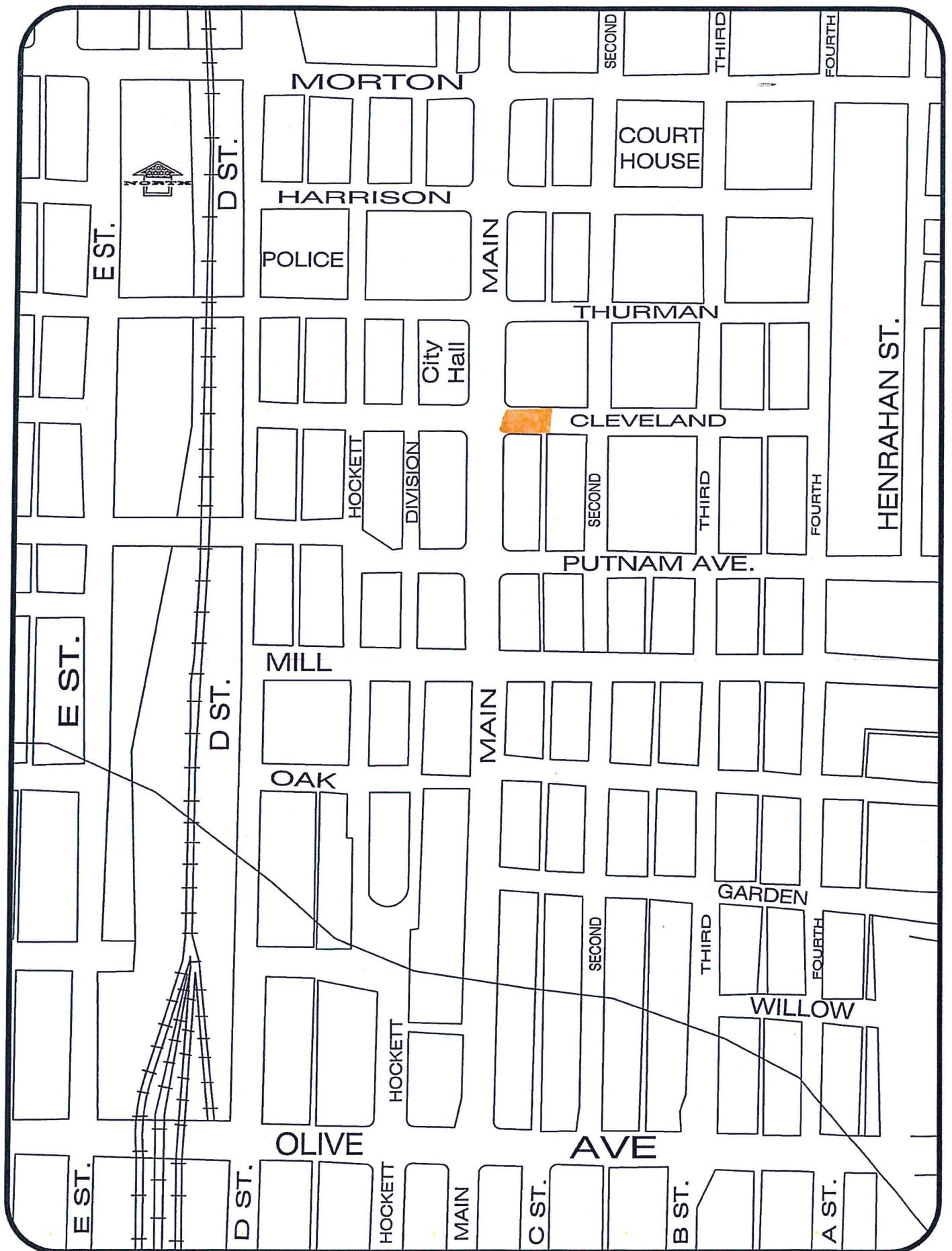
Fire Chief: No comment

Police Chief: _____

Administrative Services Director: _____

INTERNAL COMMUNITY CIVIC EVENT PROCEDURES

- 1 A Community Civic Event form must be filled out under the following conditions:
 - City streets, parking lot and/or sidewalk closure usage
 - Request to serve alcoholic beverages
- 2 Submit a copy of form to Risk Management Division 30 days prior to the event.
- 3 Distribute copy of form to all departments 30 days prior to the event.
- 4 List all organizations/individuals affiliated with the event.
- 5 Specify if food or product will be sold at the event.
- 6 Ascertain that all parties coincide with City and County Codes and Permits.





CITY COUNCIL AGENDA – MARCH 15, 2022

SUBJECT: Fourth Street Property Deed for Prop 68 Statewide Park Grant Program Park and Community Center Project

SOURCE: Parks and Leisure Services

COMMENT: At its meeting on July 20, 2021, the City Council authorized the City to apply for the Statewide Park Development and Community Revitalization Program Grants funds for the construction of a new park and community center on the southeast corner of Henderson Avenue and Fourth Street along the Rails to Trails.

On December 8, 2021, the City received notification of its successful application and award of \$7,800,000. A condition of the use of those grant funds is to record a Deed Restriction on the property where the grant funds will be used. Upon Council's authorization, staff will execute and record a Deed Restriction for City owned real property described in exhibit 'A', Property Description of the attached Draft Contract Deed Restriction (Attachment 3).

RECOMMENDATION: That the City Council:

1. Authorize the City Manager to execute all necessary documents; and
2. Authorize staff to record with the County Recorder a Deed Restriction running with the property owned by the City of Porterville and described in Exhibit 'A' of the Draft Contract Deed Restriction (Attachment 3).

ATTACHMENTS:

1. Draft Resolution
2. Draft Contract Deed Restriction
3. State Grant Award Letter - December 8, 2021
4. Assessor's Map
5. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
DEFINING CERTAIN OPERATION, USE AND MAINTENANCE
COVENANTS FOR SPECIFIC PARKING FACILITIES WITH RESPECT TO
CERTAIN REAL PROPERTY IN THE CITY AND MAKING CERTAIN
FINDINGS IN CONNECTION THEREWITH

WHEREAS: The City of Porterville owns real property generally located at the southeast corner of Henderson and Fourth Street in the city ("Property"). The Property is legally described in Exhibit A, which is attached hereto and incorporated herein by this reference.

WHEREAS: The City of Porterville acquired the Property for public purposes, specifically the public purpose of developing a Community Park.

WHEREAS: The City of Porterville was awarded a Statewide Park Development and Community Revitalization Program Grant for the development of a community park facility.

WHEREAS: The City desires to comply with the Deed Restriction requirements for use of those funds.

NOW, THEREFORE, BE IT RESOLVED: That the City Council authorizes the City Manager and/or his designee to record Deed Restrictions on the herein referenced real property identified as Tulare County Assessor Parcel Number 253-050-089-000 and 253-050-093 and further described in Exhibit A.

PASSED, APPROVED AND ADOPTED this 15th day of March, 2022.

By:

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

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 a resolution passed and adopted by the Council of the City of Porterville at a regular meeting of the Porterville City Council duly called and held on the 15th day of March, 2022.

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

Council:	FLORES	CARILLO	STOWE	REYES	TATE
AYES:					
NOES:					
ABSENT:					
ABSTAIN:					

JOHN D. LOLLIS, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

Exhibit "A"

LEGAL DESCRIPTION

A.P.N.: 253-050-089-000 and 253-050-093

Real property in the City of Porterville, County of Tulare, State of California, described as follows:

PARCEL A: (PORTION OF APN: 253-050-089)

ALL THAT LAND CONVEYED TO THE MINKLER SOUTHERN RAILWAY COMPANY THE DEED RECORDED MAY 23, 1921 IN VOLUME 296, PAGE 478 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WHICH IS A PORTION OF PARCEL 8 (EIGHT) OF SAID DEED, FURTHER DESCRIBED AS:

LOT 23 OF PIONEER LAND COMPANY'S FIRST SUBDIVISION, AS PER THE MAP RECORDED IN VOLUME 1, PAGES 110 AND 111 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE PORTION INCLUDED BETWEEN THE EAST AND SOUTH LINES OF SAID LOT, AND A DIRECT LINE BEGINNING IN SAID EAST LINE 200 FEET SOUTH OF CYPRESS STREET, AND ENDING IN SAID SOUTH LINE 150 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO JAMES GREGORY SHELTON IN THE DEED RECORDED FEBRUARY 23, 2005 AS INSTRUMENT NUMBER 2005-0019793 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THE WEST 200 FEET THEREOF.

ALSO EXCEPTING THEREFROM SAID LAND ALL OWNERSHIP RIGHTS TO THE ENTIRE MINERAL ESTATE BELOW THE PROPERTY, BELOW A DEPTH OF 25 FEET, INCLUDING WITHOUT LIMITATION, ALL OIL, PETROLEUM, GAS AND OTHER MINERALS, WHETHER GASEOUS, LIQUID OR SOLID, IN AND UNDER THE ABOVE-DESCRIBED PREMISES, BELOW A DEPTH OF 25 FEET. SUCH RIGHTS SHALL INCLUDE SURFACE AND SUBSURFACE ACCESS EASEMENTS, RIGHTS TO CONSTRUCT, MAINTAIN AND OPERATE SURFACE AND SUBSURFACE FACILITIES, AND OTHER RIGHTS TO DEVELOP AND EXTRACT OIL, PETROLEUM, GAS OR ANY OTHER MINERAL, EXCEPT THAT GRANTOR (1) SHALL NOT, WITHOUT PRIOR WRITTEN CONSENT FROM GRANTEE, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD OR DELAYED, HAVE ANY RIGHT TO ENTER THE SURFACE OF THE PROPERTY, FOR PURPOSES OF EXPLORATION, DEVELOPMENT OR EXTRACTION OF SUCH MINERALS; (2) SHALL NOT IN EXERCISING THESE RIGHTS MORE THAN MINIMALLY INTERFERE WITH GRANTEE'S USE OF THE PROPERTY; AND (3) PRIOR TO THE EXERCISE OF THESE RIGHTS, SHALL PROVIDE ADEQUATE LIABILITY PROTECTION TO GRANTEE, IN THE FORM OF GENERAL LIABILITY INSURANCE OBTAINED (OR EXTENDED), AT THE SOLE COST OF THE GRANTOR, NAMING GRANTEE AS AN INSURED PARTY, UPON SUCH TERMS AS ARE THEN REASONABLE AND CUSTOMARY, UNLESS GRANTOR, IN THE REASONABLE OPINION OF GRANTEE, POSSESSES THE FINANCIAL CAPABILITY TO FUND SUCH LIABILITY PROTECTION AS A SELF-INSURED ENTITY, UNDER THAT REASONABLE AND CUSTOMARY STANDARD, FOR ANY LOSSES OF DAMAGES REASONABLY LIKELY TO BE SUSTAINED BY GRANTEE AS A RESULT OF GRANTOR'S EXERCISE OF THESE RIGHTS. IN ADDITION, ANY SURFACE OR SUBSURFACE FACILITIES CONSTRUCTED OR EQUIPMENT USED, BY GRANTOR THE COURSE OF GRANTOR'S EXERCISE OF THESE RIGHTS SHALL BE CONSTRUCTED AND USED IN A MANNER THAT RESULTS IN NO MORE THAN MINIMAL INTERFERENCE

WITH GRANTEE'S USE OF THE PROPERTY, AS RESERVED IN THE DEED RECORDED DECEMBER 29, 1992, AS DOCUMENT NO. 92-094547, OFFICIAL RECORDS, AND RECORDED OCTOBER 18, 1994, AS DOCUMENT NO. 94-074651, OFFICIAL RECORDS.

PARCEL B: (PORTION OF APN: 253-050-089)

ALL THAT LAND CONVEYED TO THE MINKLER SOUTHERN RAILWAY COMPANY IN THE DEED RECORDED MAY 23, 1921 IN VOLUME 296, PAGE 478 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WHICH IS A PORTION OF PARCEL 9 (NINE) OF SAID DEED, FURTHER DESCRIBED AS:

LOT 22 OF PIONEER LAND COMPANY'S FIRST SUBDIVISION, AS PER THE MAP RECORDED IN VOLUME 1, PAGES 110 AND 111 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE EAST 150 FEET THEREOF.

ALSO EXCEPTING THEREFROM THE WEST 200 FEET THEREOF.

ALSO EXCEPTING THEREFROM SAID LAND ALL OWNERSHIP RIGHTS TO THE ENTIRE MINERAL ESTATE BELOW THE PROPERTY, BELOW A DEPTH OF 25 FEET, INCLUDING WITHOUT LIMITATION, ALL OIL, PETROLEUM, GAS AND OTHER MINERALS, WHETHER GASEOUS, LIQUID OR SOLID, IN AND UNDER THE ABOVE-DESCRIBED PREMISES, BELOW A DEPTH OF 25 FEET. SUCH RIGHTS SHALL INCLUDE SURFACE AND SUBSURFACE ACCESS EASEMENTS, RIGHTS TO CONSTRUCT, MAINTAIN AND OPERATE SURFACE AND SUBSURFACE FACILITIES, AND OTHER RIGHTS TO DEVELOP AND EXTRACT OIL, PETROLEUM, GAS OR ANY OTHER MINERAL, EXCEPT THAT GRANTOR (1) SHALL NOT, WITHOUT PRIOR WRITTEN CONSENT FROM GRANTEE, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD OR DELAYED, HAVE ANY RIGHT TO ENTER THE SURFACE OF THE PROPERTY, FOR PURPOSES OF EXPLORATION, DEVELOPMENT OR EXTRACTION OF SUCH MINERALS; (2) SHALL NOT IN EXERCISING THESE RIGHTS MORE THAN MINIMALLY INTERFERE WITH GRANTEE'S USE OF THE PROPERTY; AND (3) PRIOR TO THE EXERCISE OF THESE RIGHTS, SHALL PROVIDE ADEQUATE LIABILITY PROTECTION TO GRANTEE, IN THE FORM OF GENERAL LIABILITY INSURANCE OBTAINED (OR EXTENDED), AT THE SOLE COST OF THE GRANTOR, NAMING GRANTEE AS AN INSURED PARTY, UPON SUCH TERMS AS ARE THEN REASONABLE AND CUSTOMARY, UNLESS GRANTOR, IN THE REASONABLE OPINION OF GRANTEE, POSSESSES THE FINANCIAL CAPABILITY TO FUND SUCH LIABILITY PROTECTION AS A SELF-INSURED ENTITY, UNDER THAT REASONABLE AND CUSTOMARY STANDARD, FOR ANY LOSSES OF DAMAGES REASONABLY LIKELY TO BE SUSTAINED BY GRANTEE AS A RESULT OF GRANTOR'S EXERCISE OF THESE RIGHTS. IN ADDITION, ANY SURFACE OR SUBSURFACE FACILITIES CONSTRUCTED, OR EQUIPMENT USED, BY GRANTOR IN THE COURSE OF GRANTOR'S EXERCISE OF THESE RIGHTS, SHALL BE CONSTRUCTED AND USED IN A MANNER THAT RESULTS IN NO MORE THAN MINIMAL INTERFERENCE WITH GRANTEE'S USE OF THE PROPERTY, AS RESERVED IN THE DEED RECORDED DECEMBER 29, 1992, AS DOCUMENT NO. 92-094547, OFFICIAL RECORDS, AND RECORDED OCTOBER 18, 1994, AS DOCUMENT NO. 94-074651, OFFICIAL RECORDS.

PARCEL C: (PORTION OF APN: 253-050-093)

ALL THAT LAND CONVEYED TO THE MINKLER SOUTHERN RAILWAY COMPANY IN THE DEED RECORDED MAY 23, 1921 IN VOLUME 296, PAGE 478 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WHICH IS A PORTION OF PARCEL 8 (EIGHT) OF SAID DEED, FURTHER DESCRIBED AS:

THE EAST 90 FEET OF THE WEST 200 FEET OF LOT 23 OF PIONEER LAND COMPANY'S FIRST SUBDIVISION, AS PER THE MAP RECORDED IN VOLUME 1, PAGES 110 AND 111 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM SAID LAND ALL OWNERSHIP RIGHTS TO THE ENTIRE MINERAL ESTATE BELOW THE PROPERTY, BELOW A DEPTH OF 25 FEET, INCLUDING WITHOUT LIMITATION, ALL OIL, PETROLEUM, GAS AND OTHER MINERALS, WHETHER GASEOUS, LIQUID OR SOLID, IN AND UNDER THE ABOVE-DESCRIBED PREMISES, BELOW A DEPTH OF 25 FEET. SUCH RIGHTS SHALL INCLUDE SURFACE AND SUBSURFACE ACCESS EASEMENTS, RIGHTS TO CONSTRUCT, MAINTAIN AND OPERATE SURFACE AND SUBSURFACE FACILITIES, AND OTHER RIGHTS TO DEVELOP AND EXTRACT OIL, PETROLEUM, GAS OR ANY OTHER MINERAL, EXCEPT THAT GRANTOR (1) SHALL NOT, WITHOUT PRIOR WRITTEN CONSENT FROM GRANTEE, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD OR DELAYED, HAVE ANY RIGHT TO ENTER THE SURFACE OF THE PROPERTY, FOR PURPOSES OF EXPLORATION, DEVELOPMENT OR EXTRACTION OF SUCH MINERALS; (2) SHALL NOT IN EXERCISING THESE RIGHTS MORE THAN MINIMALLY INTERFERE WITH GRANTEE'S USE OF THE PROPERTY; AND (3) PRIOR TO THE EXERCISE OF THESE RIGHTS, SHALL PROVIDE ADEQUATE LIABILITY PROTECTION TO GRANTEE, IN THE FORM OF GENERAL LIABILITY INSURANCE OBTAINED (OR EXTENDED), AT THE SOLE COST OF THE GRANTOR, NAMING GRANTEE AS AN INSURED PARTY, UPON SUCH TERMS AS ARE THEN REASONABLE AND CUSTOMARY, UNLESS GRANTOR, IN THE REASONABLE OPINION OF GRANTEE, POSSESSES THE FINANCIAL CAPABILITY TO FUND SUCH LIABILITY PROTECTION AS A SELF-INSURED ENTITY, UNDER THAT REASONABLE AND CUSTOMARY STANDARD, FOR ANY LOSSES OF DAMAGES REASONABLY LIKELY TO BE SUSTAINED BY GRANTEE AS A RESULT OF GRANTOR'S EXERCISE OF THESE RIGHTS. IN ADDITION, ANY SURFACE OR SUBSURFACE FACILITIES CONSTRUCTED, OR EQUIPMENT USED, BY GRANTOR IN THE COURSE OF GRANTOR'S EXERCISE OF THESE RIGHTS, SHALL BE CONSTRUCTED AND USED IN A MANNER THAT RESULTS IN NO MORE THAN MINIMAL INTERFERENCE WITH GRANTEE'S USE OF THE PROPERTY, AS RESERVED IN THE DEED RECORDED DECEMBER 29, 1992, AS DOCUMENT NO. 92-094547, OFFICIAL RECORDS, AND RECORDED OCTOBER 18, 1994, AS DOCUMENT NO. 94-074651, OFFICIAL RECORDS.

PARCEL D: (PORTION OF APN: 253-050-093)

ALL THAT LAND CONVEYED TO THE MINKLER SOUTHERN RAILWAY COMPANY IN THE DEED RECORDED MAY 23, 1921 IN VOLUME 296, PAGE 478 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WHICH IS A PORTION OF PARCEL 9 (NINE) OF SAID DEED, FURTHER DESCRIBED AS:

THE EAST 90 FEET OF THE WEST 200 FEET OF LOT 22 OF PIONEER LAND COMPANY'S FIRST SUBDIVISION, AS PER THE MAP RECORDED IN VOLUME 1, PAGES 110 AND 111 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM SAID LAND ALL OWNERSHIP RIGHTS TO THE ENTIRE MINERAL ESTATE BELOW THE PROPERTY, BELOW A DEPTH OF 25 FEET, INCLUDING WITHOUT LIMITATION, ALL OIL, PETROLEUM, GAS AND OTHER MINERALS, WHETHER GASEOUS, LIQUID OR SOLID, IN AND UNDER THE ABOVE-DESCRIBED PREMISES, BELOW A DEPTH OF 25 FEET. SUCH RIGHTS SHALL INCLUDE SURFACE AND SUBSURFACE ACCESS EASEMENTS, RIGHTS TO CONSTRUCT, MAINTAIN AND OPERATE SURFACE AND SUBSURFACE FACILITIES, AND OTHER RIGHTS TO DEVELOP AND EXTRACT OIL, PETROLEUM, GAS OR ANY OTHER MINERAL, EXCEPT THAT GRANTOR (1) SHALL NOT, WITHOUT PRIOR WRITTEN CONSENT FROM GRANTEE, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD OR DELAYED, HAVE ANY RIGHT TO ENTER THE SURFACE OF THE PROPERTY, FOR PURPOSES OF EXPLORATION, DEVELOPMENT OR EXTRACTION OF SUCH MINERALS; (2) SHALL NOT IN EXERCISING THESE RIGHTS MORE THAN MINIMALLY INTERFERE WITH GRANTEE'S USE OF THE PROPERTY; AND (3) PRIOR TO THE EXERCISE OF THESE RIGHTS,

SHALL PROVIDE ADEQUATE LIABILITY PROTECTION TO GRANTEE, IN THE FORM OF GENERAL LIABILITY INSURANCE OBTAINED (OR EXTENDED), AT THE SOLE COST OF THE GRANTOR, NAMING GRANTEE AS AN INSURED PARTY, UPON SUCH TERMS AS ARE THEN REASONABLE AND CUSTOMARY, UNLESS GRANTOR, IN THE REASONABLE OPINION OF GRANTEE, POSSESSES THE FINANCIAL CAPABILITY TO FUND SUCH LIABILITY PROTECTION AS A SELF-INSURED ENTITY, UNDER THAT REASONABLE AND CUSTOMARY STANDARD, FOR ANY LOSSES OF DAMAGES REASONABLY LIKELY TO BE SUSTAINED BY GRANTEE AS A RESULT OF GRANTOR'S EXERCISE OF THESE RIGHTS. IN ADDITION, ANY SURFACE OR SUBSURFACE FACILITIES CONSTRUCTED, OR EQUIPMENT USED, BY GRANTOR IN THE COURSE OF GRANTOR'S EXERCISE OF THESE RIGHTS, SHALL BE CONSTRUCTED AND USED IN A MANNER THAT RESULTS IN NO MORE THAN MINIMAL INTERFERENCE WITH GRANTEE'S USE OF THE PROPERTY, AS RESERVED IN THE DEED RECORDED DECEMBER 29, 1992, AS DOCUMENT NO. 92-094547, OFFICIAL RECORDS, AND RECORDED OCTOBER 18, 1994, AS DOCUMENT NO. 94-074651, OFFICIAL RECORDS.

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: Melinda Steinert

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DEED RESTRICTION

I. WHEREAS, _____
_____ (hereinafter referred to as "Owner(s)" is/are recorded
owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference
(hereinafter referred to as the "Property"); and

II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as
"DPR") is a public agency created and existing under the authority of section 5001 of the California Public
Resources Code (hereinafter referred to as the "PRC"). And

III. WHEREAS, Owner(s) (or Grantee) applied to DPR for grant funds available pursuant to
the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All of 2018
Parks Bond Act, Statewide Park Development and Community Revitalization Program for a project to
create Fourth Street Community Park adjacent to the Rails to Trails corridor in the City of Porterville by
constructing a multi-use community center, ADA accessible playground, splash pad, challenge course, mini
pitch soccer arena, pump track, outdoor exercise stations, picnic shelter, public art wall, parking lot, and
landscaping and lighting throughout the park on the Property; and

IV. WHEREAS, on July 1, 2021, DPR's Office of Grants and Local Services conditionally
approved Grant SW-54-009, (hereinafter referred to as "Grant") for a project to create Fourth Street
Community Park adjacent to the Rails to Trails corridor in the City of Porterville by constructing a multi-
use community center, ADA accessible playground, splash pad, challenge course, mini pitch soccer arena,
pump track, outdoor exercise stations, picnic shelter, public art wall, parking lot, and landscaping and

lighting throughout the park on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the 2018 Parks Bond Act, Statewide Park Development and Community Revitalization Program and the funds that are the subject of the Grant could therefore not have been allocated; and

VI. WHEREAS, Owner(s) has/ve elected to comply with the Deed Restriction of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. (a) This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 2020 through June 30, 2050.

2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of

this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated: _____, 20 ____

Business Name (if property is owned by a business): _____

Owner(s) Name(s): _____

Signed: _____

PRINT/TYPE NAME & TITLE OF ABOVE
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

Signed: _____

PRINT/TYPE NAME & TITLE OF ABOVE
(ADDITIONAL SIGNATURE, AS REQUIRED)

Exhibit A

Legal Description

A.P.N.: 253-050-089-000 and 253-050-093

Real property in the City of Porterville, County of Tulare, State of California, described as follows:

PARCEL A: (PORTION OF APN: 253-050-089)

ALL THAT LAND CONVEYED TO THE MINKLER SOUTHERN RAILWAY COMPANY THE DEED RECORDED MAY 23, 1921 IN VOLUME 296, PAGE 478 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WHICH IS A PORTION OF PARCEL 8 (EIGHT) OF SAID DEED, FURTHER DESCRIBED AS:

LOT 23 OF PIONEER LAND COMPANY'S FIRST SUBDIVISION, AS PER THE MAP RECORDED IN VOLUME 1, PAGES 110 AND 111 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE PORTION INCLUDED BETWEEN THE EAST AND SOUTH LINES OF SAID LOT, AND A DIRECT LINE BEGINNING IN SAID EAST LINE 200 FEET SOUTH OF CYPRESS STREET, AND ENDING IN SAID SOUTH LINE 150 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO JAMES GREGORY SHELTON IN THE DEED RECORDED FEBRUARY 23, 2005 AS INSTRUMENT NUMBER 2005-0019793 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THE WEST 200 FEET THEREOF.

ALSO EXCEPTING THEREFROM SAID LAND ALL OWNERSHIP RIGHTS TO THE ENTIRE MINERAL ESTATE BELOW THE PROPERTY, BELOW A DEPTH OF 25 FEET, INCLUDING WITHOUT LIMITATION, ALL OIL, PETROLEUM, GAS AND OTHER MINERALS, WHETHER GASEOUS, LIQUID OR SOLID, IN AND UNDER THE ABOVE-DESCRIBED PREMISES, BELOW A DEPTH OF 25 FEET. SUCH RIGHTS SHALL INCLUDE SURFACE AND SUBSURFACE ACCESS EASEMENTS, RIGHTS TO CONSTRUCT, MAINTAIN AND OPERATE SURFACE AND SUBSURFACE FACILITIES, AND OTHER RIGHTS TO DEVELOP AND EXTRACT OIL, PETROLEUM, GAS OR ANY OTHER MINERAL, EXCEPT THAT GRANTOR (1) SHALL NOT, WITHOUT PRIOR WRITTEN CONSENT FROM GRANTEE, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD OR DELAYED, HAVE ANY RIGHT TO ENTER THE SURFACE OF THE PROPERTY, FOR PURPOSES OF EXPLORATION, DEVELOPMENT OR EXTRACTION OF SUCH MINERALS; (2) SHALL NOT IN EXERCISING THESE RIGHTS MORE THAN MINIMALLY INTERFERE WITH GRANTEE'S USE OF THE PROPERTY; AND (3) PRIOR TO THE EXERCISE OF THESE RIGHTS, SHALL PROVIDE ADEQUATE LIABILITY PROTECTION TO GRANTEE, IN THE FORM OF GENERAL LIABILITY INSURANCE OBTAINED (OR EXTENDED), AT THE SOLE COST OF THE GRANTOR, NAMING GRANTEE AS AN INSURED PARTY, UPON SUCH TERMS AS ARE THEN REASONABLE AND CUSTOMARY, UNLESS GRANTOR, IN THE REASONABLE OPINION OF GRANTEE, POSSESSES THE FINANCIAL CAPABILITY TO FUND SUCH LIABILITY PROTECTION AS A SELF-INSURED ENTITY, UNDER THAT REASONABLE AND CUSTOMARY STANDARD, FOR ANY LOSSES OF DAMAGES REASONABLY LIKELY TO BE SUSTAINED BY GRANTEE AS A RESULT OF GRANTOR'S EXERCISE OF THESE RIGHTS. IN ADDITION, ANY SURFACE OR SUBSURFACE FACILITIES CONSTRUCTED OR EQUIPMENT USED, BY GRANTOR THE COURSE OF GRANTOR'S EXERCISE OF THESE RIGHTS SHALL BE CONSTRUCTED AND USED IN A MANNER THAT RESULTS IN NO MORE THAN MINIMAL INTERFERENCE

WITH GRANTEE'S USE OF THE PROPERTY, AS RESERVED IN THE DEED RECORDED DECEMBER 29, 1992, AS DOCUMENT NO. 92-094547, OFFICIAL RECORDS, AND RECORDED OCTOBER 18, 1994, AS DOCUMENT NO. 94-074651, OFFICIAL RECORDS.

PARCEL B: (PORTION OF APN: 253-050-089)

ALL THAT LAND CONVEYED TO THE MINKLER SOUTHERN RAILWAY COMPANY IN THE DEED RECORDED MAY 23, 1921 IN VOLUME 296, PAGE 478 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WHICH IS A PORTION OF PARCEL 9 (NINE) OF SAID DEED, FURTHER DESCRIBED AS:

LOT 22 OF PIONEER LAND COMPANY'S FIRST SUBDIVISION, AS PER THE MAP RECORDED IN VOLUME 1, PAGES 110 AND 111 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE EAST 150 FEET THEREOF.

ALSO EXCEPTING THEREFROM THE WEST 200 FEET THEREOF.

ALSO EXCEPTING THEREFROM SAID LAND ALL OWNERSHIP RIGHTS TO THE ENTIRE MINERAL ESTATE BELOW THE PROPERTY, BELOW A DEPTH OF 25 FEET, INCLUDING WITHOUT LIMITATION, ALL OIL, PETROLEUM, GAS AND OTHER MINERALS, WHETHER GASEOUS, LIQUID OR SOLID, IN AND UNDER THE ABOVE-DESCRIBED PREMISES, BELOW A DEPTH OF 25 FEET. SUCH RIGHTS SHALL INCLUDE SURFACE AND SUBSURFACE ACCESS EASEMENTS, RIGHTS TO CONSTRUCT, MAINTAIN AND OPERATE SURFACE AND SUBSURFACE FACILITIES, AND OTHER RIGHTS TO DEVELOP AND EXTRACT OIL, PETROLEUM, GAS OR ANY OTHER MINERAL, EXCEPT THAT GRANTOR (1) SHALL NOT, WITHOUT PRIOR WRITTEN CONSENT FROM GRANTEE, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD OR DELAYED, HAVE ANY RIGHT TO ENTER THE SURFACE OF THE PROPERTY, FOR PURPOSES OF EXPLORATION, DEVELOPMENT OR EXTRACTION OF SUCH MINERALS; (2) SHALL NOT IN EXERCISING THESE RIGHTS MORE THAN MINIMALLY INTERFERE WITH GRANTEE'S USE OF THE PROPERTY; AND (3) PRIOR TO THE EXERCISE OF THESE RIGHTS, SHALL PROVIDE ADEQUATE LIABILITY PROTECTION TO GRANTEE, IN THE FORM OF GENERAL LIABILITY INSURANCE OBTAINED (OR EXTENDED), AT THE SOLE COST OF THE GRANTOR, NAMING GRANTEE AS AN INSURED PARTY, UPON SUCH TERMS AS ARE THEN REASONABLE AND CUSTOMARY, UNLESS GRANTOR, IN THE REASONABLE OPINION OF GRANTEE, POSSESSES THE FINANCIAL CAPABILITY TO FUND SUCH LIABILITY PROTECTION AS A SELF-INSURED ENTITY, UNDER THAT REASONABLE AND CUSTOMARY STANDARD, FOR ANY LOSSES OF DAMAGES REASONABLY LIKELY TO BE SUSTAINED BY GRANTEE AS A RESULT OF GRANTOR'S EXERCISE OF THESE RIGHTS. IN ADDITION, ANY SURFACE OR SUBSURFACE FACILITIES CONSTRUCTED, OR EQUIPMENT USED, BY GRANTOR IN THE COURSE OF GRANTOR'S EXERCISE OF THESE RIGHTS, SHALL BE CONSTRUCTED AND USED IN A MANNER THAT RESULTS IN NO MORE THAN MINIMAL INTERFERENCE WITH GRANTEE'S USE OF THE PROPERTY, AS RESERVED IN THE DEED RECORDED DECEMBER 29, 1992, AS DOCUMENT NO. 92-094547, OFFICIAL RECORDS, AND RECORDED OCTOBER 18, 1994, AS DOCUMENT NO. 94-074651, OFFICIAL RECORDS.

PARCEL C: (PORTION OF APN: 253-050-093)

ALL THAT LAND CONVEYED TO THE MINKLER SOUTHERN RAILWAY COMPANY IN THE DEED RECORDED MAY 23, 1921 IN VOLUME 296, PAGE 478 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WHICH IS A PORTION OF PARCEL 8 (EIGHT) OF SAID DEED, FURTHER DESCRIBED AS:

THE EAST 90 FEET OF THE WEST 200 FEET OF LOT 23 OF PIONEER LAND COMPANY'S FIRST SUBDIVISION, AS PER THE MAP RECORDED IN VOLUME 1, PAGES 110 AND 111 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM SAID LAND ALL OWNERSHIP RIGHTS TO THE ENTIRE MINERAL ESTATE BELOW THE PROPERTY, BELOW A DEPTH OF 25 FEET, INCLUDING WITHOUT LIMITATION, ALL OIL, PETROLEUM, GAS AND OTHER MINERALS, WHETHER GASEOUS, LIQUID OR SOLID, IN AND UNDER THE ABOVE-DESCRIBED PREMISES, BELOW A DEPTH OF 25 FEET. SUCH RIGHTS SHALL INCLUDE SURFACE AND SUBSURFACE ACCESS EASEMENTS, RIGHTS TO CONSTRUCT, MAINTAIN AND OPERATE SURFACE AND SUBSURFACE FACILITIES, AND OTHER RIGHTS TO DEVELOP AND EXTRACT OIL, PETROLEUM, GAS OR ANY OTHER MINERAL, EXCEPT THAT GRANTOR (1) SHALL NOT, WITHOUT PRIOR WRITTEN CONSENT FROM GRANTEE, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD OR DELAYED, HAVE ANY RIGHT TO ENTER THE SURFACE OF THE PROPERTY, FOR PURPOSES OF EXPLORATION, DEVELOPMENT OR EXTRACTION OF SUCH MINERALS; (2) SHALL NOT IN EXERCISING THESE RIGHTS MORE THAN MINIMALLY INTERFERE WITH GRANTEE'S USE OF THE PROPERTY; AND (3) PRIOR TO THE EXERCISE OF THESE RIGHTS, SHALL PROVIDE ADEQUATE LIABILITY PROTECTION TO GRANTEE, IN THE FORM OF GENERAL LIABILITY INSURANCE OBTAINED (OR EXTENDED), AT THE SOLE COST OF THE GRANTOR, NAMING GRANTEE AS AN INSURED PARTY, UPON SUCH TERMS AS ARE THEN REASONABLE AND CUSTOMARY, UNLESS GRANTOR, IN THE REASONABLE OPINION OF GRANTEE, POSSESSES THE FINANCIAL CAPABILITY TO FUND SUCH LIABILITY PROTECTION AS A SELF-INSURED ENTITY, UNDER THAT REASONABLE AND CUSTOMARY STANDARD, FOR ANY LOSSES OF DAMAGES REASONABLY LIKELY TO BE SUSTAINED BY GRANTEE AS A RESULT OF GRANTOR'S EXERCISE OF THESE RIGHTS. IN ADDITION, ANY SURFACE OR SUBSURFACE FACILITIES CONSTRUCTED, OR EQUIPMENT USED, BY GRANTOR IN THE COURSE OF GRANTOR'S EXERCISE OF THESE RIGHTS, SHALL BE CONSTRUCTED AND USED IN A MANNER THAT RESULTS IN NO MORE THAN MINIMAL INTERFERENCE WITH GRANTEE'S USE OF THE PROPERTY, AS RESERVED IN THE DEED RECORDED DECEMBER 29, 1992, AS DOCUMENT NO. 92-094547, OFFICIAL RECORDS, AND RECORDED OCTOBER 18, 1994, AS DOCUMENT NO. 94-074651, OFFICIAL RECORDS.

PARCEL D: (PORTION OF APN: 253-050-093)

ALL THAT LAND CONVEYED TO THE MINKLER SOUTHERN RAILWAY COMPANY IN THE DEED RECORDED MAY 23, 1921 IN VOLUME 296, PAGE 478 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WHICH IS A PORTION OF PARCEL 9 (NINE) OF SAID DEED, FURTHER DESCRIBED AS:

THE EAST 90 FEET OF THE WEST 200 FEET OF LOT 22 OF PIONEER LAND COMPANY'S FIRST SUBDIVISION, AS PER THE MAP RECORDED IN VOLUME 1, PAGES 110 AND 111 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM SAID LAND ALL OWNERSHIP RIGHTS TO THE ENTIRE MINERAL ESTATE BELOW THE PROPERTY, BELOW A DEPTH OF 25 FEET, INCLUDING WITHOUT LIMITATION, ALL OIL, PETROLEUM, GAS AND OTHER MINERALS, WHETHER GASEOUS, LIQUID OR SOLID, IN AND UNDER THE ABOVE-DESCRIBED PREMISES, BELOW A DEPTH OF 25 FEET. SUCH RIGHTS SHALL INCLUDE SURFACE AND SUBSURFACE ACCESS EASEMENTS, RIGHTS TO CONSTRUCT, MAINTAIN AND OPERATE SURFACE AND SUBSURFACE FACILITIES, AND OTHER RIGHTS TO DEVELOP AND EXTRACT OIL, PETROLEUM, GAS OR ANY OTHER MINERAL, EXCEPT THAT GRANTOR (1) SHALL NOT, WITHOUT PRIOR WRITTEN CONSENT FROM GRANTEE, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD OR DELAYED, HAVE ANY RIGHT TO ENTER THE SURFACE OF THE PROPERTY, FOR PURPOSES OF EXPLORATION, DEVELOPMENT OR EXTRACTION OF SUCH MINERALS; (2) SHALL NOT IN EXERCISING THESE RIGHTS MORE THAN MINIMALLY INTERFERE WITH GRANTEE'S USE OF THE PROPERTY; AND (3) PRIOR TO THE EXERCISE OF THESE RIGHTS, SHALL PROVIDE ADEQUATE LIABILITY PROTECTION TO GRANTEE, IN THE FORM OF GENERAL LIABILITY INSURANCE OBTAINED (OR EXTENDED), AT THE SOLE COST OF THE GRANTOR, NAMING GRANTEE AS AN INSURED PARTY, UPON SUCH TERMS AS ARE THEN REASONABLE AND CUSTOMARY, UNLESS GRANTOR, IN THE REASONABLE OPINION OF GRANTEE, POSSESSES THE FINANCIAL CAPABILITY TO FUND SUCH LIABILITY PROTECTION AS A SELF-INSURED ENTITY, UNDER THAT REASONABLE AND CUSTOMARY STANDARD, FOR ANY LOSSES OF DAMAGES REASONABLY LIKELY TO BE SUSTAINED BY GRANTEE AS A RESULT OF GRANTOR'S EXERCISE OF

THESE RIGHTS. IN ADDITION, ANY SURFACE OR SUBSURFACE FACILITIES CONSTRUCTED, OR EQUIPMENT USED, BY GRANTOR IN THE COURSE OF GRANTOR'S EXERCISE OF THESE RIGHTS, SHALL BE CONSTRUCTED AND USED IN A MANNER THAT RESULTS IN NO MORE THAN MINIMAL INTERFERENCE WITH GRANTEE'S USE OF THE PROPERTY, AS RESERVED IN THE DEED RECORDED DECEMBER 29, 1992, AS DOCUMENT NO. 92-094547, OFFICIAL RECORDS, AND RECORDED OCTOBER 18, 1994, AS DOCUMENT NO. 94-074651, OFFICIAL RECORDS.

****NOTARY ACKNOWLEDGEMENT ON THE NEXT PAGE****

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

State of California

County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)



December 8, 2021

Donnie Moore
Director, Parks & Leisure Services
City of Porterville
15 East Thurman
Porterville, CA 93257

Re: Project Number: XS-54-031, Fourth Street Community Park, \$7,800,000

Dear Donnie Moore:

Congratulations! The Office of Grants and Local Services (OGALS) is pleased to inform you that the project above has been selected for funding through the Proposition 68 Statewide Park Development and Community Revitalization Program! This round was highly competitive, with 468 project applications requesting \$2.42 billion.

We look forward to working with your agency to ensure successful completion of the project. Your project file has been transferred to our grant administration section. Your grant administration Project Officer will contact you soon to schedule a mandatory grant administration technical assistance workshop. As a reminder, funding is not guaranteed until the grant contract is signed by your agency's authorized representative and the State of California. If you have grant administration questions, please contact your Grant Administration Project Officer Melinda Steinert at Melinda.Steinert@parks.ca.gov.

We appreciate our partnership with local agencies to improve the health and wellness of communities by creating new parks and recreation opportunities. Again, congratulations on this project selection!

Sincerely,

A handwritten signature in blue ink, appearing to read "A. Quintero", with a long horizontal flourish extending to the right.

Armando M. Quintero, Director
California State Parks

cc: Project file

004-150





N 2nd St

N 3rd St

N 4th St

N Kenrahan St

Ralls to Trails Pkwy

E Gibson Ave

Ave

N Williford Dr

N

Prosperity Cir

Olivewood Cir

N Plano St

N Murry St



CITY COUNCIL AGENDA – MARCH 15, 2022

SUBJECT: Acquisition of Real Property APN 302-130-030 and 302-130-010

SOURCE: Community Development

COMMENT: Pursuant to City Council authorization at its meeting on February 15, 2022, staff has negotiated the purchase of real property from members of the Reeder, Jagers. Shannon, and Calvin families for the accepted amount of \$3,063,500. The property consists of two parcels, APN 302-130-030 and 302-130-010, which is approximately 152.75 acres generally located on the north side of Avenue 120, just east of Road 208 and the Friant-Kern Canal in southwest Porterville. The terms of the purchase are outlined in the Purchase and Sale Agreement which is provided herein, as is the draft Resolution for the Council's consideration. The funding source is the Water Replacement Fund.

RECOMMENDATION: That the City Council adopt the draft Resolution approving the purchase of APN 302-130-030 and 302-130-010; and authorize the Mayor and City Manager to sign all documents necessary to complete the purchase.

ATTACHMENTS:

1. Draft Resolution
2. Agreement for Acquisition of Real Property
3. LocatorMap

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Community Development Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ACCEPTING A GRANT DEED IN FEE FOR REAL PROPERTY FROM GRANTOR FOR
GROUNDWATER MANAGEMENT

BE IT RESOLVED by the City Council of the City of Porterville that the City of Porterville hereby accepts a Grant Deed for groundwater management from Wesley R. Reeder, Trustee of the Exemption Trust established under the Reeder Family Revocable Trust dated April 22, 1997; Jerry Calvin and Linda S. Calvin, as Trustees of the Calvin Family Revocable Trust of January 16, 1997; Mark Charles Jagers and Virginia G. Jagers, Trustees under the Mark Charles Jagers and Virginia G. Jagers Family Trust, established March 30, 2005; Mark C. Jagers and Virginia Jagers, husband and wife, as community property; Michael L. Shannon and Katherine L. Shannon, as Trustees of the Shannon Family Revocable Trust of June 1, 2004, as to Parcel A; and Wesley R. Reeder, Trustee of the Exemption Trust established under the Reeder Family Revocable Trust dated April 22, 1997; Ivfark Charles Jagers and Virginia G. Jagers, Trustees under the Mark Charles Jagers and Virginia G. Jagers Family Trust, established March 30, 2005; Mark C. Jagers and Virginia Jagers, husband and wife, as community property; and .len-y Calvin and Linda S. Calvin, as Trustees of the Calvin Family Revocable Trust of January 16, 1997, as to Parcel B (collectively "Grantor"), for real property in the City of Porterville, County of Tulare, State of California, to-wit:

See Exhibit "A" attached hereto and made a part hereof by reference.

BE IT FURTHER RESOLVED that the purchase price of \$3,063,500 is hereby approved, to authorize the Mayor to sign all necessary documents, pay the Grantor the purchase price and said Deed is to be recorded in the office of the Tulare County Recorder. The foregoing has been accepted by the City Council for the City of Porterville.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

EXHIBIT A

LEGAL DESCRIPTION

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

PARCEL A:

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

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF SAID SECTION 18 DISTANT THEREALONG SOUTH 89° 42' EAST 265.0 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 18, SAID POINT BEING ALSO THE SOUTHWESTERLY CORNER OF SAID 2.9 ACRE PARCEL;

THENCE FROM SAID POINT OF BEGINNING ALONG THE BOUNDARY AT SAID 2.9 ACRE PARCEL AS FOLLOWS:

NORTH 0° 02' EAST 73.6 FEET; THENCE SOUTH 89° 58' EAST 5.0 FEET; THENCE NORTH 0° 02' EAST 695.0 FEET; THENCE SOUTH 40° 32' EAST 292.2 FEET; THENCE SOUTH 0° 02' WEST 547.5 FEET TO THE SOUTHERLY BOUNDARY OF SAID SECTION 18; THENCE CONTINUING ALONG THE BOUNDARY OF SAID 2.9 ACRE PARCEL WHICH IS IN THE SOUTHERLY BOUNDARY OF SAID SECTION 18, NORTH 89° 42' WEST 195.0 FEET TO THE POINT OF BEGINNING.

PARCEL B:

PARCEL 1:

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

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE UNITED STATES OF AMERICA BY DEEDS DATED NOVEMBER 6, 1948, AND APRIL 04, 1950, RECORDED IN BOOK 1434, PAGE 89 OF OFFICIAL RECORDS AND IN BOOK 1449, PAGE 136 OF OFFICIAL RECORDS.

ALSO EXCEPT THE SOUTH 25 FEET THEREOF.

PARCEL 2:

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

ALSO EXCEPTING THEREFROM ALL MINERALS, OIL AND GAS IN, UPON OR UNDERLYING THE AFORESAID LANDS OR ANY OF THEM AND THE EXCLUSIVE RIGHT TO NEGOTIATE OR PROCURE

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

EXCEPTING FROM PARCELS A AND B THAT PORTION CONVEYED TO FRIANT WATER AUTHORITY, A CALIFORNIA JOINT POWERS AUTHORITY AS DESCRIBED IN THE DEED RECORDED JULY 30, 2021 AS INSTRUMENT NO. 2021-0055620 OF OFFICIAL RECORDS.

APN: PORTION 302-130-010-000 and PORTION 302-130-030-000

AP NO.: 302-130-010, 302-130-030 (Reeder, Jagers, Shannon, Calvin)
PROJECT: Olive Grove Acquisition
TITLE REPORT NO.: 5405-6717791

AGREEMENT FOR ACQUISITION OF REAL PROPERTY

THIS AGREEMENT ("Agreement") is entered into this 24 day of February, 2022, by and between the City of Porterville, a California municipal corporation (hereinafter called "Buyer"), and Wesley R. Reeder, Trustee of the Exemption Trust established under The Reeder Family Revocable Trust dated April 22, 1997; Jerry Calvin and Linda S. Calvin, as Trustees of the Calvin Family Revocable Trust of January 16, 1997; Mark Charles Jagers and Virginia G. Jagers, Trustees under the Mark Charles Jagers and Virginia G. Jagers Family Trust, established March 30, 2005; Mark C. Jagers and Virginia Jagers, husband and wife, as community property; Michael L. Shannon and Katherine L. Shannon, as Trustees of the Shannon Family Revocable Trust of June 1, 2004, as to Parcel A; and Wesley R. Reeder, Trustee of the Exemption Trust established under the Reeder Family Revocable Trust dated April 22, 1997; Mark Charles Jagers and Virginia G. Jagers, Trustees under the Mark Charles Jagers and Virginia G. Jagers Family Trust, established March 30, 2005; Mark C. Jagers and Virginia Jagers, husband and wife, as community property; and Jerry Calvin and Linda S. Calvin, as Trustees of the Calvin Family Revocable Trust of January 16, 1997, as to Parcel B (hereinafter collectively called "Seller"), for acquisition by Buyer of certain real property as hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this agreement, all that certain real property (hereinafter called "Property") situated in the City of Porterville, County of Tulare, State of California, and legally described as follows:

See Legal Description attached as Exhibit A hereto.

2. PURCHASE PRICE. The total purchase price, payable in cash through escrow, shall be the sum of **THREE MILLION SIXTY-THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,063,500)**. Said sum is deemed full and complete compensation for the Property and any and all improvements made to the Property and located thereon. Seller's receipt of said payment shall release Buyer from any and all further claims, costs, and liabilities associated with this purchase, other than the obligations specifically contained in this Agreement. The parties agree that the purchase price is deemed full and complete just compensation for the Property. Said sum shall be paid upon the close of escrow, which shall occur when title to the Property has vested in Buyer free and clear of all liens, encumbrances, assessments, easements and leases, recorded or unrecorded, except for recorded public utility easements and public rights of way.

3. CONVEYANCE OF TITLE. Seller agrees to convey by Grant Deed to Buyer marketable fee simple title to the Property free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases and taxes, EXCEPT:

- A. Taxes for the fiscal year in which this transfer occurs.
- B. Quasi-public utility, public alley, public street easements and rights of way of record.
- C. Items numbered 1-3 (not yet due or payable), 5, 6, 7, 8, and 10 of the above referenced title report dated January 10, 2022, issued by First American Title Company, Order No. 5405-6717791.

4. TITLE INSURANCE POLICY. Escrow Agent shall, following recording of deed to Buyer, provide Buyer with a CLTA Standard Coverage Policy of Title Insurance in the amount of \$3,063,500 issued by First American Title Company showing title to the Property vested in Buyer, subject only to the exceptions set forth in Paragraph 3 hereinabove, and the printed exceptions and stipulations in said policy. Buyer agrees to pay the premium charged therefor.

5. ESCROW. Buyer agrees to open an escrow in accordance with this Agreement at an escrow of Buyer's choice. This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

Seller has executed a deed to Buyer, for deposit into escrow concurrently with this Agreement. As soon as possible after opening of escrow, Buyer will deposit the executed deed, with Certificate of Acceptance attached, with Escrow Agent on Seller's behalf. Buyer agrees to deposit the purchase price upon demand of Escrow Agent. Buyer and Seller agree to promptly deposit with Escrow Agent any additional instruments as may be necessary to complete this transaction.

Insurance policies for fire or casualty are not to be transferred, and Seller will cancel his own policies after close of escrow.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow trust account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check or wire transfer from such account.

ESCROW AGENT IS AUTHORIZED AND INSTRUCTED TO COMPLY WITH THE FOLLOWING TAX ADJUSTMENT PROCEDURE:

- A. Pay and charge Seller for any unpaid delinquent taxes and/or any penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the Property;
- B. Escrow is not to be concerned with pro-ration of Seller's taxes for the current fiscal year if this escrow closes between July 1 and November 1 unless current tax information is available from title insurer between October 15 and November 1. In the event said tax information is available, Seller's taxes shall be pro-rated in accordance with Paragraph "C" below. From July 1 until November 1 and the ensuing period, when the tax information referred to above is not available, Seller's pro-rata portion of taxes due to close of escrow, shall be cleared and paid

by Seller, outside of escrow, pursuant to provisions of Section 5082 through 5090 of the Revenue and Taxation Code of the State of California.

- C. From the date that tax information is available, as per Paragraph "B" above, up to and including June 30, Seller's current taxes, if unpaid, shall be pro-rated to date of close of escrow on the basis of a 365-day year in accordance with Tax Collector's pro-ration requirements, together with penalties and interest if said current taxes are unpaid after December 10 and/or April 10. At close of escrow, a check payable to the County Tax Collector for Seller's pro-rata portion of taxes shall be forwarded to Buyer with closing statement;
- D. Any taxes which have been paid by Seller, prior to opening of this escrow, shall not be prorated between Buyer and Seller, but Seller shall have the sole right, after close of escrow, to apply to the County Tax Collector of said County for refund of such taxes which may be due Seller for the period after Buyer's acquisition pursuant to Revenue and Taxation Code Section 5096.7.

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

- E. Pay and charge Seller for any amount necessary to place title in the condition necessary to satisfy Paragraph 3 of this Agreement;
- F. Pay and charge Buyer and Seller for any escrow fees, charges and costs payable under Paragraph 6 of this Agreement;
- G. Disburse funds and deliver deed when conditions of this escrow have been fulfilled by Buyer and Seller.
- H. Record the Deed (marked for return to Buyer) with the Tulare County Recorder, which shall be deemed delivered to Buyer;
- I. Cause the Title Policy to be issued;
- J. Prepare and deliver to both Seller and Buyer one signed copy of Escrow Agent's closing statement showing all receipts and disbursements of the escrow;
- K. Deliver to Buyer the Foreign Investment in Real Property Tax Act ("FIRPTA") and the Withholding Affidavit; and

The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. If (except for deposit of money by Buyer, which shall be made by Buyer upon demand of Escrow Agent before close of escrow) this escrow is not in

condition to close within 90 days from date of these instructions, any party who then shall have fully complied with his instructions may, in writing, demand the return of his money or Property; but if none have complied no demand for return thereof shall be recognized until five (5) days after Escrow Agent shall have mailed copies of such demand to all other parties at their respective addresses shown in these escrow instructions, and if any objections are raised with said five (5) day period, Escrow Agent is authorized to hold all papers or documents until instructed by a court of competent jurisdiction or mutual instructions. If no demands are made, proceed with closing this escrow as soon as possible.

Responsibility of Escrow Agent under this Agreement is expressly limited to Paragraphs 1, 2, 3, 4, 5, 6, 8, 11, 12, 13 and 15 and to its liability under any policy of title insurance issued in regard to this transaction.

6. ESCROW FEES CHARGES AND COSTS. Buyer agrees to pay all usual escrow, title and recording fees, charges and costs which arise in this escrow, except any costs specifically associated with providing clear title to the Property to Buyer in accordance with the provisions of Paragraph 3 of this Agreement, which costs shall be borne by Seller.

7. RENTALS AND OCCUPANCY BY SELLER. Seller warrants that there are no residential or business tenancies or occupancies, and no leasehold interests or possessory rights whatsoever, whether by oral or written leases or rental agreements or otherwise, on all or any portion of the Property. Seller further agrees to hold Buyer harmless and reimburse Buyer for any and all of its losses and expenses, including any mandated relocation benefits occasioned by reason of any such undisclosed tenancies, leasehold interests, or possessory rights, and agrees that the purchase price set forth in Paragraph 2 above represents the price for the Property as a whole, free and clear of all such encumbrances.

8. TESTING, INSPECTION, ENTRY ON PREMISES, AND RESPONSIBILITY FOR CONDITION OF PREMISES. Seller grants to Buyer, and its authorized agents, permission to enter upon the Property at all reasonable times prior to close of escrow for the purpose of making all such inspections, tests, borings, samplings, and other such investigations as Buyer shall deem reasonable to determine the physical condition of the Property, including, but not limited to, the existence of termite damage and infestation, asbestos, lead-based paint and other surface coverings, and the existence on, or contamination of the Property by "hazardous materials". Should Buyer discover any physical condition of the Property which Buyer deems unacceptable, Buyer may terminate this Agreement and cancel the escrow, by giving written notice to Seller and escrow holder, within sixty-five (65) days after the date of Buyer's execution of this Agreement. Upon receipt of written notice of Buyer's intent to terminate this Agreement, escrow holder shall return all money and documents deposited in escrow to the party originally making such deposit, and neither party shall have any further obligation to the other under this Agreement. Buyer's failure to give written notice of termination of this Agreement within the timeframe allowed shall be deemed Buyer's acceptance of all such conditions of the Property as Buyer could have discovered by reasonable inspection, testing, boring, sampling, and other investigations of the Property.

As used in this Agreement, the term "hazardous materials" means all flammable, explosive, noxious, toxic, or otherwise dangerous materials, wastes, products, or substances, the handling, use, discharge, or release of which is regulated or the contamination by which is prohibited by any federal, state, or local statute, ordinance, rule, or regulation, including, but not limited to,

those substances defined as “hazardous substances,” “hazardous materials,” or “toxic substances” in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; The Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; The Resource Conservation & Recovery Act, 42 U.S.C. Section 6901, et seq.; and also including those substances defined as “hazardous waste” in Section 25117 of the California Health and Safety Code or as “hazardous substances” in Section 25316 of the California Health and Safety Code; and those chemicals to which reference is made in the Safe Drinking Water and Toxic Enforcement Act of 1986, Section 25249.5, et seq. of the California Health and Safety Code.

9. DESTRUCTION OF IMPROVEMENTS. The risk of damages to or loss of improvements due to fire or other cause shall be Seller’s until title passes to Buyer at close of escrow. In the event that any of the improvements on the property are destroyed or damaged prior to close of escrow, the purchase price shall be adjusted in the amount that the fair market value is reduced by such loss or damage, such reduction to be determined by appraisal. Buyer shall select an appraiser therefor, and if Seller does not agree to such appraiser, Seller shall appoint an appraiser and the two appraisers shall appoint a third appraiser. The finding of the appraiser, or if there are three appraisers, the finding joined in by two of the three appraisers shall be binding on Seller and Buyer and the sale shall be completed at the original escrow price less the reduction so fixed by appraisal. Notwithstanding the foregoing, if the cost of restoring the damaged improvement to a condition equal to its condition on date of this agreement exceeds ten (10) percent of the original purchase price of the property, Buyer shall have the right to cancel the escrow, terminate this agreement, and recover any and all amounts paid to Seller or to escrow holder on account of the purchase price of the Property.

Seller agrees to maintain any existing fire and/or casualty insurance on the property in force until close of escrow.

10. SELLER’S WARRANTIES. Seller warrants that they own the Property, and that they are authorized to sell the Property, under the terms and conditions specified herein, and that to Seller’s knowledge, there are no toxic or hazardous wastes or materials, including asbestos, attributable to or affecting the property. Seller’s warranties survive the close of escrow.

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

12. CLOSING STATEMENT. Seller hereby authorizes and instructs Escrow Agent to release a copy of Seller’s closing statement to Buyer for the purpose of ascertaining if any reimbursements are due Seller.

13. TAX REPORTING AND WITHHOLDING--NON-FOREIGN STATUS. The Foreign Investment in Real Property Tax Act of 1980, as amended by the Tax Reform Act of 1984, and subsequent amendments places special requirements for tax reporting and withholding on the parties to a real estate transaction where the transferor (Seller) is a non-resident alien or non-domestic corporation or partnership, or is a domestic corporation or partnership controlled by a non-resident or non-resident corporation or partnership.

Seller hereby advises Buyer that Seller is NOT a "foreign person" for the purposes of Section 1445 (as may be amended) of the Internal Revenue Code of 1954, as amended, and any regulations promulgated thereunder, and that, in accordance with the provisions of Section 1445, Seller shall execute an affidavit under penalty of perjury setting forth Seller's name, address, federal tax identification number, and certifying that Seller is not a "foreign person" in accordance with the provisions of the Internal Revenue Code.

It is specifically understood and agreed by Seller that closing of this escrow is subject to, and contingent upon, deposit into escrow, or notification to Escrow Agent by Buyer, of receipt of said Affidavit.

14. JUDGMENT IN LIEU OF DEED. In the event Seller is unable to deliver title in a reasonable time under the terms of this Agreement, Buyer may file an action in eminent domain to pursue the acquisition of this Property, and this Agreement shall constitute a stipulation which may be filed in said proceedings as final and conclusive evidence of the total amount of damages for the taking, including all of the items listed in Section 1260.230 of the Civil Procedure, regarding this Property.

15. MISCELLANEOUS TERMS. The terms, conditions, covenants and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

This Agreement contains the entire agreement between the parties, and neither party relies upon any warranty or representation not contained in this Agreement.

This Agreement is subject to and conditioned upon approval and ratification by the City Council of the City of Porterville. This Agreement is not binding upon Buyer until executed by the appropriate City official(s) acting in their authorized capacity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first set forth hereinabove.

SELLER:

Wesley R. Reeder, Trustee of the Exemption Trust established under the Reeder Family Revocable Trust dated April 22, 1997 (as to Parcels A and B)

By: Wesley R. Reeder
Wesley R. Reeder, Trustee

Dated: 2-24-22

Jerry Calvin and Linda S. Calvin, as Trustees of the Calvin Family Revocable Trust of January 16, 1997 (as to Parcels A and B)

By: Jerry Calvin
Jerry Calvin, Trustee

Dated: 2-24-22

By: Linda S. Calvin
Linda S. Calvin, Trustee

Dated: 2-24-22

Mark Charles Jagers and Virginia G. Jagers, Trustees under the Mark Charles Jagers and Virginia G. Jagers Family Trust, established March 30, 2005 (as to Parcels A and B)

By: M - JAGGERS
Mark Charles Jagers, Trustee

Dated: 2-24-22

By: Virginia G. Jagers
Virginia G. Jagers, Trustee

Dated: 02/24/22

Mark C. Jagers and Virginia Jagers, husband and wife, as community property (as to Parcels A and B)

M. JAGGERS
Mark C. Jagers

Dated: 2-24-22

Virginia G. Jagers
Virginia Jagers

Dated: 02-24-22

Michael L. Shannon and Katherine L. Shannon, as Trustees of the Shannon Family Revocable Trust of June 1, 2004 (as to Parcel A)

By: Michael L. Shannon
Michael L. Shannon, Trustee

Dated: 2,24,22

By: Katherine L. Shannon
Katherine L. Shannon, Trustee

Dated: 2-24-2022

MAILING ADDRESS OF SELLER:

Reeder, Jagers, Shannon & Calvin Trusts
c/o Brent Calvin
4623 West Harold Avenue
Visalia, CA 93291

BUYER:

CITY OF PORTERVILLE:

By: _____
Martha A. Flores, Mayor

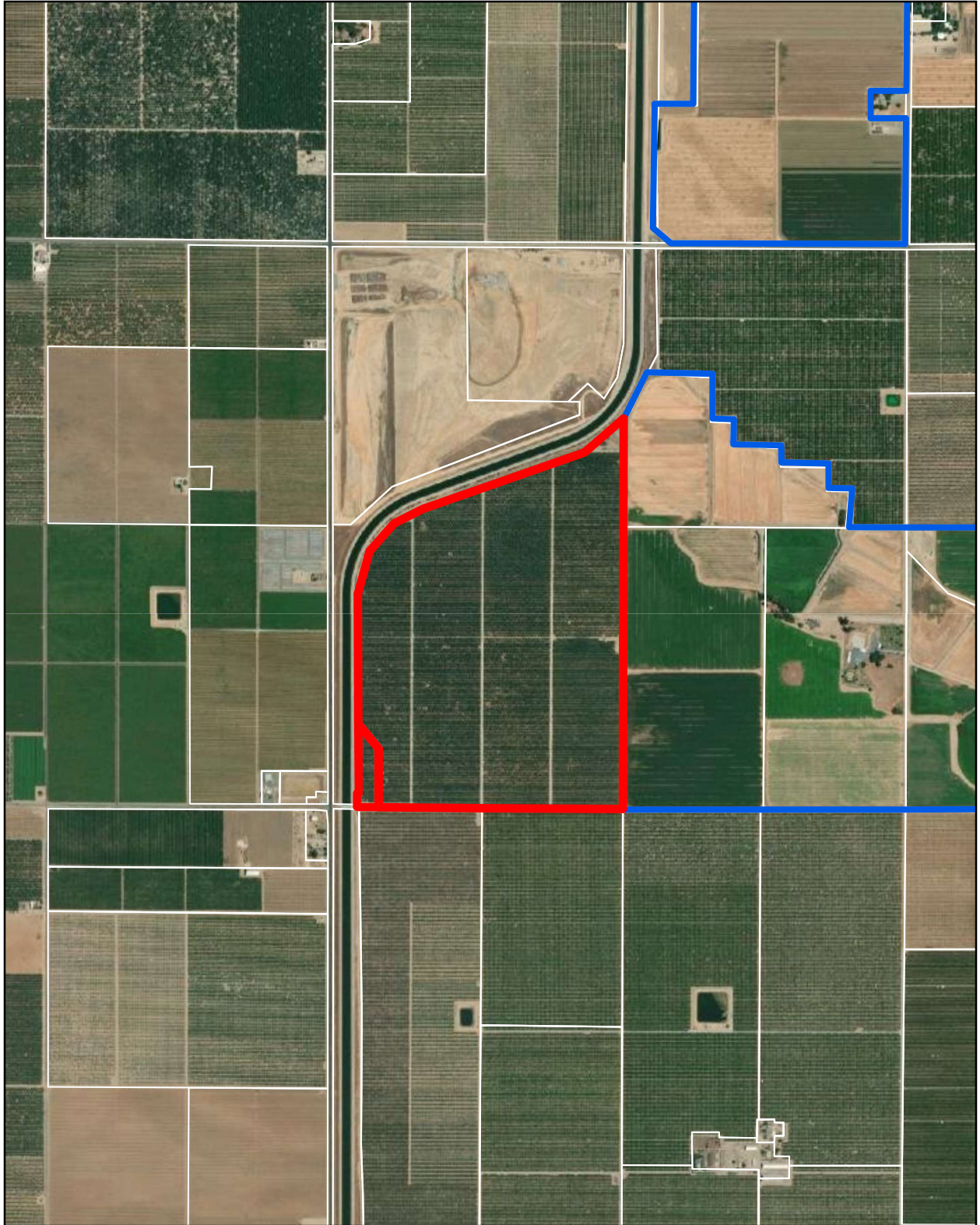
Dated: _____

MAILING ADDRESS OF CITY:

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

Locator Map

APN 302-130-010 and -030



-  Project Location
-  City Limits

1 in = 1,400 feet



Date Printed: 3/4/2022 by the Community Development Department



CITY COUNCIL AGENDA – MARCH 15, 2022

SUBJECT: Authorization to Negotiate a Contract - Design Services for Remodel/Additions at Existing Fire Stations

SOURCE: Engineering and Project Management

COMMENT: At its meeting on January 18, 2022, the City Council authorized the distribution of a Request for Qualifications for design services for the remodel/additional of the City's fire stations. On February 22, 2022, staff received three Statements of Qualifications (SOQs) for the architectural design services for the Remodel and/or Additions to Existing Fire Stations Project. The SOQs were ranked in accordance with the "Policy for Selecting Consultants to Provide Architectural, Engineering and Similar Services" adopted by the City Council (Resolution #16-2001). Staff reviewed the three SOQs provided by the firms wherein they were rated according to the aforementioned policy, with the following results:

(1) Jeff Katz Architectural Corporation (JKA)	92.3 pts
(2) DKJ Architects, Inc.	86.7 pts
(3) Andrew Goodwin Designs (AGD)	84.7 pts

Staff is pleased with with all three consultants' interest in this project and recommends negotiating a contract with the top-ranked firm. Staff will seek Council approval of a Service Agreement at a later meeting.

RECOMMENDATION: That City Council:

1. Authorize staff to negotiate a scope of services and contract with Jeff Katz Architectural Corporation (JKA);
2. Authorize staff to negotiate a scope of services and contract with DKJ Architects, Inc if staff is unable to negotiate an acceptable contract with JKA; and
3. Authorize staff to negotiate a scope of services and contract with Andrew Goodwin Designs (AGD) if staff is unable to negotiate an acceptable contract with JKA and DKJ Architects, Inc.

ATTACHMENTS: 1. Resolution No. 16-2001

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

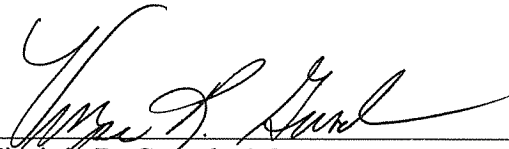
RESOLUTION NO. 16-2001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AMENDING THE GUIDELINES FOR RETAINING CONSULTANTS TO
PROVIDE ARCHITECTURAL AND ENGINEERING SERVICES AS SET FORTH
IN THE PURCHASING POLICY AND PROCEDURES MANUAL IN
COMPLIANCE WITH SENATE BILL 2034

WHEREAS, on November 15, 1988 the City Council of the City of Porterville adopted City Council Resolution 118-88 authorizing staff to amend the Purchasing Policy and Procedures Manual to comply with Senate Bill 2034 by establishing guidelines for retaining consultants to provide architectural and engineering services; and

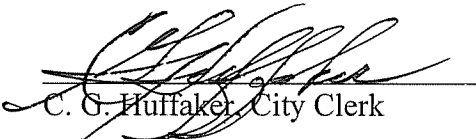
WHEREAS, different guidelines were established for three levels of anticipated fee. In the Informal Selection Process, staff would select the consultant and enter into the agreement. In the Semiformal and Formal Selection Processes, the consultant would be selected by a committee and the contract awarded by the Council, using guidelines and rating form provided by the seven—member municipal engineering committee of the American Public Works Association;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the Formal Selection Process shall be amended as set forth in the Guidelines For Retaining Consultants to Provide Architectural And Engineering Services which is attached hereto, along with the rating form, and made a part of this resolution.



Virginia R. Garrola, Mayor

ATTEST:



C. G. Huffaker, City Clerk

CITY OF PORTERVILLE
GUIDELINES FOR RETAINING CONSULTANTS TO PROVIDE
ARCHITECTURAL AND ENGINEERING SERVICES

Introduction

The variety, complexity, size, and quantity of annual projects required of the City justifies an efficient procurement effort. These guidelines have been developed to establish the City's policy for selection of consultants for architectural and engineering services. Separate guidelines are hereby established for three levels of anticipated fee:

Informal Selection Process: Anticipated fees less than \$25,000.

Semiformal Selection Process: Anticipated fees from \$25,000 to \$100,000.

Formal Selection Process: Anticipated fees over \$100,000.

It is the City's intent to limit submittals by interested firms. It is believed that this is in everyone's best interest and allows for more equal competition between small and medium size firms and large firms that have substantial overhead or PR budgets. The architect/engineer is expected to extend costs and effort in applying for consideration without any guarantee of success. The City is interested in seeking broad competition and encouraging extensive participation. It is therefore incumbent upon the City to minimize the information and effort required to institute a short list. This would encourage greater participation, reduce cost to both the City and the consultant, reduce selection time, and increase the responsiveness of the selection process.

In order to promote fairness and objectivity in evaluating consultants, a rating form has been developed. Consultants shall be evaluated and rated in accordance with the contents of the City's 'Consultant Selection Rating Form' (Form GFRC-1, dated 11-1-88, as amended).

Informal Selection Process (Anticipated fees less than \$25,000)

- A. The highest ranking registered Engineer or Architect in charge of the project shall select a Consultant based on the applicable criteria in the Consultant Selection Rating Form. The Consultant will be selected from a list maintained by the Engineering Division. New consulting firms are encouraged to make their capabilities known to the City. Selection of consultants by this method will be made on a rotational basis insofar as practicable; however, professional expertise and experience in the applicable field will be the major criteria for selection on any project.
- B. The Director of Community Development & Services is authorized, by adoption of these guidelines, to execute professional services contracts under \$25,000.

Semiformal Process (Anticipated fees between \$25,000 and \$100,000)

- A. The Director of Community Development & Services (or his designee) will notify the professional community through advertisement in a newspaper or by other means, of the City's proposed project and its need for professional services. Interested consultants will be invited to obtain a request for proposals (RFP) from the City.
- B. The RFP will contain a brief description of the project, the estimated budget and selection criteria.
- C. Interested consulting firms will be told what is expected to be in their submittal.
- D. The Director of Community Development & Services (or his designee) shall develop a short list of at least three (3) firms who appear to have the desired professional expertise, experience, and capacity. These firms selected shall be invited to an interview to be conducted by a three (3) member staff committee. Said committee will consist of the director, the highest ranking engineer or architect in charge of the project and one other staff member. Prior to the interview, firms will be asked to prepare a presentation that develops their approach to the project.
- E. The professional services contract will be awarded by City Council.

Formal Selection Process (anticipated fees over \$100,000)

- A. The Director of Community Development & Services (or his or her designees) will notify the professional community through advertisement in a newspaper or by other means, of the City's proposed project and its need for professional services. Interested consultants will be invited to obtain a request for proposals (RFP) from the City.
- B. The RFP will contain a description of the work to be done, the estimated project budget and other pertinent information regarding the project. The RFP will define the specific questions to be addressed in the proposal and selection criteria to be used.
- C. The consulting firm will be told what specific information should be contained in their written proposal. Question responses regarding the firms technical perspective of the project are to be strictly limited to brief statements addressing consultants general concepts and approach to the project. Detailed, voluminous design information is not desired and will not be considered in the selection process.
- D. A short list of at least three (3) firms whenever possible shall be developed under the direction of the Dept. Head who is responsible for the project.
- E. Those consultants short listed will be formally invited to make presentations before a formal selection committee. All interviews will be conducted by the same people and be completed in one day. Consultant may be limited on participants allowed at the interview, based on the size and complexity of the project.

- F. The formal selection committee shall be composed of three (3) members. The formal selection committee is as follows:
- (*) One - Professional from the private or public sector with specific knowledge in the field required of the consultant;
 - (*) Two - City Council members rotated per interview appointed by the Mayor;
 - (*) One - City staff person appointed by the Dept. Head under whose service the work will be performed. No City staff shall participate in the rating of the consultants, other than to advise the committee upon request and assist in the tabulation of the results for ranking purposes.
- G. Staff will assist in selecting the private sector professional.
- H. Authorization for staff to negotiate a professional service contract requires City Council approval.

STATE OF CALIFORNIA)
(SS
COUNTY OF TULARE)

I, C. G. HUFFAKER, 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 a resolution duly and regularly passed and adopted by the Council of the City of Porterville at a regular meeting of the Porterville City Council regularly called and held on the 6th day of February, 2001.

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

Councilmen:	IRISH	WOODS	WILSON	LEAVITT	GURROLA
AYES:	X	X	X	X	X
NOES:					
ABSENT:					
ABSTAIN:					

C. G. HUFFAKER, City Clerk

By Georgia Hawley
Georgia Hawley, Deputy City Clerk



CITY COUNCIL AGENDA – MARCH 15, 2022

SUBJECT: Consideration of a Request for an Extension to Conditional Use Permit (PRC 2019-035-C)

SOURCE: Community Development

COMMENT: At its meeting on March 3, 2020, the City Council adopted Resolution 17-2020 for Conditional Use Permit 2019-035-C. The applicant received approval and conditions to allow the construction of a 63,108± square foot, four story hotel consisting of 103 rooms located generally northeast of Henderson Avenue and Prospect Street in the CR (Retail Centers) zone district. The Development Ordinance requires approval of a Conditional Use Permit (CUP) when developing a hotel in the CR zone district.

Resolution 17-2020 approved condition No. 3 in which the CUP shall expire after two years of the date of approval, which is typical for this type of discretionary action. The condition also outlined that the applicant may request a one-year extension of the CUP. The Conditional Use Permit (2019-035-C) was set to expire on March 3, 2022. The applicant had requested the one-year CUP extension on February 9, 2022 prior to the expiration date and had identified that the pandemic and the disruption of the supply chain were major factors in the project's delay.

RECOMMENDATION: That the City Council adopt the draft Resolution approving the requested one-year extension of Conditional Use Permit (2019-035-C) to conditionally allow development of a hotel.

ATTACHMENTS:

1. Draft Resolution
2. Resolution No. 17-2020
3. Locator Map
4. Development Plans

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Community Development Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS AND CONDITIONS IN SUPPORT OF APPROVING AN
EXTENSION TO THE APPROVAL OF CONDITIONAL USE PERMIT (PRC 2019-035-C)
TO ALLOW THE CONSTRUCTION OF A HOTEL GENERALLY NORTHEAST OF
HENDERSON AVENUE AND PROSPECT STREET

WHEREAS: The City Council of the City of Porterville, at its regular scheduled meeting of March 3, 2020, conducted a public hearing to consider Conditional Use Permit (PRC 2019-035-C), a request to allow the construction of a 63,108 ± square-foot hotel located on Henderson Avenue, east of Prospect Street; and

WHEREAS: On March 3, 2020, the City Council approved the request with Resolution 17-2020, condition No. 3 of which limited the term of the associated Conditional Use Permit (PRC 2019-035-C) to two years with the option of a one year extension upon written request; and

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve the one year extension of Conditional Use Permit (PRC 2019-035-C) subject to the following conditions:

1. The applicant submitted the required written application for extension of the Conditional Use Permit approval prior to permit expiration; and
2. No fee is currently established in the Fee Schedule for the extension of a Conditional Use Permit and the applicant is therefore not required to pay a fee for the extension request; and
3. All conditions of approval set forth in Resolution 17-2020 approving Conditional Use Permit (PRC 2019-035-C) continue to apply to project.

PASSED, APPROVED AND ADOPTED this 15th day of March, 2022.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By _____
Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. 17-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CONTAINING FINDINGS AND CONDITIONS IN SUPPORT OF CONDITIONAL USE PERMIT PRC 2019-035-C) TO ALLOW THE DEVELOPMENT AND OPERATION OF A HOTEL GENERALLY NORTHEAST OF HENDERSON AVENUE AND PROSPECT STREET

WHEREAS: The City Council of the City of Porterville, at its regular scheduled meeting of March 3, 2020, conducted a public hearing to consider Conditional Use Permit (PRC 2019-035-C) to allow the development and operation of a hotel located on Henderson Avenue, east of Prospect Street; and

WHEREAS: On January 29, 2020, the Environmental Coordinator made a preliminary determination that the project is exempt from the California Environmental Quality Act pursuant to the special situations clause identified in Section 15183 that applies for projects evaluated under a previous Environmental Impact Report and where the project is consistent with the General Plan and Zoning; 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. Approval of 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 subject site is consistent with the General Plan Land Use Designation and Zoning Standards for CR (Retail Centers). The CR designation is intended to provide areas for regional shopping centers, located at major circulation intersections. The proposed hotel is an allowable use subject to approval of a conditional use permit, and would suit the purpose of the zone designation. The hotel also supports the General Plan economic development guiding policies to foster strong, visually attractive regional commercial centers with a mix of tenants to serve both local and regional needs.

2. The proposed location, size, design, and operating characteristics of the proposed project are consistent with the purposes of the district where it is located and conforms in all significant respects with the General Plan, the Development Ordinance, and with any other applicable plan adopted by the City Council.

The project location is properly zoned and the land use designation in the General Plan is consistent with the proposed use. Due to the nature of the subject site, with very little frontage on a major street, the proposed hotel is uniquely appropriate to complete the development of the major commercial center. The proposed size, at approximately 63,108 square feet, results in a floor area ratio of 0.50, which is the maximum allowed in this zone

district. The project is designed in such a manner that it orients both toward Prospect Street and toward Henderson Avenue, with the main entrance on the western façade of the building. The proposed aesthetic of the hotel is consistent with recent development in this area to continue a comprehensive design style. Although the proposed hotel includes four stories, the height of the structure is within the maximum allowable in the zone. No alcohol sales are proposed with the facility, and would not be served on site; any modification to this operating characteristic in the future would require a modification to the CUP. The proposed plans represent that the project would be constructed in a manner consistent with the Development Ordinance and all applicable standards and regulations. Building permits shall assure that expectation.

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 this or any other condition of approval is violated, the City Council may modify or revoke the conditional use permit.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve Conditional Use Permit (PRC 2019-035-C) subject to the following conditions:

1. At all times the facility shall be operated and maintained to comply with State Laws, the City of Porterville Zoning Ordinance, adopted Building Codes and all other applicable laws and ordinances.
2. Upon approval of the conditional use permit, any future change in operation which substantially alters the conditions or nature of the subject business will require approval by the City Council.
3. 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 not 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.
4. The project shall require a masonry block wall along the northerly property boundary in compliance with Section 300.03 (Fencing) and 300.10(e).
5. Sidewalk patterns shall be modified to meet updated commercial standards along Henderson Avenue.
6. The proposed property requires two points of ingress and egress, and a minimum width of 26 feet is required for emergency access. An access shall be improved from Prospect Street as well as the proposed access from Henderson Avenue. Because all access points are shared with separate parcels, such access agreements shall be recorded prior to issuance of a building permit. Easements shall be in place that allow for mutual ingress, egress, and maintenance of the parking lot.

Access to the proposed project requires property acquisition and/or agreements and improvements at/from Henderson Avenue and Prospect Street as follows:

Henderson Avenue:

- Must acquire additional property from west property owner to combine with subject property to allow for a sufficient width driveway at Henderson Avenue. Due to the proximity of the adjacent (Burger King) drive-thru exit driveway, an agreement with east property owner must be secured as the proposed hotel driveway requires that the west Burger King driveway be removed and drive-thru exit access is blocked along the new major drive. Modifications to the Henderson Avenue median island may occur at a future date at the request of future developers, or at the discretion of the City Engineer.
- Pedestrian access from the public sidewalk along Henderson Avenue to the project site and to the edges of the property to the east and west, meeting up with planned future development, is required.

Prospect Street:

- Secondary vehicular access is required from Prospect Street to the west property line of the subject property in the event that the current development (Porter's Crossing Phase II) does not follow through with their project.
 - Pedestrian access from the public sidewalk along Prospect Street (or termination of pedestrian path created by westerly project (Porter's Crossing Phase II) to the hotel site and to the edges of the property for future development is required.
 - If a left turn land from southbound Prospect Street is desired, a median island design modification must be submitted for evaluation. This is not a requirement for development, but at such time as this traffic pattern is desired, a modification to the CUP will be considered.
7. The developer/applicant shall provide a site plan that illustrates truck-turning movements within the parking lot, where applicable. The site plan shall be approved prior to issuance of a building permit; this requirement include, but is not limited to, refuse trucks.
 8. The developer/applicant shall assure compliance with Section 7-8, Work Site Maintenance, of the Standard Specifications. Applicable requirements from both San Joaquin Valley Air Pollution Control District Regulation VIII, Fugitive PM10 Prohibitions and the California Green Code Standards must also be met. During grading operations, the "Supervising Civil Engineer" shall be responsible for enforcing the dust control provisions of Section 7-8 or pay the City for dust control inspection. Inspection fees will be calculated based on the Engineer's Estimate of reasonable cost of the grading project.
 9. All Best Management Practices shall be implemented.
 10. The developer/applicant shall install a triple refuse container enclosure that will accommodate solid waste, organic waste, and recyclable materials removal or collection according to City Standards.

11. The developer/applicant shall dedicate right-of-way for a street width that matches the ultimate width in the adopted Land Use and Circulation Element and/or the width established by the City Council, and dedication of required property for accessible ramp(s), sidewalk, etc. A right of way dedication of six feet (6') is required along Henderson Avenue to accommodate a pattern of an eight foot (8') landscaped parkway and an eight foot (8') sidewalk.

PASSED, APPROVED AND ADOPTED this 3rd 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 3rd day of March, 2020.

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

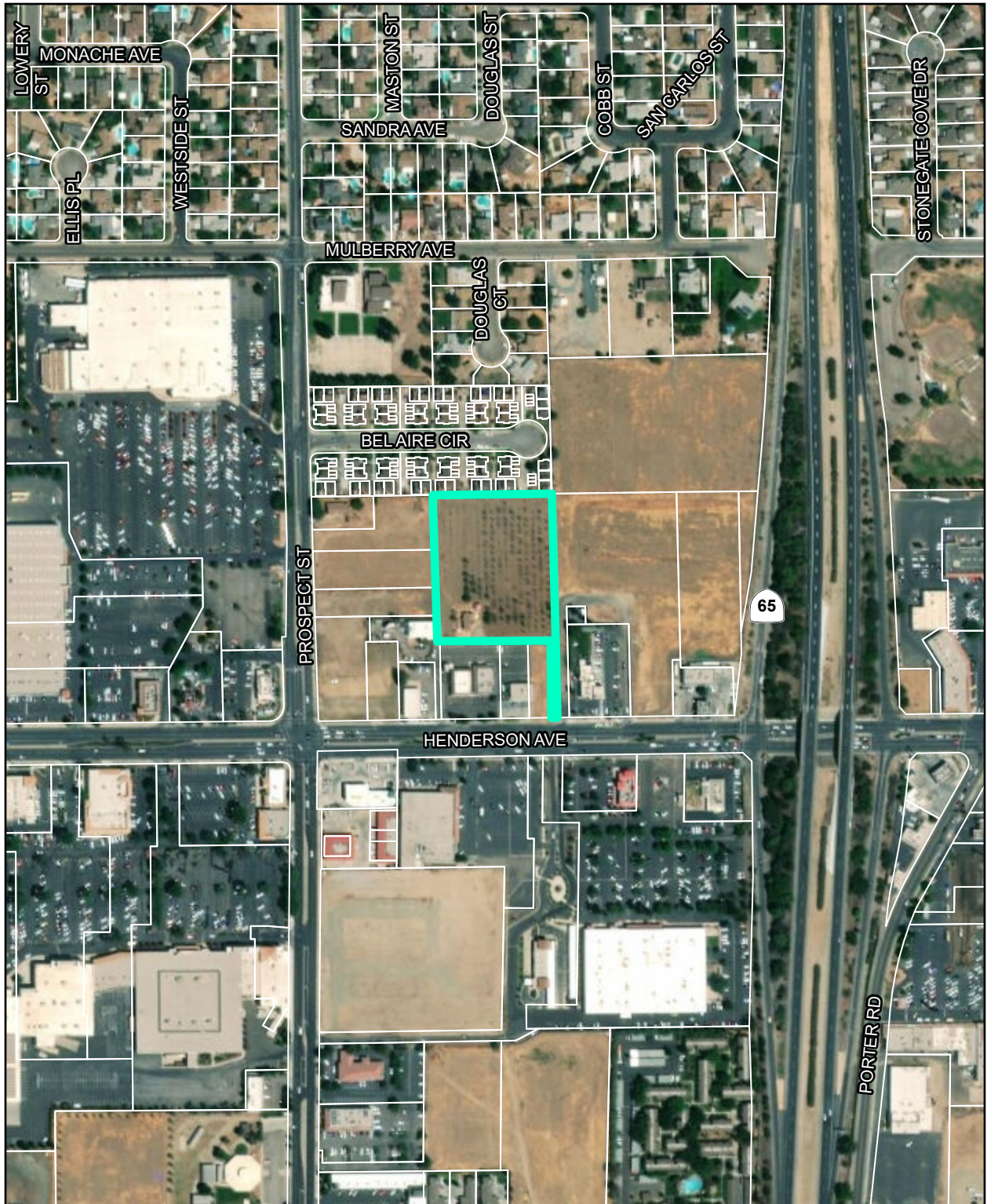
Council:	PEÑALOZA	REYES	FLORES	STOWE	GURROLA
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk



By: Fernando Gabriel-Moraga, Deputy City Clerk

Locator Map PRC 2019-035



**Porterville Inn
@ 1106 W. Henderson**

 Project Location

1 in = 400 feet



Date Printed: 10/18/2019 by the Community Development Department

Fairfield Inn & Suites

1103 W Henderson Avenue,
Porterville, CA

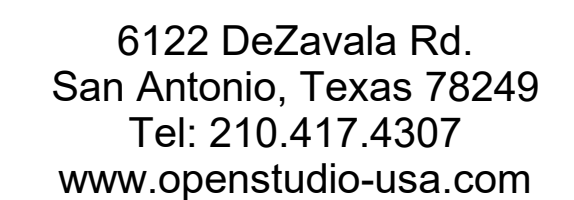
Schematic Design



Fairfield Inn & Suites

1103 W Henderson Avenue,
Porterville, CA

project #:	19.121
date:	09.30.19
drawn by:	Author
checked by:	Checker
drawing title:	SCHEMATIC COVER SHEET
drawing number:	



THIS DRAWING IS PROVIDED AS AN INSTRUMENT OF SERVICE BY THE ARCHITECT AND IS INTENDED FOR USE ON THIS PROJECT ONLY. THE DRAWING REMAINS THE PROPERTY OF THE ARCHITECT AND SHALL BE RETURNED TO HIM/HER UPON COMPLETION OF THE CONSTRUCTION WORK. PURSUANT TO THE ARCHITECTURAL WORKS COPYRIGHT PROTECTION ACT OF 1990, ALL DRAWINGS, SPECIFICATIONS, IDEAS, AND DESIGNS, INCLUDING THE OVERALL FORM, ARRANGEMENT, AND COMPOSITION OF THE SPACES, AND ELEMENTS APPEARING HEREIN, CONSTITUTES THE COPYRIGHT WORK OF THE ARCHITECT. ANY REPRODUCTION, USE, OR DISCLOSURE OF INFORMATION CONTAINED HEREIN WITHOUT PRIOR WRITTEN CONSENT OF THE ARCHITECT IS STRICTLY PROHIBITED.

1103 W Henderson Avenue,
Porterville, CA

drawing number:

TOM'S PARCEL

BURGER KING

VERIZON

PROSPECT STREET

W HENDERSON AVENUE

PROPOSED HOTEL 103 ROOMS

POOL AREA

LANDSCAPE AREA

PARKING SPACES

ADA PARKING SPACE

TYPICAL PARKING SPACE: 18'X10' (2'-0" overhang)

PROPOSED FUTURE SHARED DRIVEWAY

EXISTING DRIVEWAY

FUTURE CROSS ACCESS TO ALL AMERICAN CITY HWY EXIST 45

8'-0" BLOCK WALL

PROPERTY LINE

CROSS ACCESS TO PROSPECT STREET

CONCRETE CURB

CANOPY COVER ON DROPP-OFF

PAINTED STRIPPING

PAINTED HC. SYMBOL TYP.

FIRE HYDRANT

TRASH ENCLOSURE

ADA PARKING SPACE

2'-0" TYP. OVERHANG

TOTAL PARKING PROVIDED : 110

ADA PARKING PROVIDED= 6

PROSPECT STREET

8'-0" BLOCK WALL

PROPERTY LINE

FUTURE PANDA EXPRESS

1/2" = 1'

1 SITEPLAN

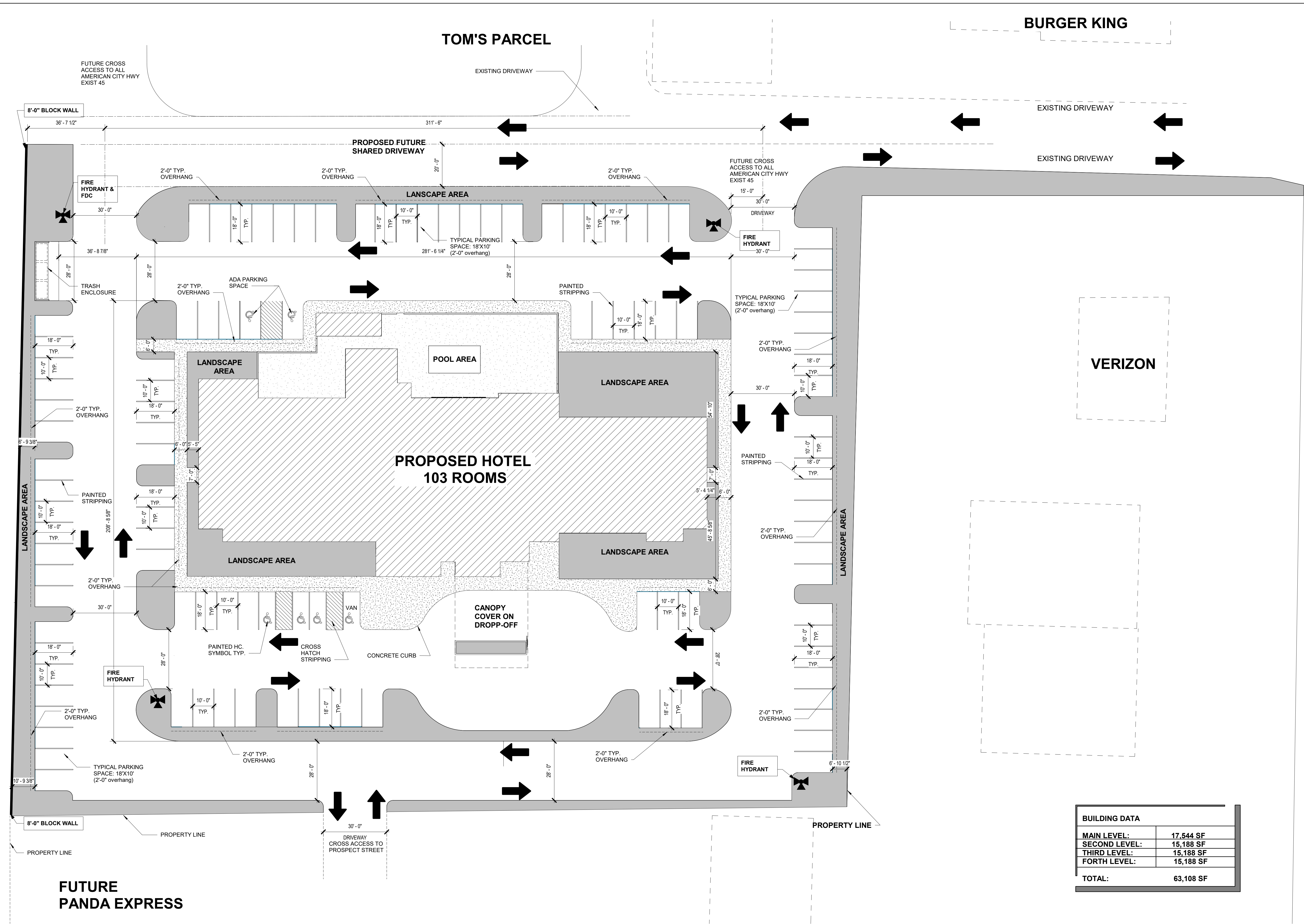
SCALE: 1/32" = 1'-0"

PROSPECT STREET

PROJECT LOCATION

PROJECT LOCATION

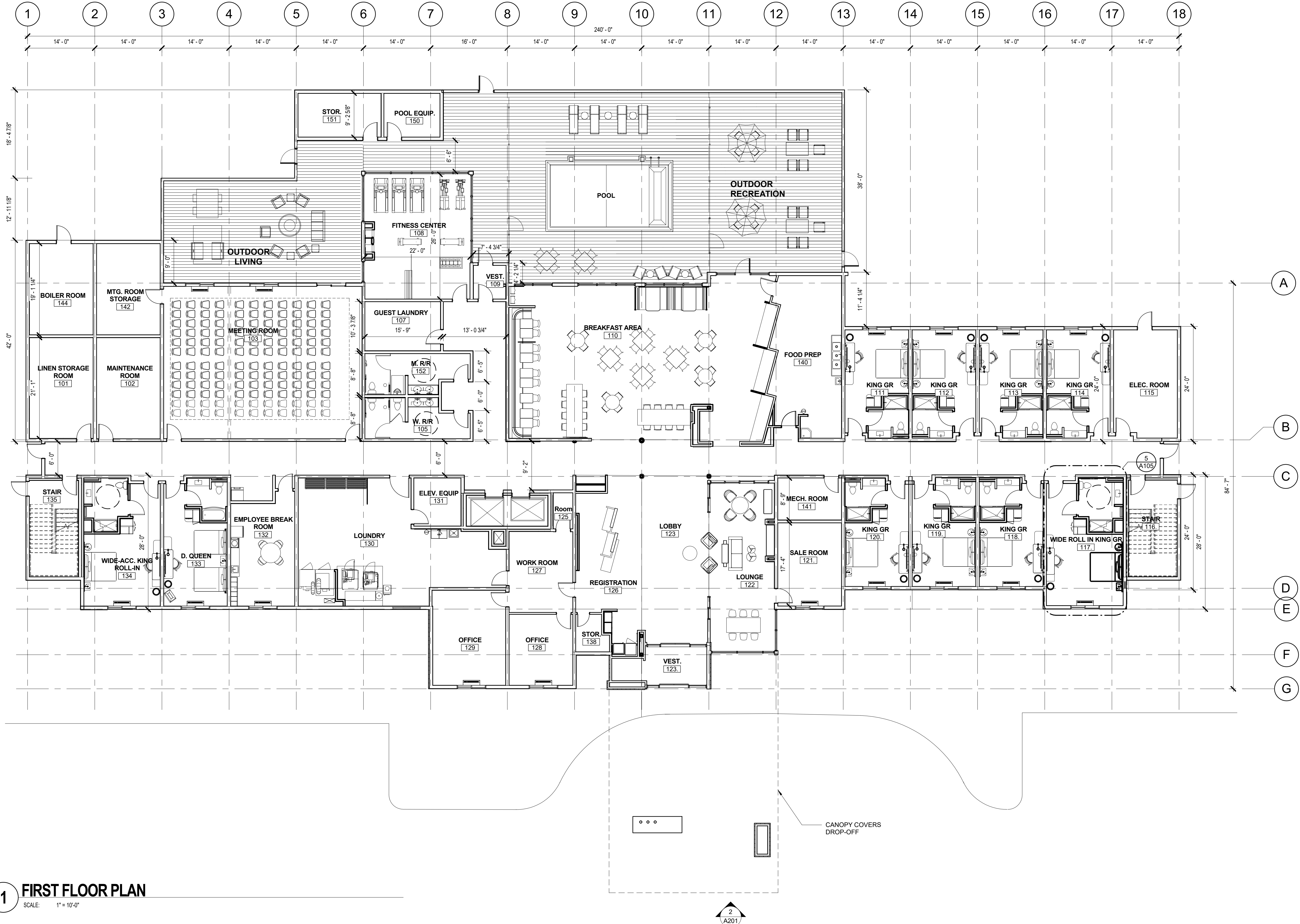
**NET AREA OF EXISTING PARCEL:
3.61 ACRES**



BUILDING DATA	
MAIN LEVEL:	17,544 SF
SECOND LEVEL:	15,188 SF
THIRD LEVEL:	15,188 SF
FORTH LEVEL:	15,188 SF
TOTAL:	63,108 SF

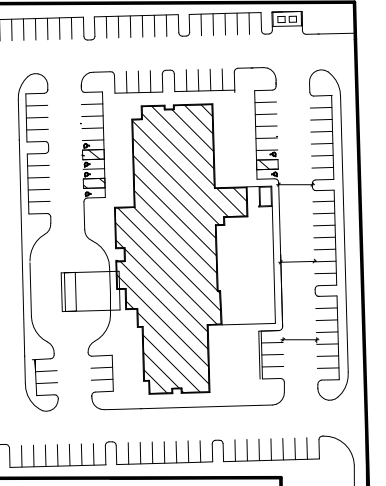
	FIRST FLOOR	SECOND FLOOR	THIRD FLOOR	FORTH FLOOR
KING GR	7	14	14	14
DOUBLE QUEEN ROOMS	1	9	11	11
KING SUITES	0	5	4	6
ACC. KING SUITES	0	1	1	0
ACC. KING	2	2	0	0
ACC. D.QUEEN	0	0	1	0
TOTAL	10	31	31	31

103 GUESTROOM



1 FIRST FLOOR PLAN

SCALE: 1" = 10'-0"



Fairfield Inn & Suites

1103 W Henderson Avenue,
Porterville, CA

project #: 19.121

date: 09.30.19

drawn by: Author

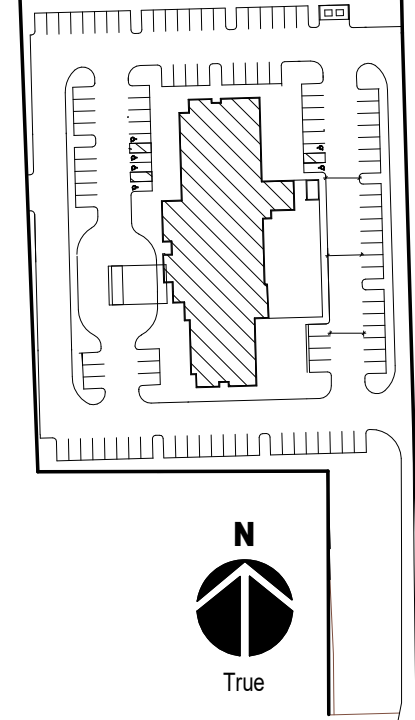
checked by: Checker

drawing title:

SCHEMATIC FIRST
FLOOR PLAN

drawing number:

A101



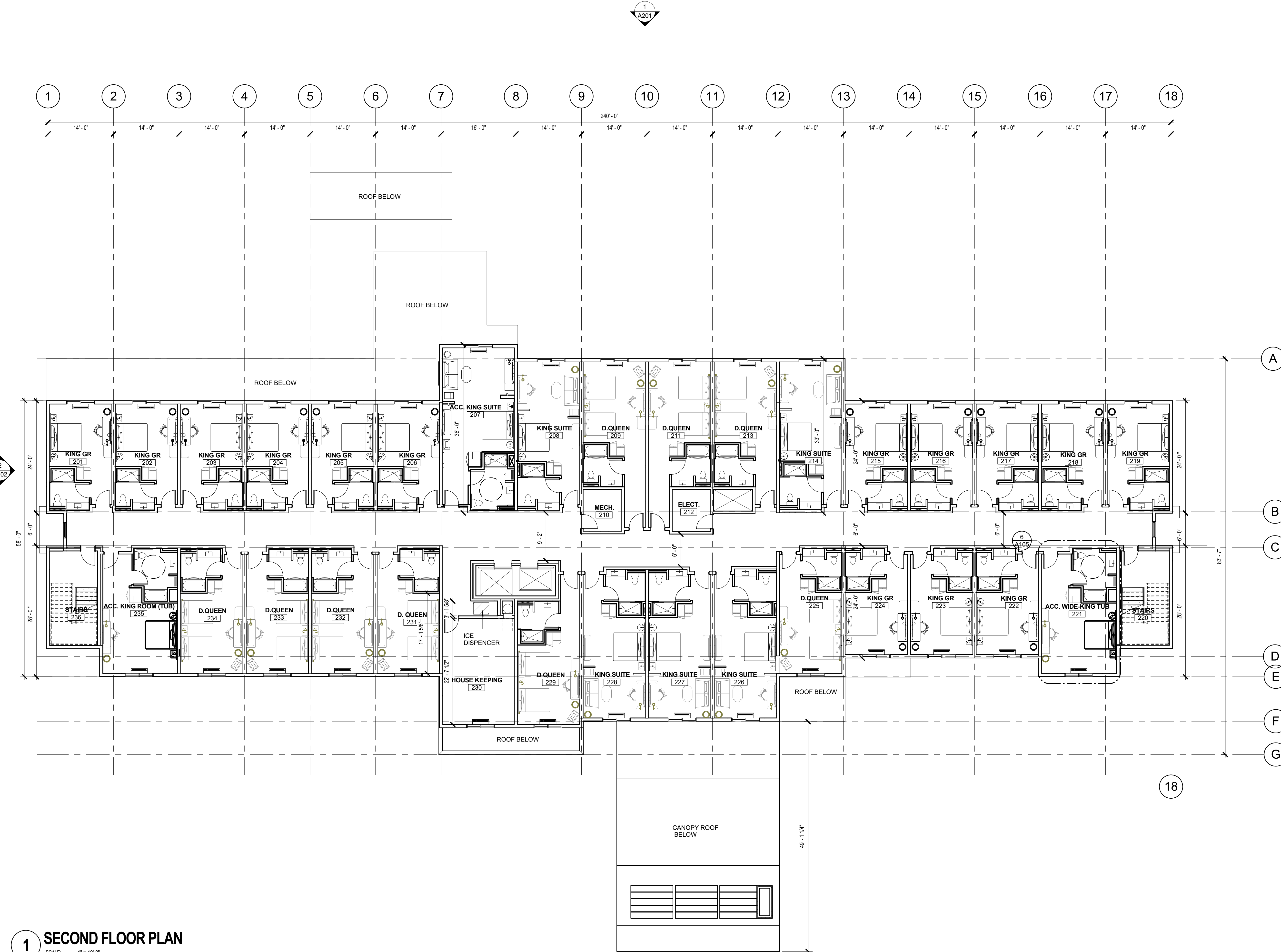
Fairfield Inn & Suites
1103 W Henderson Avenue,
Porterville, CA

project #:	19.121
date:	09.30.19
drawn by:	Author
checked by:	Checker
drawing title:	SCHEMATIC SECOND FLOOR PLAN
drawing number:	

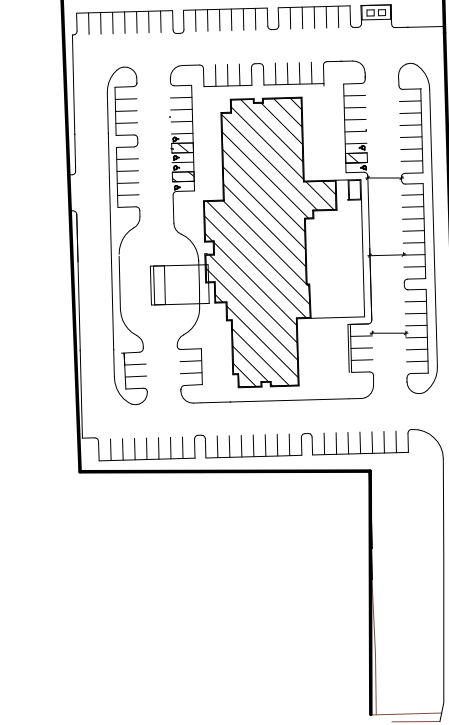
A102

1
A201

1
A202



1 SECOND FLOOR PLAN
SCALE: 1" = 10'-0"



Fairfield Inn & Suites

1103 W Henderson Avenue,
Porterville, CA

project #:	19.121
date:	09.30.19
drawn by:	Author
checked by:	Checker
drawing title:	

EXTERIOR ELEVATIONS

drawing number:

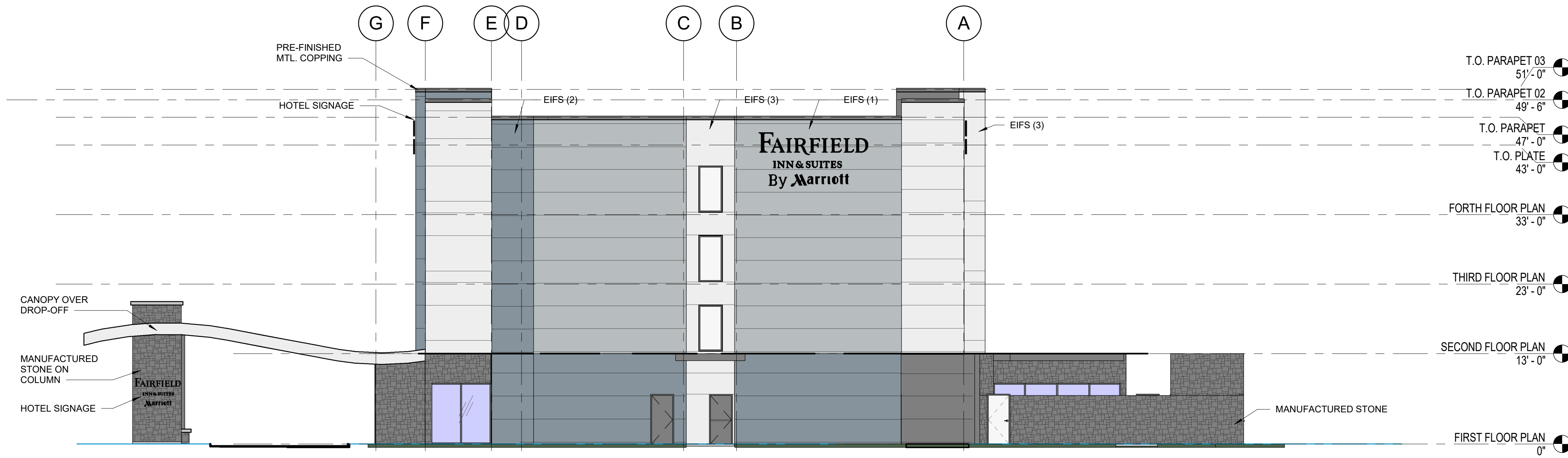
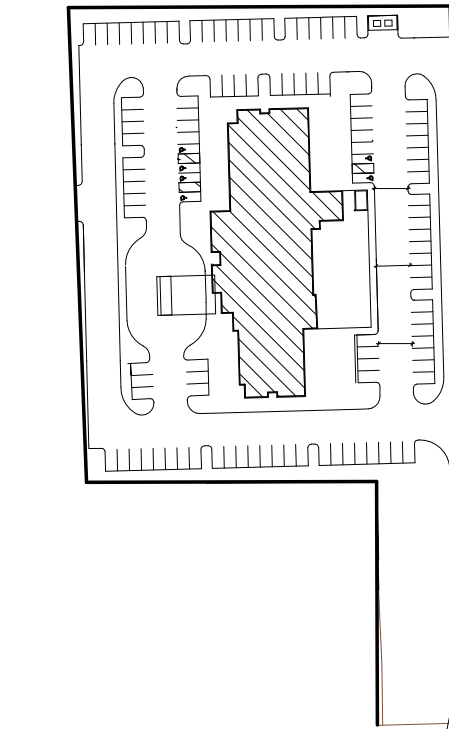
A201



1 EAST ELEVATION
SCALE: 1" = 10'-0"



2 WEST ELEVATION
SCALE: 1" = 10'-0"



1 SOUTH ELEVATION

SCALE: 1" = 10'-0"



2 NORTH ELEVATION

SCALE: 1" = 10'-0"

Fairfield Inn & Suites

1103 W Henderson Avenue,
Porterville, CA

project #: 19.121
date: 09.30.19
drawn by: Author
checked by: Checker
drawing title:

EXTERIOR ELEVATIONS

drawing number:

A202



Fairfield Inn & Suites
By Marriott

Fairfield
INN & SUITES
Marriott

Fairfield
INN & SUITES
By Marriott



FAIRFIELD INN & SUITES
By Marriott



Fairfield Inn & Suites
By Marriott



CITY COUNCIL AGENDA – MARCH 15, 2022

SUBJECT: Approval for Community Civic Event - Boys & Girls Club - 2022 Love Our Kids Fun Run - April 9, 2022

SOURCE: Finance

COMMENT: The Boys & Girls Club of the Sequoias is requesting approval to hold the "2022 Love Our Kids Fun Run" event on April 9, 2022, beginning at 9:00 a.m. at Veterans Park. The Club is requesting the use of the trails inside the Park and some sidewalks along the Park.

This request is made under the Community Civic Event Ordinance No. 1326, as amended. The application has been routed according to the Ordinance regulations and reviewed by all City Departments involved. In addition, the City Council's COVID-19 Ad Hoc Committee reviewed the application and recommended approval of the event. All requirements are listed on the attached copy of the Application and Agreement, Exhibit A and Exhibit B. Event organizers are required to adhere to all local, State and Federal guidelines and limitations pertaining to COVID-19.

RECOMMENDATION: That the City Council approve the Boys & Girls Club application for a community civic event permit to hold the 2022 Love Our Kids Fun Run on April 9, 2022, along Veterans Park, subject to the restrictions and requirements contained in the Application and Agreement, Exhibit A and Exhibit B.

ATTACHMENTS: 1. CCE Application and Agreement, Map, Exhibit A, Exhibit B, Outside Amplifier Permit, and Certificate of Liability Insurance

Appropriated/Funded:

Review By:

Department Director:
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257
559-782-7451 Fax: 784-4569 www.ci.porterville.ca.us



(Incomplete applications can delay permit process)

**APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A
COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY**

DO YOU HAVE? Event Flyer? E-mail address? Website?
Application date: 01/07/2022 Event date: 04/09/2022
Event time: 9:00 am

Name of Event: 2022 Love Our Kids Fun Run

Sponsoring organization: Boys & Girls Club Phone # _____

Address: 215 W Tulare Ave, Visalia, CA 93277

Authorized representative: Adele Sanchez Phone # 559-306-7661

Address: PO Box 610, Strathmore, Ca. 93267

Event chairperson: Gail Grasmick Phone # 559-361-9321

19960 Road 232, Strathmore Ca. 93267

Location of event Porterville Veterans Park (Pavilion 2)

(Location map must be attached)

Type of event: 5K Fun Run

Non-profit organization status: (501C) BL# 004524

(IRS Determination)

City services requested (fees associated with these services will be billed separately):

Barricades (quantity): NA Street sweeping Yes _____ No X

Police protection Yes _____ No _____ Refuse pickup Yes _____ No X

Other: _____

Parks facility application required: Yes X No _____ Attached X

Assembly permit required: Yes _____ No _____ Attached _____

STAFF COMMENTS (list special requirements or conditions for event):

Appr. Deny

_____	_____	Bus. Lic. Spvr.	_____
_____	_____	Pub. Works Dir	_____
_____	_____	Comm. Dev. Dir.	_____
_____	_____	Field Svcs. Mgr.	_____
_____	_____	Fire Chief	_____
_____	_____	Parks Dir.	_____
_____	_____	Police Chief	_____
_____	_____	Admin. Svcs. Dir.	_____

CITY OF PORTERVILLE

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

What constitutes a Community Civic Event?

A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures. This application must be submitted **NO LESS THAN 30 DAYS PRIOR** to the date of the event in order to obtain City Council approval.

All City Code requirements are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit our City of Porterville website at www.ci.porterville.ca.us/gov/CityClerk/, Porterville Municipal Codes. For questions or concerns please call 559-782-7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred (\$100) for the first violation.

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. **The City of Porterville and Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured.** A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. **This original certificate and endorsement shall be submitted to the Finance Department prior to the City of Porterville Council's approval.** *The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than one million dollars (\$1,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)*



Authorized Representative Initials

Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include **full liquor liability** in an amount not less than one million dollars (\$1,000,000) per occurrence. The City of Porterville shall be named as additional insured against all claims arising out of or in connection with the issuance of this permit or the operation of the permitted, his/her agents or representatives pursuant the permit. **Claims-made policies are not acceptable.**

NA Authorized Representative Initials

Health permit: Organization/Applicant will **obtain or ensure** that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health Department located at 5957 S. Mooney Blvd., Visalia, CA, 93277, call 559-733-6441, or fax information to 559-733-6932; or visit their website: www.tularehhsa.org.



Authorized Representative Initials

First aid station: Organization/Applicant will establish a first aid station, with clearly posted signs, to provide basic emergency care, such as ice/hot packs, bandages, and compresses.

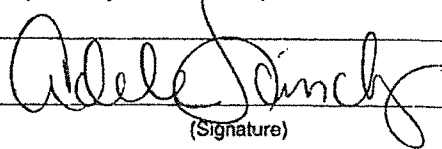


Authorized Representative Initials

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees.

Boys & Girls Club of Strathmore

(Name of Organization)



(Signature)

01/07/2022

(Date)

CITY OF PORTERVILLE

REQUEST FOR STREET CLOSURES AND PUBLIC PROPERTY USAGE IN CONNECTION WITH THE
APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER
ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: Love our Kids Fun Run

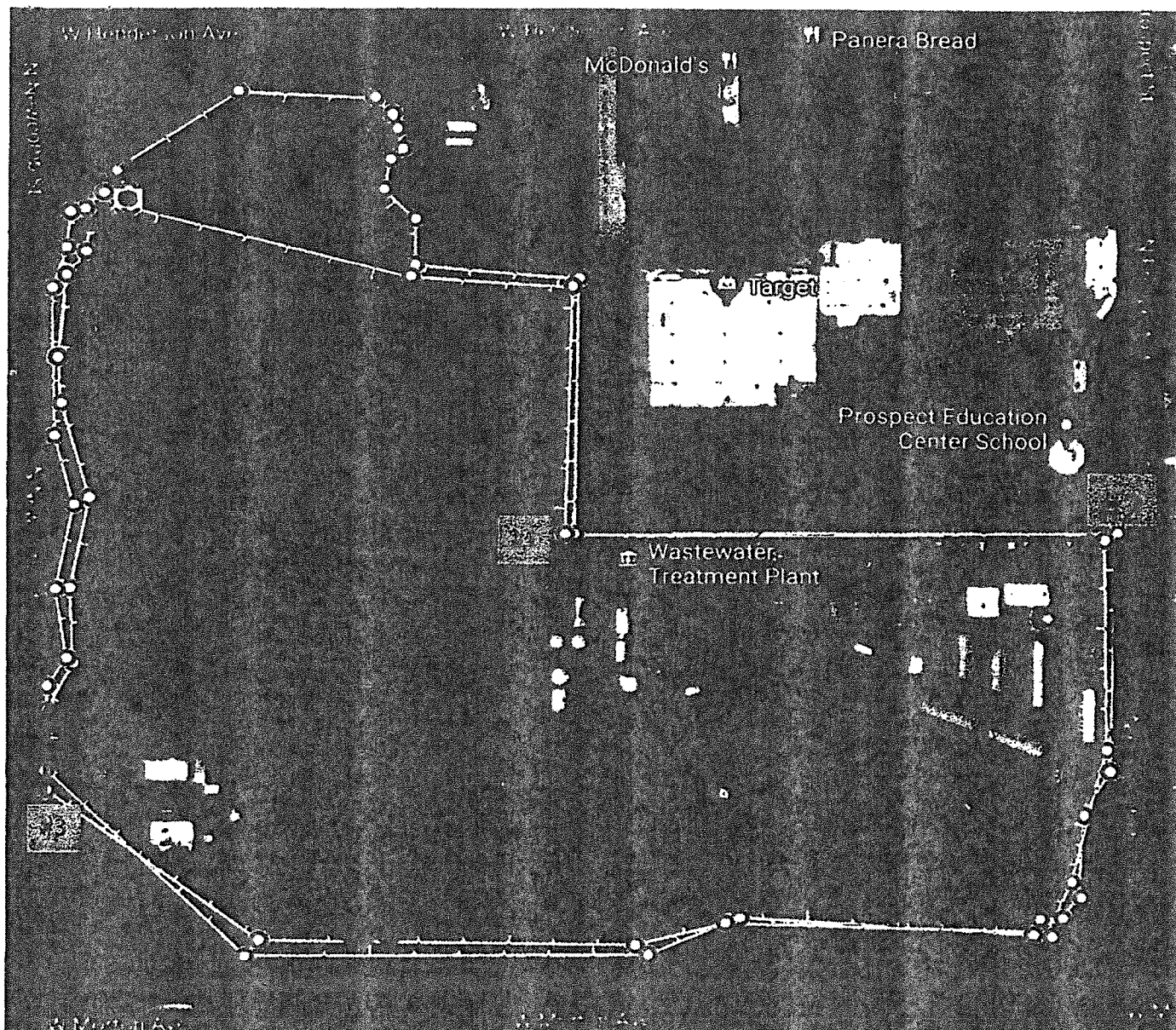
Sponsoring organization: Boys & Girls Club of the Sequoias (Strathmore)

Event date: April 9, 2021 Hours: 7:30am setup 1:30pm Clean up

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

<u>Street Name</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
<u>Sidewalks</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
#1 West Grand Ave	Veterans Park	N. Prospect Street	5K Fun Run
#2 South on N. Prospect	West Grand Ave	First dirt trail path	5K Fun Run
#3 in front of Fire Station	Dirt trail path	N. Newcomb Street	5K Fun Run
<u>Parking lots and spaces</u>	<u>Location</u>	<u>Activity</u>	



Requirements for Community Civic Event

Love Our Kids Fun Run 2022

April 9, 2022

City Engineer:

D. Cervantez

Community Development Director:

J. Ridenour

Community Development's only comment is that the event should be reviewed by the COVID Ad Hoc Committee.

Public Works Director:

M knight

Fire Marshall:

C. Dignam

No comments.

Parks and Leisure Services Director:

D. Moore

Vehicles allowed in the park to unload/load only via a permit. No vehicles allowed to park in the park.

Police Lieutenant:

R. Carrillo

Please see Recommendations/ Requirements in Exhibit B.

Administrative Services Director:

P. Hildreth

Risk Management requires all participants' legal guardians to sign a waiver of liability. Also, in addition to the insurance requirements, event organizer must adhere to all state/federal mandates concerning COVID-19.

Field Services:

B. Spry

No comments.

J. Baeza

No comments.

R. Jose

No comments.

Requirements for Community Civic Event

Sponsor: Boys & Girls Club
Event: 2022 Love Our Kids Fun Run
Event Chairman: Gail Grasmick
Location: Porterville Veterans Park (Pavilion 2)
Date of Event: April 9, 2022

RISK MANAGEMENT: Conditions of Approval

That the Boys & Girls club of Tulare Inc provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$1,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permitted operation and sponsorship of the aforementioned Community Civic Event.

- A. The Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.
- B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A: VII, and the insurance company must be an 'admitted' insurer in the State of California.

PORTERVILLE POLICE DEPARTMENT

Conditions/Requirements for Special Event

Boys & Girls Club of the Sequoias

“Love Our Kids 5k Fun Run”

Porterville Veterans Park

April 9, 2022 from 7:30am-1:30pm

- ▶ Aid stations and check points must be out of the roadway and not in a position to interfere with traffic.
- ▶ Staff at aid stations and check points should have a means of communication by which they may summon assistance in the event of an emergency.
- ▶ Event staff on the race route should wear highly visible attire.
- ▶ For everyone's safety, all participants should be directed to stay away from the side of the roadways and not disrupt the normal flow of traffic.
- ▶ An Outside Amplifier Permit has been requested and granted, event organizers shall not allow music or other amplifications to be played so loud as to unreasonably disturb the peace and good order of the business establishments or neighborhoods in the area.
- ▶ Event organizers should contact the Police Department Watch Commander well in advance of the event to make any special requests not listed above. Watch Commander Lieutenants Rose Gurule, Bruce Sokoloff or Ron Moore can be reached at 782-7400.

Rick Carrillo, Lieutenant
Porterville Police Department

Exhibit B

From:

01/27/2022 14:30

#227 P.005/015

CITY OF PORTERVILLE
OUTSIDE AMPLIFIER PERMIT
(City Ordinances #18-9 & 18-14)



This application must be submitted ten (10) days prior to the date of the event. A copy of this permit must be at the operating premises of the amplifying equipment for which this registration is issued.

1 Name and home address of the applicant: Boys and Girls Club of the Sequoia's (Strathmore)

2 Address where amplification equipment is to be used: Porterville Veteran's Park Pavilion 2

3 Names and addresses of all persons who will use or operate the amplification equipment: Jonathan Ertl, 19701 Rd 222, Strathmore Ca. 93267

4 Type of event for which amplification equipment will be used: 5K Fun Run

5 Dates and hours of operation of amplification equipment: 4/9/2022, 9:00am - 12:00pm

6 A general description of the sound amplifying equipment to be used: PA system to thank sponsors and announce winners.

Section 18-9

It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort.

The operation of any such instrument, phonograph, jukebox, machine or device in such manner as to be plainly audible at a distance of one hundred feet (100) from the building, structure, vehicle, or place in which, or on which it is situated or located shall be prima facie evidence of a violation of this section. (Ord. Code § 6311)

Section 18-14

It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall by the council be deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 6312)

Penal Code Section 415 (2) Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars (\$400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

I hereby certify that I have read and answered all statements on this registration form and that they are true and correct.

Adrian Sanchez
Signature of Applicant

01/07/2022
Date

THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED. HOWEVER, WE URGE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT.

[Signature]
City of Porterville, Chief of Police/Designee

2/9/22
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc, LIC # 0726293 500 North Santa Fe Visalia CA 93292	CONTACT NAME: PHONE (A/C No. Ext): 559-635-3553 FAX (A/C No): E-MAIL ADDRESS: Kelli Marks@ajg.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Great American Insurance Company</td> <td>16891</td> </tr> <tr> <td>INSURER B: Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great American Insurance Company	16891	INSURER B: Philadelphia Indemnity Insurance Company	18058	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Great American Insurance Company	16891														
INSURER B: Philadelphia Indemnity Insurance Company	18058														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Boys & Girls Clubs of Tulare County, Inc. 215 W. Tulare Ave. Visalia CA 93277															

COVERAGES

CERTIFICATE NUMBER: 125795868

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC ☐ OTHER:	Y		PAC122875105	4/15/2021	4/15/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			CAP122875205	4/15/2021	4/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	D&O EPL Fiduciary			PHSD1822071	4/15/2021	4/15/2022	Limit \$1,000,000 Limit \$1,000,000 Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

* Abuse limit of liability \$1,000,000 occurrence/\$2,000,000 aggregate plus (\$1,000,000 Excess Liability)
 Social Service Professional limit of liability \$1,000,000 occurrence/\$3,000,000 aggregate

RE: Porterville 5K Run

City of Porterville is named Additional Insured as respects General Liability per attached form CG 8970, subject to policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Porterville - Successor Agency
 to the Porterville Redevelopment
 291 North Main Street
 Porterville CA 93257
 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGREEMENT AND LIABILITY WAIVER ("Agreement and Waiver")

PLEASE READ THE FOLLOWING AGREEMENT AND WAIVER CAREFULLY, AS IT AFFECTS YOUR FUTURE LEGAL RIGHTS. BY PROCEEDING WITH REGISTERING FOR THE EVENT, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE CAREFULLY READ THE AGREEMENT AND WAIVER AND AGREE TO THE TERMS SET FORTH BELOW.

Though you still need to read the entire document, some of the key points of this Agreement and Waiver are highlighted here:

- The activity for which you are registering Love Our Kids Fun Run is physically challenging and pose a risk of discomfort, illness, injury, and even death. You need to be satisfied that you are physically capable of doing the Event without risk to your health or your life. We do not conduct health or fitness checks on entrants.
- While we take care to make the Event as safe as possible, we cannot remove risks and dangers to participants and observers and, accordingly, you participate or observe at your own risk.
- Where you have registered or entered on behalf of anyone under the age of 18 or have accompanied anyone under the age of 18 to observe the Love Our Kids Fun Run, you also agree to the contents of this Agreement and Waiver on behalf of the person under 18.

In consideration of being permitted to register and/or participate in and/or observe the Event, on behalf of yourself and any personal representatives, assigns, heirs, executors, successors, next of kin, and persons supported by you (if relevant under the applicable laws), you understand that:

1. Authority to Register and/or to Act as Agent. You represent and warrant to Boys and Girls Club of the Sequoia (Strathmore), & The City of Porterville that you have full legal authority and capacity to complete the registration for the Love Our Kids Fun Run, including this Agreement and Waiver, on behalf of yourself and/or, where applicable, any party for whom you are registering (the "Registered Parties"), including full authority to make use of the credit or debit card to which registration fees will be charged. As used in this Agreement and Waiver, (a) Boys and Girls Club of the Sequoia (Strathmore), & The City of Porterville that, licensors, and any and all subsidiaries, affiliated entities, or entities that control, are controlled by, or are under common control with Boys and Girls Club of the Sequoia (Strathmore), & The City of Porterville that singly or together and its and each of their officers, employees, contractors, subcontractors and agents and each of their agents, representatives, successors and assigns; and (b) "you" or "your" means and includes you (as an individual) and all other Registered Parties for whom you are registering, and by virtue of agreeing to this Agreement and Waiver, for whom you are waiving certain rights.

If you are registering a child under the age of 18 or an incapacitated adult, you represent and warrant that you are the parent or legal guardian of that party and have the legal authority and capacity to enter into this Agreement and Waiver on his/her behalf and by proceeding with registration for the Event, you agree that the terms of this Agreement and Waiver shall apply equally to all of the Registered Parties. To the extent permitted by law, each person agreeing to this Agreement and Waiver for him/herself and/or on behalf of another Registered Party (including, without limitation, any minor) agrees to indemnify, defend, and hold Boys and Girls Club of the Sequoia (Strathmore), & The City of Porterville harmless from any liability, claim, demand, cause of action, damage, loss, or expense (including court costs and reasonable attorneys' fees) of any kind or nature (each, a "Liability" and collectively "Liabilities") in the event the Liability arises because a Registered Party is found by a court of competent jurisdiction to not be bound by the terms and conditions of this Agreement and Waiver. In addition, if, despite this Agreement and Waiver, any of the Registered Parties makes a claim against Boys and Girls Club of the Sequoia (Strathmore), & The City of Porterville, you agree, immediately upon request or demand by Boys and Girls Club of the Sequoia (Strathmore), & The City of Porterville, to defend, indemnify, and hold Boys and Girls Club of the Sequoia (Strathmore), & The City of Porterville harmless from all Liabilities which may be incurred as the result of such claim.

2. ASSUMPTION OF RISK. IN CONSIDERATION OF THE ACCEPTANCE OF YOUR REGISTRATION AND PARTICIPATION IN THE EVENT, YOU ASSUME FULL AND COMPLETE RISK AND RESPONSIBILITY FOR ANY DISCOMFORT, ILLNESS, INJURY, OR ACCIDENT WHICH MAY OCCUR WHILE YOU ARE PREPARING FOR THE EVENT, DURING THE EVENT, WHILE YOU ARE ON THE PREMISES OF THE EVENT, OR WHILE YOU ARE TRAVELING TO OR FROM THE EVENT. YOU UNDERSTAND THAT PARTICIPATING IN THE EVENT MAY BE HAZARDOUS, AND THAT YOU SHOULD NOT ENTER AND PARTICIPATE UNLESS YOU ARE MEDICALLY ABLE AND PROPERLY TRAINED. YOU SHOULD CONSULT YOUR DOCTOR BEFORE PARTICIPATING IN THE EVENT. IT IS YOUR RESPONSIBILITY TO CHECK AND TO ENSURE THAT YOU ARE AT ALL TIMES MEDICALLY AND PHYSICALLY FIT TO PARTICIPATE IN THE ACTIVITIES RELATED TO THE EVENT. YOU ACKNOWLEDGE AND AGREE THAT THE EVENT MAY BE HELD OVER PUBLIC ROADS AND FACILITIES OPEN TO THE PUBLIC DURING THE EVENT AND UPON WHICH HAZARDS ARE TO BE EXPECTED. YOU ALSO ACKNOWLEDGE AND AGREE THAT PARTICIPATION IN THE EVENT MAY CARRY WITH IT CERTAIN INHERENT RISKS AND DANGERS THAT CANNOT BE ELIMINATED COMPLETELY RANGING FROM RISK OF MINOR DISCOMFORT TO CATASTROPHIC INJURIES INCLUDING PERMANENT DISABILITY AND DEATH. YOU ARE AWARE OF AND ASSUME ALL RISKS ASSOCIATED WITH PARTICIPATING IN THE EVENT, INCLUDING WITHOUT LIMITATION RISKS OF PERMANENT INJURY OR DEATH DUE TO FALLS, OBSTACLES, CONTACT WITH OTHER PARTICIPANTS, ACTS OR OMISSIONS OF OTHER PARTICIPANTS, EFFECT OF WEATHER, TRAFFIC AND CONDITIONS OF ANY ROAD.

3. Representations. You represent and warrant that you are in good physical condition, are able to safely participate in the Event, and have no medical condition that would make your participation in the Event more hazardous. You consent to medical care and transportation in order to obtain treatment in the event of injury to you and understand that this Agreement and Waiver extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency and/or injury. You understand that no medical care may be available, but if it is, you assume liability for any and all medical expenses incurred as a result of your participation in the Event (where such medical expenses are not provided on a free of charge basis by any medical services organizations, clinics, or hospitals), including, but not limited to ambulance transport, hospital stays, physician, and pharmaceutical goods and services. You agree to observe and obey all posted rules and warnings, to follow any instructions or directions provided to you by Boys and Girls Club of the Sequoia (Strathmore), & The City of Porterville or the Event organizer and to abide by any decision of any Event official relative to your ability to safely participate in or attend the Event. You understand and agree that you are expected to exhibit appropriate behavior at all times while at the Event and to obey all applicable laws while participating in or attending the Event. This includes, generally, respect for other people, equipment, facilities or property. You agree that Event officials may dismiss you, without refund, should your behavior, in the opinion of Active or the Event organizer, endanger the safety of or negatively affect the Event. You understand and agree that you are responsible for taking care of your own personal belongings during the Event and, to the maximum extent permitted by law, neither Active nor the Event organizer is responsible for any personal item or property that is lost, damaged or stolen at the Event. You understand and agree that the Event organizer reserves the right to cancel the Event in the event of weather (including, but not limited to, heat, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots, or for any reason that would affect the safety and security of Event participants and/or spectators or the feasibility of the Event to be held. In the event of such cancellation or any other cancellation for any reason, there will be no refund of your payment unless authorized and paid by the Event organizer.

4. RELEASE AND WAIVER OF LIABILITY. YOU HEREBY WAIVE, RELEASE, COVENANT NOT TO SUE AND FOREVER DISCHARGE ACTIVE, BOYS AND GIRLS CLUB OF THE SEQUOIAS (STRATHMORE), THE CITY OF PORTERVILLE AND ALL OTHER PERSONS ASSOCIATED WITH THE EVENT, FOR ALL LIABILITIES, CLAIMS, ACTIONS, OR DAMAGES THAT YOU MAY

HAVE AGAINST THEM ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR REGISTRATION AND/OR PARTICIPATION IN THE EVENT, INCLUDING WITHOUT LIMITATION ANY LIABILITIES, CLAIMS, ACTIONS, OR DAMAGES CAUSED BY NEGLIGENCE OF THE ABOVE PARTIES (INCLUDING ANY NEGLIGENT RESCUE ATTEMPT), THE ACTION OR INACTION OF ANY OF THE ABOVE PARTIES, OR OTHERWISE.

ACTIVE SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ACTIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). WITHOUT LIMITING THE FOREGOING, ACTIVE WILL NOT BE RESPONSIBLE FOR (A) THE USE OR THE INABILITY TO USE THE ACTIVE SITES, PRODUCTS OR SERVICES; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE ACTIVE SITES; (C) YOUR PARTICIPATION IN ANY PROMOTION OR PROGRAM COORDINATED BY ACTIVE; (D) PERSONAL INJURY; (E) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (F) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE ACTIVE SITES; (G) ANY OTHER MATTER RELATING TO THE ACTIVE SITES, OR ACTIVE PRODUCTS OR SERVICES; OR (H) YOUR PARTICIPATION IN THE EVENT. YOU AGREE THAT ACTIVE'S MAXIMUM LIABILITY TO YOU, FOR ANY REASON OR CAUSE WHATSOEVER, SHALL NOT EXCEED THE TOTAL AMOUNT OF MONIES RECEIVED BY ACTIVE FROM YOU. NOTHING IN THIS AGREEMENT AND WAIVER SHALL BE CONSTRUED AS LIMITING OR EXCLUDING ACTIVE'S OR THE EVENT ORGANIZER'S LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY GROSS NEGLIGENCE; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (C) ANY OTHER MATTER FOR WHICH IT WOULD BE ILLEGAL OR UNLAWFUL TO EXCLUDE OR ATTEMPT TO EXCLUDE LIABILITY. YOUR STATUTORY RIGHTS AS A CONSUMER ARE NOT AFFECTED BY THIS AGREEMENT AND WAIVER.

5. INDEMNITY. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS ACTIVE AND ALL OTHER PERSONS ASSOCIATED WITH THE EVENT, FROM ALL LIABILITIES ARISING OUT OF OR IN ANY WAY CONNECTED WITH (A) YOUR PARTICIPATION IN THE EVENT, INCLUDING WITHOUT LIMITATION ANY LIABILITY CAUSED BY NEGLIGENCE (INCLUDING ANY NEGLIGENT RESCUE ATTEMPT), THE ACTION OR INACTION OF ACTIVE, (B) YOUR USE OF ACTIVE, OR (C) ANY VIOLATION BY YOU OF ANY TERMS OF THIS AGREEMENT AND WAIVER AND/OR THE TERMS OF SERVICE LOCATED

[ATHTTP://WWW.ACTIVENETWORK.COM/INFORMATION/TERMS-OF-USE.HTM](http://WWW.ACTIVENETWORK.COM/INFORMATION/TERMS-OF-USE.HTM).

6. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY AGREE THAT USE OF ACTIVE'S SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ACTIVE MAKES NO WARRANTY THAT ACTIVE SITES' SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE. ACTIVE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ACTIVE DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ON, OR PROVIDED IN CONNECTION WITH, THE ACTIVE SITES. ACTIVE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS, OR FOR THE RESULTS OBTAINED FROM THE USE OF SUCH INFORMATION.

7. Use of Likeness. You hereby irrevocably grant Active and the Event organizer permission to record your voice and photograph you in conjunction with the Event. You understand and agree that the term "photograph" as used herein encompasses both still photographs and video recordings. You further grant Active and the Event organizer permission to use your photograph, voice, and likeness taken in conjunction with the Event, in any form, including edited versions, in or over any medium including without limitation streaming audio and/or video over the internet, broadcast, cable, satellite transmissions, and media that are unknown at this time, worldwide for any legitimate purpose including, without limitation, any commercial purpose, without compensation to you. Your

further waive any right of inspection of any such recordings and photographs. You understand that any such recordings and photographs recorded by Active and/or the Event organizer shall become the sole property of Active and/or the Event holder, as applicable.

8. Severability. You further expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by applicable law, and if any provision of this Agreement and Waiver is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement and Waiver (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) shall not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the unenforceable provision shall be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement and Waiver shall be deemed amended accordingly.

9. ACCEPTANCE. BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU AND ALL REGISTERED PARTIES ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE AGREEING TO THIS AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. IF THE PARTICIPANT IS A MINOR OR INCAPACITATED ADULT, YOU CERTIFY THAT YOU ARE THE PARTICIPANT'S PARENT OR GUARDIAN AND AGREE TO THIS WAIVER AND RELEASE FROM LIABILITY ON BEHALF OF THE PARTICIPANT.

10. Applicable Law; Consent to Jurisdiction; Other Jurisdiction-Specific Provisions.

Provisions Applicable to Events Held in the United States of America: You agree that the laws of the State of Texas, United States of America, without regard to the conflict of laws principles thereof, will apply to all matters relating to this Agreement and Waiver. You irrevocably consent that exclusive jurisdiction for any dispute with Active relating to this Agreement and Waiver resides in the courts of Dallas, Texas, and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of Dallas, Texas in connection with any such dispute including any claim involving Active.



CITY COUNCIL AGENDA – MARCH 15, 2022

SUBJECT: Approval for Community Civic Event - Optimist Club/PUSD/BSD - Porterville Celebrates Reading - April 2, 2022

SOURCE: Finance

COMMENT: The Optimist Club of Porterville, Porterville Unified School District and Burton School District are requesting approval for a community civic event permit to hold "Porterville Celebrates Reading" at Veterans Park on April 2, 2022, from 10:00 a.m. to 2:00 p.m. The event is a literacy fair for children of pre-school ages and up. Local schools and community organizations will have booths with literacy activities.

This request is submitted in accordance with the Community Civic Events Ordinance No. 1326, as amended. The application has been routed according to the Ordinance regulations and reviewed by all Departments involved. All requirements are listed on the attached copy of the Application and Agreement, Exhibit A and Exhibit B. Staff will follow up with the event chairperson for evidence of commercial liability coverage naming the City as an additional insured. The City Council's COVID-19 Ad Hoc Committee has reviewed the application and approved the event. Event organizers are required to adhere to all Federal, State and local guidelines and limitations pertaining to COVID-19.

RECOMMENDATION: That the City Council approve the Optimist Club, Porterville Unified School District and Burton School District application for a community civic event permit to hold "Porterville Celebrates Reading" event on April 2, 2022 at Veterans Park, subject to the restrictions and requirements contained in the application and agreement, exhibit A and exhibit B.

ATTACHMENTS: 1. Community Civic Event Application and Agreement, Map, Exhibit A, and Exhibit B

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257
559-782-7451 Fax: 784-4569 www.ci.porterville.ca.us



(Incomplete applications can delay permit process)

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

DO YOU HAVE? Event Flyer? E-mail address? Website?
Application date: 3/1/22 Event date: 4/2/22
Event time: 10:00am - 2:00pm
Name of Event: Porterville Celebrates Reading

Sponsoring organization: Optimist/PUSD/BSD Phone # 793-2400
Address: PUSD 600 W. Grand Ave, Porterville
Authorized representative: Dr. Nate Nelson Phone # 793-2400
Address: 600 W. Grand Ave, Porterville

Event chairperson: Patience Christenson / Catherine May Phone # 788-9053
(559) 361-7942 bone babe@gmail.com cema2@gmail.com

Location of event Veterans' Park

(Location map must be attached)

Type of event: Literacy fair for children ages pre-school - up.
Schools & community organizations have booths with literacy activities.

Non-profit organization status: 94-2676266 Optimist BL 2018

(IRS Determination)

03069
00359

City services requested (fees associated with these services will be billed separately):

Barricades (quantity): _____ Street sweeping Yes _____ No ☒
Police protection Yes _____ No ☒ Refuse pickup Yes _____ No ☒
Other: _____

Parks facility application required: Yes ☒ No _____ Attached _____

Assembly permit required: Yes _____ No ☒ Attached _____

STAFF COMMENTS (list special requirements or conditions for event):

Appr. Deny

_____	_____	Bus. Lic. Spvr.	_____
_____	_____	Pub. Works Dir	_____
_____	_____	Comm. Dev. Dir.	_____
_____	_____	Field Svcs. Mgr.	_____
_____	_____	Fire Chief	_____
_____	_____	Parks Dir.	_____
_____	_____	Police Chief	_____
_____	_____	Admin. Svcs. Dir.	_____

CITY OF PORTERVILLE

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

What constitutes a Community Civic Event?

A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures. This application must be submitted **NO LESS THAN 30 DAYS PRIOR** to the date of the event in order to obtain City Council approval.

All City Code requirements are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit our City of Porterville website at www.ci.porterville.ca.us/govt/CityClerk/, Porterville Municipal Codes. For questions or concerns please call 559-782-7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred (\$100) for the first violation.

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. **The City of Porterville and Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured.** A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. **This original certificate and endorsement shall be submitted to the Finance Department prior to the City of Porterville Council's approval.** *The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than one million dollars (\$1,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)*

CM Authorized Representative Initials

Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include **full liquor liability** in an amount not less than one million dollars (\$1,000,000) per occurrence. The City of Porterville shall be named as additional insured against all claims arising out of or in connection with the issuance of this permit or the operation of the permitted, his/her agents or representatives pursuant the permit. **Claims-made policies are not acceptable.**

_____ Authorized Representative Initials

Health permit: Organization/Applicant **will obtain or ensure** that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health Department located at 5957 S. Mooney Blvd., Visalia, CA, 93277, call 559-733-6441, or fax information to 559-733-6932; or visit their website: www.tularehhsa.org.

_____ Authorized Representative Initials

First aid station: Organization/Applicant will establish a first aid station, with clearly posted signs, to provide basic emergency care, such as ice/hot packs, bandages, and compresses.

CM Authorized Representative Initials

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees.

Optimist/PUSD/BSD	Catherine E. May	3/1/22
(Name of Organization)	(Signature)	(Date)

VENDOR/PARTICIPANT LIST IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY

Location: Veterans' Park Event date: 4/2/22 Event time: 10:00 am to 2:00 pm

3 of 4

CITY OF PORTERVILLE

REQUEST FOR STREET CLOSURES AND PUBLIC PROPERTY USAGE IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: Porterville Celebrates Reading

Sponsoring organization: Optimist / PUSD / BSD

Event date: 4/2/22 Hours: 10:00 am to 2:00 pm

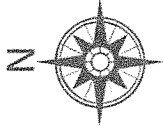
ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed			
<u>Street Name</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
<u>Sidewalks</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
<u>Parking lots and spaces</u>	<u>Location</u>		<u>Activity</u>



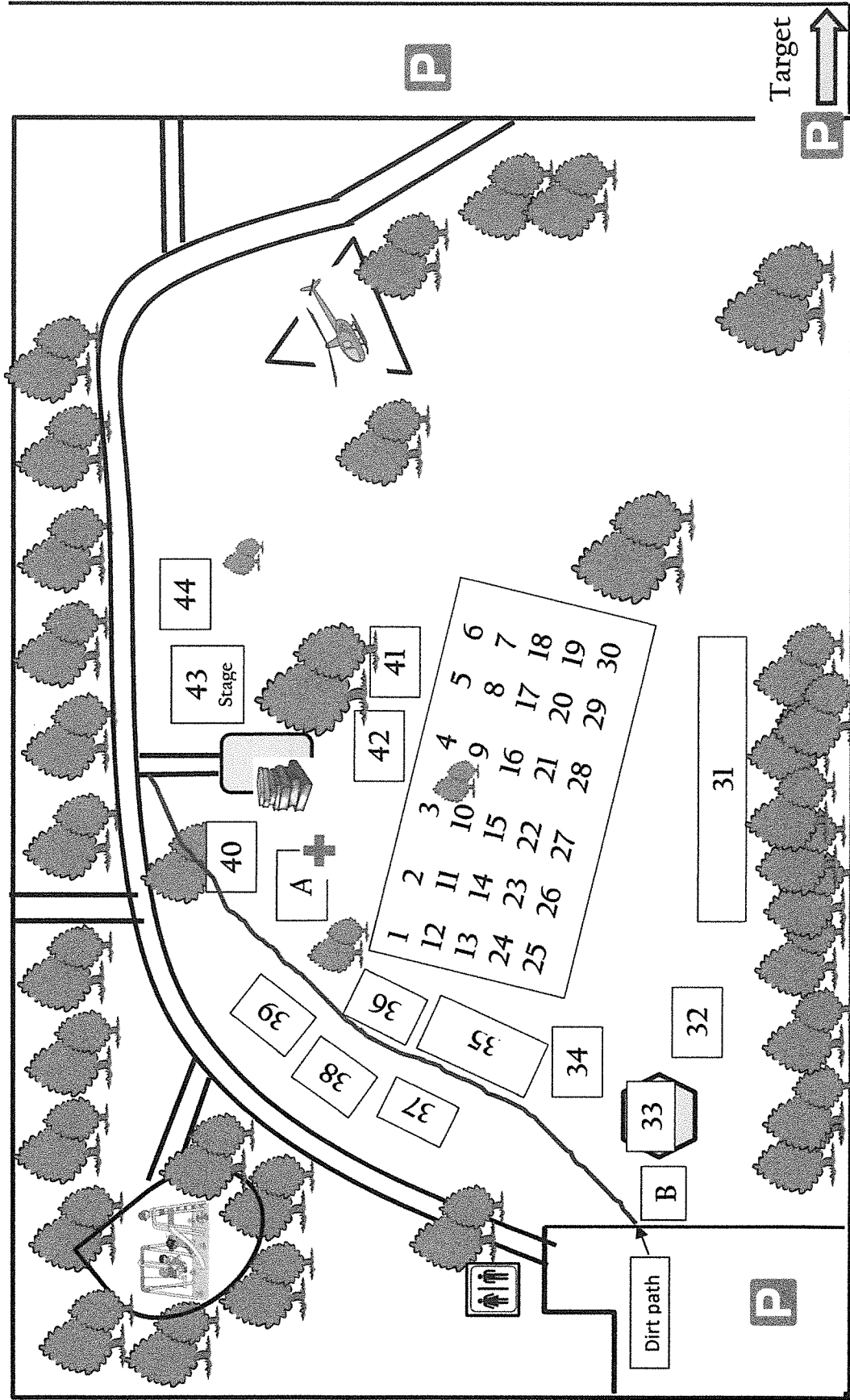
Monache H.S.

Go see the Art Festival across the street at MHS!



Henderson Ave.

Newcomb St.

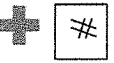


Turn in completed passports for free book

Information Restroom



First Aid Kit Booths



Porterville Celebrates Reading Map

Requirements for Community Civic Event

Porterville Celebrates Reading

April 2, 2022

City Engineer: D. Cervantez	No comments.
Community Development Director: J. Ridenour	No comments.
Public Works Director: M knight	No Comments.
Fire Marshall: C. Dignam	The following is based on no cooking booths. The tents used for this event shall be fire resistant with affixed label. Tent spacing shall be no larger than, or in groupings not to exceed 400 square feet with sides, or 700 square feet without sides and 12' spacing required between groups. Maximum travel distance to a fire extinguisher with a minimum of a 2A:10BC rating shall be no more than 75'. Extinguishers to be placed in a readily visible and accessible location.
Parks and Leisure Services Director: D. Moore	Vehicles allowed in the park to unload/load only via a permit. No vehicles allowed to park in the park.
Police Lieutenant: R. Carrillo	Please see Recommendations/ Requirements in Exhibit B.
Administrative Services Director: P. Hildreth	Risk Management requires evidence of \$1M in commercial liability coverage naming the City of Porterville as an additional insured. All state/federal mandates concerning COVID-19 must also be followed.
Field Services: B. Spry	No comments.
J. Baeza	No comments.
R. Jose	No comments.

Requirements for Community Civic Event

Sponsor: Optimist/ PUSD/ BSD
Event: Porterville Celebrates Reading
Event Chairman: Patience Christenson/ Catherine May
Location: Porterville Veterans Park
Date of Event: April 2, 2022

RISK MANAGEMENT: Conditions of Approval

That the Optimist Club of Porterville provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$1,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permitted operation and sponsorship of the aforementioned Community Civic Event.

- A. The Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.
- B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A: VII, and the insurance company must be an 'admitted' insurer in the State of California.

CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application

Porterville Celebrates Reading
April 2, 2022
Veterans Park

Proposed Conditions/Requirements:

- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- An Outside Amplifier Permit has been approved and granted. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of event, event organizers shall ensure the park is promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to others.

Rick Carrillo, Lieutenant
Porterville Police Department

CITY OF PORTERVILLE
OUTSIDE AMPLIFIER PERMIT
(City Ordinances #18-9 & 18-14)



This application must be submitted ten (10) days prior to the date of the event. A copy of this permit must be at the operating premises of the amplifying equipment for which this registration is issued.

- 1 Name and home address of the applicant: Catherine May 770 Phillips Circle, Porterville, CA
- 2 Address where amplification equipment is to be used: Veterans' Park
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Catherine May
Dallan & Patience Christenson 1515 W. Westfield Ave., Porterville
- 4 Type of event for which amplification equipment will be used: Literacy Fair
- 5 Dates and hours of operation of amplification equipment: 4/2/22 10:00 am to 2:00 pm
- 6 A general description of the sound amplifying equipment to be used: PA system

Section 18-9

It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort.

The operation of any such instrument, phonograph, jukebox, machine or device in such manner as to be plainly audible at a distance of one hundred feet (100') from the building, structure, vehicle, or place in which, or on which it is situated or located shall be prima facie evidence of a violation of this section. (Ord. Code § 6311)

Section 18-14

It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall by the council be deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 6312)

Penal Code Section 415 (2) Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars (\$400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

I hereby certify that I have read and answered all statements on this registration form and that they are true and correct.

Catherine E. May
Signature of Applicant

3/1/22
Date

THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED. HOWEVER, WE URGE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT.

[Signature]
City of Porterville, Chief of Police/Designee

3-3-22
Date



CITY COUNCIL AGENDA – MARCH 15, 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 March 1, 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 twenty-five percent (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 twenty-five (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 thirty-two percent (32%) to twenty-six percent (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 fifty-five (55) gallons per-person per-day in 2022, reducing to 52.5 gallons per-person per-day in 2025, and finally to fifty (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 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 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 five hundred (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 its meeting on 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, twenty-three (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 eight hundred (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 forty-one (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 30, 2019, 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 forty-five (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 thirty-one (31) residences the system serves. DDW is wishing to provide financial support to upgrade the small water system to City standards (new water lines, meters ,etc.), and for source water capacity for the connections, DDW has agreed to pay appropriate fees toward developing a capacity development project, which at its meeting of October 3, 2017, the Council approved a purchase agreement with Smee Homes, Inc. for the acquisition of property along the Tule River for the development of a new municipal well. At its meeting of October 1, 2019, the Council approved proceeding with the consolidation of the Beverly Grand water system.

RECOMMENDATION: That the City Council receive the report of status and review of

the Declaration of Local Emergency and determine the need exists to continue said Declaration.

ATTACHMENTS:

1. City of Porterville Resolution Declaring Local Drought Emergency: May 5, 2015
2. United States Department of Agriculture Drought Natural Disaster Area Designation: March 5, 2021
3. State of California State of Emergency Proclamation: April 21, 2021
4. County of Tulare Drought Local Emergency Resolution: April 27, 2021
5. State Water Resources Control Board: 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

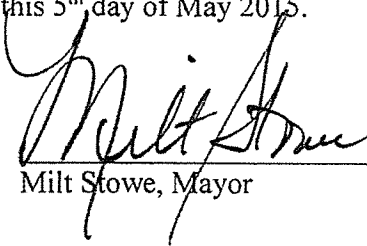
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

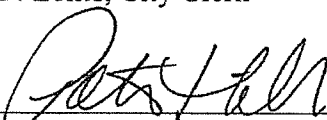
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance, 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 typed name and title.

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

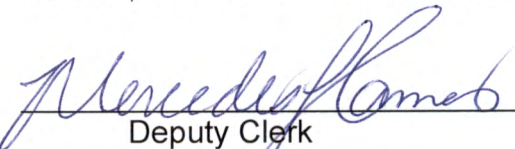
ABSTAIN: NONE

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

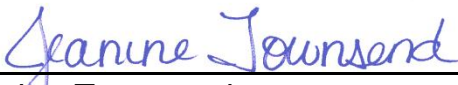
The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on January 4, 2022.

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")



for the purpose of the

AKIN/CENTRAL WATER CONSOLIDATION PROJECT
5410010-018C AND 5400655-001C ("Project")

- Section 116760 et seq. of the Health and Safety Code and Resolution Nos. 2019-0065 and 2020-0022.

PROJECT FUNDING AMOUNT: \$4,787,664
PRINCIPAL FORGIVENESS COMPONENT: \$4,787,664

ESTIMATED REASONABLE PROJECT COST: \$4,787,664
ELIGIBLE WORK START DATE: JULY 1, 2016
ELIGIBLE CONSTRUCTION START DATE: SEPTEMBER 22, 2020
CONSTRUCTION COMPLETION DATE: OCTOBER 1, 2023
FINAL REIMBURSEMENT REQUEST DATE: APRIL 1, 2024
RECORDS RETENTION END DATE: OCTOBER 1, 2059

1. The State Water Board and the Recipient mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement, including the following Exhibits, which are attached hereto or are incorporated by reference:
 - Exhibit A – Scope of Work and Schedule
 - Exhibit B – Specific Funding Provisions
 - Exhibit C – GENERAL TERMS AND CONDITIONS 2019-NOV
 - Exhibit D – Special Conditions
2. The following documents are also incorporated by reference:
 - the Drinking Water System Permit No. 03-12-06P-004;
 - the Davis-Bacon requirements found at:
https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/davisbacon/2020_dwsrf_governmental_entities.pdf
3. Party Contacts during the term of this Agreement are:

State Water Board		City of Porterville	
Section:	Division of Financial Assistance		
Name:	Pete Stamas, Project Manager	Name:	Monte Reyes, Mayor
Address:	1001 I Street, 16th Floor	Address:	291 North Main Street
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Porterville, CA 93257
Phone:	(916) 552-9983	Phone:	(559) 782-7499
Fax:		Fax:	
Email:	Pete.Stamas@waterboards.ca.gov	Email:	montereyes@portervilleca.gov

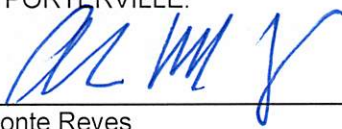
Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

4. Conditions precedent to this Agreement are set forth as follows:
 - (a) The Recipient must deliver an opinion of general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs this Agreement.
 - (b) The Recipient must deliver to the Division a resolution authorizing this Agreement and identifying its authorized representative by title.
 - (c) The Recipient must deliver to the Division a resolution certifying that its decision-making body reviewed and considered the Mitigated Negative Declaration filed by the State Water Board for the Akin Water Company Water Supply Project together with the Mitigation Monitoring and Reporting Program and reached its own conclusions on whether and how to approve the Project, pursuant to Section 15050 (b) of the CEQA Guidelines.
5. The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date:
 - (a) The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.
 - (b) The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

- (c) None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.
- (d) The Recipient is in compliance with all State Water Board funding agreements to which it is a party.

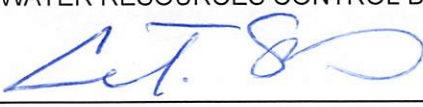
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CITY OF PORTERVILLE:

By: 
Name: Monte Reyes
Title: Mayor

Date: 6/1/2021

STATE WATER RESOURCES CONTROL BOARD:

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

Date: 7/15/21

EXHIBIT A – SCOPE OF WORK AND SCHEDULE

A.1. PROJECT PURPOSE AND DESCRIPTION.

The Project is for the benefit of the Recipient and has a Useful Life of at least 40 years. The funding under this Agreement shall be used to provide the residents of two small disadvantaged communities currently served by Akin Water Company (Akin WC) and Central Mutual Water Company (Central MWC) with a sustainable source of safe drinking water.

A.2. SCOPE OF WORK.

The Recipient agrees to do the following: consolidate with Akin WC and Central MWC. Recipient also agrees to construct a new production well, estimated to produce between 1,300 and 1,800 gallons per minute, to provide the needed source capacity for the consolidation of Akin WC, the consolidation of Central MWC, as well as satisfy the remainder of East Porterville residents' capacity needs.

The Recipient agrees to do the following for the Akin WC service area: construct approximately 1,500 feet of 8-inch waterline to provide water service to each customer currently served by Akin WC; install approximately three new fire hydrants and twenty-six new service laterals and meters; and destroy Akin WC's two existing wells.

The Recipient agrees to do the following for the Central MWC service area: construct approximately 1,400 feet of 6-inch waterline to provide water service to each customer currently served by Central MWC; install approximately four new fire hydrants and thirty-four new service laterals and meters; and destroy Central MWC's existing well.

Upon Completion of Construction, the Recipient must expeditiously initiate Project operations.

A.3 SIGNAGE

The Recipient must place a professionally prepared sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and must maintain the sign in good condition for the duration of Project implementation. The sign may include another agency's required information and must include, prominently displayed, the following disclosure statement and color logos (available from the Division):



"Funding for this project has been provided in full or in part under the Drinking Water State Revolving Fund, which may include capitalization funding from the United States Environmental Protection Agency through an agreement with the State Water Resources Control Board."

A.4 SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the "Estimated Due Date" column of this table, but Critical Due Date adjustments will require an amendment to this Agreement. The Recipient

must complete and submit all work in time to be approved by the Division prior to the Project Completion Date. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final Reimbursement Request prior to the Final Reimbursement Request Date set forth on the Cover Page.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A – SCOPE OF WORK			
A.	ADDITIONAL SUBMITTAL(S) TO DIVISION		
1.	Final Plans and Specifications		September 1, 2021
2.	Final Budget Approval Package		February 1, 2022
3.	Completion of Construction	October 1, 2023	
B.	REPORTS		
1.	Progress Reports		Quarterly
2.	Final Inspection and Certification		October 1, 2023
3.	Project Completion Report		December 1, 2023
4.	As Needed Reports		TBD
EXHIBIT B – REIMBURSEMENTS, BUDGET DETAIL, AND REPORTING PROVISIONS			
A.	REIMBURSEMENTS		
1.	Reimbursement Requests		Quarterly
2.	Final Reimbursement Request	April 1, 2024	

The Recipient must award the prime construction contract and begin construction timely. The Recipient must deliver any request for extension of the Completion of Construction Date no less than 90 days prior to the Completion of Construction Date.

A.5 PROGRESS REPORTS.

The Recipient must provide a progress report to the Division each quarter, beginning no later than 90 days after execution of this Agreement. The Recipient must provide a progress report with each Reimbursement Request. Failure to provide a complete and accurate progress report may result in the withholding of Project Funds, as set forth in Exhibit B. A progress report must contain the following information:

- 1) A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;
- 2) A description of compliance with environmental requirements;
- 3) A listing of change orders including amount, description of work, and change in contract amount and schedule; and
- 4) Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

A.6 SPECIAL REPORTS.

(a) The Recipient must submit a Project Completion Report to the Division with a copy to the appropriate District Office on or before the due date established by the Division and the Recipient at the time of final project inspection. The Project Completion Report must include the following:

- i. Description of the Project,
- ii. Description of the water quality problem the Project sought to address,
- iii. Discussion of the Project's likelihood of successfully addressing that water quality problem in the future, and
- iv. Summary of compliance with applicable environmental conditions.

(b) If the Recipient fails to submit a timely Project Completion Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold reimbursements under this Agreement or other agreements, and begin administrative proceedings.

(c) The Recipient must report Disadvantaged Business Enterprise (DBE) utilization to the Division on the DBE Utilization Report, State Water Board Form DBE UR334. The Recipient must submit such reports to the Division annually within ten (10) calendar days following October 1 until such time as the "Notice of Completion" is issued. The Recipient must comply with 40 CFR § 33.301 and require its contractors and subcontractors on the Project to comply.

A.7 FINAL PROJECT INSPECTION AND CERTIFICATION.

Upon completion of the Project, the Recipient must provide for a final inspection and must certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involves the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification must be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification must be submitted to the Project Manager.

EXHIBIT B – FUNDING AMOUNTS

B.1 ESTIMATED REASONABLE COST AND PROJECT FUNDS.

The estimated reasonable cost of the total Project is set forth on the Cover Page of this Agreement and is greater than or equal to the funding anticipated to be provided by the State Water Board under this Agreement. Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.2 RECIPIENT CONTRIBUTIONS.

(a) The loan component of this Agreement is forgiven. The estimated amount of principal that will be due to the State Water Board from the Recipient under this Agreement is Zero dollars and no cents (\$0.00).

(b) The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

(c) If the Recipient recovers funds from any responsible parties, the Recipient shall immediately notify the Division. The amount of this Agreement may be reduced to reflect the recovered funds.

B.3 VERIFIABLE DATA.

Upon request by the Division, the Recipient must submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

B.4 BUDGET COSTS

Budget costs are contained in the Summary Project Cost Table below:

LINE ITEM	TOTAL ESTIMATED COST	PROJECT FUNDING AMOUNT
Construction	\$3,194,720	\$3,194,720
Pre-Purchased Material/Equipment	\$0	\$0
Purchase of Land	\$0	\$0
Contingency	\$638,944	\$638,944
Allowances (Soft Costs)	\$954,000	\$954,000
TOTAL	\$4,787,664	\$4,787,664

The Division's Final Budget Approval and related Form 259 and Form 260 will document a more detailed budget of eligible Project Costs and Project funding amounts.

The Recipient is prohibited from requesting disbursement amounts that represent Recipient's mark-ups to costs invoiced or otherwise requested by consultants or contractors.

Reasonable indirect costs may be allowable upon approval by the Division.

B.5 LINE ITEM ADJUSTMENTS.

Upon written request by the Recipient, the Division may adjust the line items of the Summary Project Cost Table at the time of Division's Final Budget Approval. Upon written request by the Recipient, the Division may also adjust the line items of the Summary Project Cost Table as well as the detailed budget at the time of Recipient's submittal of its final claim. Any line item adjustments to the Summary Project Cost Table that are due to a change in scope of work will require an Agreement amendment. The sum of adjusted line items in both the Summary

Project Cost Table and the detailed budget must not exceed the Project Funding Amount. The Division may also propose budget adjustments.

Under no circumstances may the sum of line items in the budget approved through the Final Budget Approval process exceed the Project Funding Amount. Any increase in the Project Funding Amount will require an Agreement amendment.

B.6 REIMBURSEMENT PROCEDURE.

(a) Except as may be otherwise provided in this Agreement, reimbursements will be made as follows:

1. Upon execution and delivery of this Agreement by both parties, the Recipient may request immediate reimbursement of any eligible incurred costs as specified below through submission to the State Water Board of the Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed.
2. The Recipient must submit a Reimbursement Request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late Reimbursement Requests may not be honored.
3. Additional Project Funds will be promptly disbursed to the Recipient upon receipt of Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of progress reports due under Exhibit A.
4. The Recipient must not request reimbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of reimbursement. Supporting documentation (e.g., receipts) must be submitted with each Reimbursement Request. The amount requested for Recipient's administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed Reimbursement Request. Upon request by the Division, supporting documents for professional and administrative services must include the employees' names, classifications, labor rates, hours worked, and descriptions of the tasks performed. Reimbursement Requests submitted without supporting documents may be wholly or partially withheld at the discretion of the Division.
5. The Recipient must spend Project Funds within 30 days of receipt. If the Recipient earns interest earned on Project Funds, it must report that interest immediately to the State Water Board. The State Water Board may deduct earned interest from future reimbursements.
6. The Recipient shall not request a reimbursement unless that Project Cost is allowable, reasonable, and allocable.
7. Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.

(b) Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

(c) Except as follows, construction costs and disbursements are not available until after the Division has approved the final budget form submitted by the Recipient. The Deputy Director of the Division may authorize the disbursement of up to ten percent (10%) of Project Funds for the reimbursement of eligible construction costs and pre-purchased materials prior to Division approval of the final budget form submitted by the Recipient. All other construction costs are not eligible for reimbursement until after this the Division has approved the final budget form submitted by the Recipient. Construction costs incurred prior to the Eligible Construction Start Date are not eligible for reimbursement.

B.7 REVERTING FUNDS AND DISENCUMBRANCE.

In the event the Recipient does not submit Reimbursement Requests for all funds encumbered under this Agreement by the Final Reimbursement Request Date, any remaining funds revert to the State. The State Water Board may notify the Recipient that the project file is closed, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV

GENERAL TERMS AND CONDITIONS 2019-NOV is incorporated by reference and is posted at
https://www.waterboards.ca.gov/water_issues/programs/grants_loans/general_terms.html

EXHIBIT D – SPECIAL CONDITIONS

1. Notwithstanding Exhibit C, the following terms have no meaning for the purposes of this Agreement:
 - Work Completion
 - Work Completion Date
2. Each capitalized term used in this Agreement has the following meaning:
 - "Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.
 - "Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.
 - "Completion of Construction" means the date, as determined by the Division after consultation with the Recipient, that the work of building and erection of the Project is substantially complete, and is established on the Cover Page of this Agreement.
 - "District Office" means District Office of the Division of Drinking Water of the State Water Board.
 - "Division of Drinking Water" means the Division of Drinking Water of the State Water Board.
 - "Eligible Construction Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which construction costs may be incurred and eligible for reimbursement hereunder.
 - "Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any non-construction costs may be incurred and eligible for reimbursement hereunder.
 - "Enterprise Fund" means the enterprise fund of the Recipient in which Revenues are deposited.
 - "Event of Default" means, in addition to the meanings set forth in Exhibit C, the occurrence of any of the following events:
 - a) A material adverse change in the condition of the Recipient, the Revenues, or the System, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
 - b) Failure to operate the System or the Project without the Division's approval;
 - "Final Budget Approval" means the Division-approved final budget for the Project, as set forth in Exhibit B.
 - "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.
 - "Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.
 - "Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.
 - "Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the Recipient for maintaining and operating the System, determined in accordance with GAAP, including all

reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Recipient that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles.

- "Reimbursement Request" means the Recipient's request for Project Funds from the State Water Board as set forth in Exhibit B.
- "Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with GAAP, including all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.
- "System" means all drinking water collection, transport, treatment, storage, and delivery facilities, including land and easements thereof, owned by the City of Porterville, or its successor agency, and all other properties, structures, or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.
- "Useful Life" means the economically useful life of the Project beginning at Project Completion and is set forth in Exhibit A.

3. Acknowledgements.

The Recipient must include the following acknowledgement in any document, written report, or brochure to be shared with the general public prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part under the Drinking Water State Revolving Fund, which may include capitalization funding from the United States Environmental Protection Agency through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

4. Rates and Charges. The Recipient must, to the extent permitted by law, fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs, and must ensure that Net Revenues are in an amount necessary to meet its obligations under this Agreement. The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.
5. [RESERVED]
6. [RESERVED].

7. Environmental/Technical Special Conditions

Technical:

1. The Recipient shall submit its professional engineering services contract to the Division prior to disbursement of funds for costs incurred under such contract.
2. The Recipient shall not solicit bids, award a contract, or commence construction activities until final plans and specifications are approved by the Division of Drinking Water Tulare District Office Engineer and the Project Manager.
3. The Recipient must submit final consolidation agreements with Akin WC and Central MWC, in a form satisfactory to the Division, and receive written approval from the Project Manager to proceed before Project Funds may be disbursed for any Project Costs under the Agreement.
4. Upon completion of the Project the Recipient shall submit a water supply permit amendment request for review to the Division of Drinking Water Tulare District Office.

Environmental:

1. The documents identified below are incorporated by reference and the Recipient shall comply with the conditions and recommendations therein:
 - a. The Mitigation Monitoring and Reporting Program adopted by the State Water Board on June 16, 2016 for the Project. The Recipient shall implement all mitigation measures therein.
 - b. The letter dated February 12, 2020, from Patricia Cole of the United States Fish and Wildlife Service, San Joaquin Valley Division to Douglas E. Eberhardt of the United States Environmental Protection Agency, including, but not limited to, the following:
 - i. Implement Avoidance and Minimization Measures and Best Management Practices prior to and during construction activities to minimize and avoid effects to the San Joaquin kit fox.
 - c. The Mitigation Monitoring and Reporting Program adopted by the City of Porterville on April 21, 2020 for the Central Mutual Water Company Consolidation Project. The Recipient shall implement all mitigation measures therein.
2. In the Recipient's Quarterly Reports submitted pursuant to this Agreement, the Recipient shall include a discussion of the status of its compliance with environmental measures identified in this Exhibit D, with separate sections clearly labeled and titled, discussing the status of Recipient's compliance.
3. In the Recipient's Project Completion Report submitted pursuant to this Agreement, the Recipient shall include a discussion of its compliance with environmental measures identified in this Exhibit D, with separate sections clearly labeled and titled, discussing the status of Recipient's compliance.
8. [RESERVED].
9. Appointment of Receiver/Custodian. Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the State Water Board under this Agreement, the State Water Board may make application for the appointment of a receiver or custodian of the Revenues, pending such proceeding, with such power as the court making such appointment may confer.
10. [RESERVED].
11. Damages for Breach of Federal Conditions. In the event that any breach of any of the provisions of this Agreement by the Recipient results in the failure of Project Funds to be used pursuant to the provisions of this Agreement, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

12. [RESERVED].

13. Operation and Maintenance. The Recipient shall sufficiently and properly staff, operate, and maintain the facility and structures constructed or improved as part of the project throughout the term of this Agreement, consistent with the purposes of this Agreement. The Recipient assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation.

14. Insurance. The Recipient will procure and maintain or cause to be maintained insurance on the System and Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System or Project) as are usually covered in connection with systems similar to the System or Project. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program. In the event of any damage to or destruction of the System or Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System or Project. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the System and Project must be free and clear of all claims and liens. Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

15. Notice Events. Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Party Contacts by phone and email within the time specified below:

- a. The Recipient must notify the Division within 24 hours by phone at (916) 327-9978 and by email to DrinkingWaterSRF@waterboards.ca.gov of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.
- b. The Recipient must notify the Division promptly of the occurrence of any of the following events:
 - i. Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
 - ii. Change of ownership of the Project (no change of ownership may occur without written consent of the Division);
 - iii. Loss, theft, damage, or impairment to Project;
 - iv. Events of Default, except as otherwise set forth in this section;

- v. A proceeding or action by a public entity to acquire the Project by power of eminent domain.
- vi. Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity or the Recipient's continued existence;
- vii. Consideration of dissolution, or disincorporation;
- viii. Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.
- ix. The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this funding, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
- x. Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
- xi. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more;
- xii. Any Project monitoring, demonstration, or other implementation activities required in this Agreement;
- xiii. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
- xiv. Any event requiring notice to the Division pursuant to any other provision of this Agreement.
- xv. Completion of work on the Project.
- xvi. The Recipient must promptly notify the Division and Party Contacts of cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- xvii. The Recipient must promptly notify the Division and Party Contacts of the discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during implementation of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
- xviii. The Recipient must promptly notify the Division and Party Contacts of Completion of Construction, and Project Completion;
- xix. The Recipient must promptly notify the Division and Party Contacts of the award of the prime construction contract for the Project; and the Recipient must promptly notify the Division and Party Contacts of Initiation of construction of the Project.

xx. The occurrence of a material breach or event of default under any Recipient obligation that results in the acceleration of principal or interest or otherwise requires immediate prepayment, repurchase or redemption.

xxi. [RESERVED].

16. Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project. The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.
17. State Cross-Cutters. Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:
- a) The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
 - b) Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
 - c) Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
 - d) Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
 - e) Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
 - f) Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
 - g) Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
 - h) Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
 - i) Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
 - j) Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
 - k) The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.
18. Financial Management Systems. The Recipient must comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been

used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Recipient is bound by, and must comply with, the provisions and requirements of the federal Single Audit Act of 1984 and 2 CFR Part 200, subpart F, and updates or revisions, thereto.

19. Access and Inspection. In addition to the obligations set forth in section 2 of the General Terms and Conditions incorporated in Exhibit C of this Agreement, the Recipient must ensure that the United States Environmental Protection Agency, the Office of Inspector General, any member of Congress, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during the term of the Agreement.
20. Fraud, Waste, and Abuse. The Recipient shall prevent fraud, waste, and the abuse of Project Funds, and shall cooperate in any investigation of such activities that are suspected in connection with this Agreement. The Recipient understands that discovery of any evidence of misrepresentation or fraud related to reimbursement requests, invoices, proof of payment of invoices, or other supporting information, including but not limited to double or multiple billing for time, services, or any other eligible cost, may result in referral to the Attorney General's Office or the applicable District Attorney's Office for appropriate action. The Recipient further understands that any suspected occurrences of false claims, misrepresentation, fraud, forgery, theft or any other misuse of Project Funds may result in withholding of reimbursements and/or the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder.
21. Disputes. The Recipient must continue with the responsibilities under this Agreement during any dispute. The Recipient may, in writing, appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute. This provision does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law. This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.
22. Additional Representations and Warranties. The Recipient makes the following representations and warranties:
 - a. [RESERVED].
 - b. The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application, a material fact that makes the statements in its application not misleading.
 - c. The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.
 - d. The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the Cover Page.

- e. Except as set forth in this paragraph, there are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, the Revenues, and/or the Project.
 - f. There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain any of the real or personal property related to or necessary for the Project.
 - g. The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.
 - h. Any financial statements or other financial documentation of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements or other financial documentation: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements or other financial documentation, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements or other financial documentation been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.
 - i. The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.
 - j. The Recipient has no conflicting or material obligations, except as set forth in this paragraph.
 - k. The Recipient legally possesses all real property rights necessary for the purposes of this Agreement, not subject to third party revocation, which rights extend at least to the Records Retention End Date of this Agreement, except as set forth in this paragraph.
 - l. The Recipient and its principals, to the best of the Recipient's knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized; nor have they engaged or permitted the performance of services covered by this Agreement from parties that are debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized.
 - m. The Recipient possesses all water rights necessary for this Project.
23. Federal SRF Requirements. The Recipient acknowledges, warrants compliance with, and covenants to continuing compliance with the following federal terms and conditions for the Useful Life of the Project:
- a. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient shall not purchase "iron and steel products" produced outside of the United States on this Project. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the

Recipient hereby certifies that all "iron and steel products" used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

- b. The Recipient must include in full the Wage Rate Requirements (Davis-Bacon) language incorporated by reference in Section 2 of this Agreement in all construction contracts and subcontracts.
- c. The Recipient shall notify the State Water Board and the USEPA contact of public or media events publicizing the accomplishment of significant events related to this Project and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
- d. The Recipient shall comply with applicable EPA general terms and conditions found at <http://www.epa.gov/ogd>.
- e. No Recipient may receive funding under this Agreement unless it has provided its DUNS number to the State Water Board.
- f. [RESERVED]
- g. The Recipient represents and warrants that it and its principals are not excluded or disqualified from participating in this transaction as such terms are defined in Parts 180 and 1532 of Title 2 of the Code of Federal Regulations (2 CFR). If the Recipient is excluded after execution of this Agreement, the Recipient shall notify the Division within ten (10) days and shall inform the Division of the Recipient's exclusion in any request for amendment of this Agreement. The Recipient shall comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR. Such compliance is a condition precedent to the State Water Board's performance of its obligations under this Agreement. When entering into a covered transaction as defined in Parts 180 and 1532 of 2 CFR, the Recipient shall require the other party to the covered transaction to comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR.
- h. To the extent applicable, the Recipient shall disclose to the State Water Board any potential conflict of interest consistent with USEPA's Final Financial Assistance Conflict of Interest Policy at <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy>. A conflict of interest may result in disallowance of costs.
- i. USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement.
- j. Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the Recipient. The Recipient must utilize the Interagency Edison extramural invention reporting system at <http://Edison.gov> and shall notify the Division when an invention report, patent report, or utilization report is filed.

- k. The Recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the Disclosure statement set forth in Exhibit A.
- l. The Recipient acknowledges that it is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.
- m. The Recipient, its employees, contractors and subcontractors and their employees warrants that it will not engage in severe forms of trafficking in persons, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds. The Recipient agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement if the Recipient that is a private entity is determined to have violated the foregoing.
- n. The Recipient certifies to the best of its knowledge and belief that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and notify the State Water Board.
 - iii. The Recipient shall require this certification from all parties to any contract or agreement that the Recipient enters into and under which the Recipient incurs costs for which it seeks disbursements under this Agreement.
- o. The Recipient must comply with the following federal non-discrimination requirements:
 - i. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
 - ii. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
 - iii. The Age Discrimination Act of 1975, which prohibits age discrimination.
 - iv. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
 - v. 40 CFR Part 7, as it relates to the foregoing.
 - vi. Executive Order 13798, including, to the greatest extent practicable and to the extent permitted by law, the requirement to respect and protect the freedom of persons and organizations to engage in political and religious speech
 - vii. All applicable federal civil rights regulations, including statutory and national policy requirements (2 CFR section 200.300).

- p. Executive Order No. 11246. The Recipient shall include in its contracts and subcontracts related to the Project the following provisions:

"During the performance of this contract, the contractor agrees as follows:"(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(d) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(g) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

- q. The Recipient agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises as set forth in this Agreement.
- r. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the violation, the Recipient may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: <http://www.sam.gov/>.
- s. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655. The Recipient must comply with the Act's implementing regulations at 49 CFR 24.101 through 24.105.
- t. The Recipient agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure.
- u. All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by USEPA or that is submitted directly to USEPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at www.fgdc.gov.
- v. If the Recipient is a water system that serves 500 or fewer persons, the Recipient represents that it has considered publicly-owned wells as an alternative drinking water supply.
- w. The Recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- x. The Recipient agrees to immediately notify the Project Manager in writing about any allegation of research misconduct involving research activities that are supported in whole or in part with EPA funds under this Project, including fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, or ordering, advising, or suggesting that subordinates engage in research misconduct.
- y. The Recipient agrees to comply with, and require all contractors and subcontractors to comply with, EPA's Scientific Integrity Policy, available at <https://www.epa.gov/osa/policy-epa-scientific-integrity>, when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.
- z. The Recipient shall not suppress, alter, or otherwise impede the timely release of scientific findings or conclusions; intimidate or coerce scientists to alter scientific data, findings, or professional opinions or exert non-scientific influence on scientific advisory boards; knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty; or otherwise violate the EPA's Scientific Integrity Policy. The Recipient must refrain from acts of research misconduct, including publication or reporting, as described in EPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C, and must ensure scientific findings are generated and

disseminated in a timely and transparent manner, including scientific research performed by contractors and subcontractors.

- aa. The Recipient agrees to comply with the Animal Welfare Act of 1966 (7 USC 2131-2156). Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training," available at <http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples>.
- bb. The Recipient certifies that no Project Funds will be used on:
 - i. Video surveillance or telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - ii. Telecommunications or video surveillance services produced by such entities;
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; or
 - iv. Other telecommunications or video surveillance services or equipment in violation of [2 CFR 200.216](#).



CITY COUNCIL AGENDA – MARCH 15, 2022

SUBJECT: Wholly-Locally Owned Cannabis Business Operating Permit for Retail Dispensary Request for Proposals Appeal – Bloom Farms

SOURCE: Community Development

COMMENT: Pursuant to the Request for Proposals for Wholly-Locally Owned Cannabis Business Operating Permit for Retail Dispensary (RFP) authorized by the City Council at its meeting on December 21, 2021, proposals were required to be submitted by 4:00pm on Friday, February 4, 2022. Section IX, Submittal Instructions states “Two (2) hard copies of the proposal and one electronic PDF version of the proposal on a flash drive shall be provided in a sealed envelope with a return address, including business name, no later than Friday, February 4, 2022 by 4:00pm for Phase I and Friday, February 25, 2022 by 4:00pm for Phase II to the following address: Community Development Department, Porterville City Hall, 291 N. Main Street, Porterville, CA 93257, Attention: Community Development Director. Late proposals will not be considered and will be returned to the applicant unopened. The City assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual timely receipt.”

A proposal with the return addresses listed as Mr. Garrett and Ms. Marrero arrived at City Hall at 4:06pm, six (6) minutes after the submission deadline of the request for proposals RFP 21/22 – SR1922 (RFP). In accordance with the RFP, the submission has not been opened. The RFP submission package is documented to enter the southern entrance of City Hall near the Finance Department Utility Division at 4:06pm. On February 8, 2022, Mr. Garrett and Ms. Marrero were notified that their RFP submission was received after the deadline of 4:00pm.

Mr. Garrett submitted a letter appealing the determination that the RFP submission from Bloom Farms was after 4:00pm as well as a copy of an automatically generated email from Public Purchase, the City of Porterville’s online procurement software, which stated that the RFP was scheduled to close on February 4, 2022, at 5:00pm MST on February 16, 2022. City staff’s notice and Mr. Garrett’s appeal is attached to this report.

City video documentation shows Ms. Marrero entering the southeast entrance of City Hall by the Finance Department at 4:06pm on February 4, 2022. Staff reviewed the evidence provided stating that the RFP on Public Purchase was set to close at 5:00pm Mountain Standard Time. Mountain Standard Time is one (1) hour ahead of Pacific Standard Time. The settings on Public Purchase were

evaluated and confirmed to be correct. Staff has contacted Public Purchase to ensure that moving forward the emails generated from the Public Purchase system will be in Pacific Standard Time.

Chapter 612 of the PDO establishes a procedure for appeals of final decisions by the Zoning Administrator to the City Council. The City Council shall review the appeal within thirty (30) days of the appeal being filed and the City Council shall then render its decision within thirty (30) days of the date the Hearing is closed (§612.04 (c) and (f) respectively).

RECOMMENDATION: That the City Council consider the appeal and render a decision in accordance with the City's procedures.

ATTACHMENTS:

1. Darrin Garrett Letter of Appeal dated February 16, 2022
2. Bloom Farms Inc. Request for Proposal Submission Video
Timestamp Images
3. City Letter to Applicant dated February 8, 2022

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Community Development Director

Final Approver: John Lollis, City Manager

RECEIVED

February 16th, 2022

FEB 16 2022

City of Porterville

Jason Ridenour – Community Development Director

Community Development Department

Subject: RFP 21/22 – SR1922 – Wholly -Locally Owned Cannabis Business Operating Permit for Retail Dispensary

On January 3rd of 2022 the city of Porterville released the BID #21/22 – SR1922 - Wholly -Locally Owned Cannabis Business Operating Permit for Retail Dispensary at which time the only way to get a copy of the RFP and Application was to register on the Public Purchase Website. Once registered the appicate would receive an email inviting them to bid. (see attached #1 conformation email). According to that email the scheduled time to close is 5pm.

Turn of events:

On February 4, 2022 I entered into the City office to turn in the RFP prior to 4pm. I went to the same window as I did to submit the last RFP in 2020. I made contact with a young man at the window. He directed me to the side window as the prior year. I explained to him what it was, he acknowledged me and told me it needed to be sealed. I taped the box shut. He then turned to a young lady and asked her what to do with it. She then stated she was going to make a call because she didn't know either. (as you know time is ticking). She was then given information that we were at the wrong window. They gave my direction to go to the other end of the building to submit my RFP.

Arriving at the counter of the Community Development we were received by a woman who knew we were sent there from the Finance Department window. We gave her the box at which time the lady at the counter excepted the RFP. Were we there, YES. You, Sir, have acknowledged that we were in the building. Yet, you are requesting that we submit in writing a letter of appeal to the City Council. For 6 minutes before the box was marked accepted or denied. The box was not timed stamped in front of us. We were not given a rejection, but it was received and accepted by a City employee.

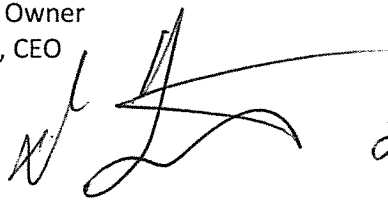
We are 1 of 2 Applicants that register with the Public Purchase Website. The website used by the City of Porterville to ensure that all bids are an open and fair process for all applicants. The other applicant is not WHOLLY-LOCAL. They are from Woodlake, CA.

Once again, we are the only appicate that applied that is qualified to call ourselves WHOLLY-LOCAL. We pass the last bidding process. And are still on that list.

We are asking the City Counsel, all the City Government to except our RFP for Bid #21/22 – SR1922 – Wholly -Locally Owned Cannabis Business Operating Permit for Retail Dispensary.

Thank You for your consideration,

Bloom Farms Inc.
Darrin Garrett, Owner
Maria Marrero, CEO

 2-16-22
Time 3:13 p.m

From: Public Purchase

Sent: Saturday, January 15, 2022 3:30 PM

To: Darin Garrett

Subject: City of Porterville has invited you to bid RFP #21/22 - SR1922 - Wholly-Locally Owned Cannabis Business Operating Permit for Retail Dispensary.

Public | Purchase

Darin Garrett

You have been invited by City of Porterville, CA to bid on RFP #21/22 - SR1922 - Wholly-
Locally Owned Cannabis Business Operating Permit for Retail Dispensary. This bid is
scheduled to close on Feb 4, 2022 5:00:00 PM MST

To view this bid, please click on the following link. If the link is split into multiple lines,
please copy all the text between the double dashes (not including the dashes) and paste it
on your browser.

--

<http://www.publicpurchase.com/gems/bid/bidView?bidId=151598&>

--

Please contact City of Porterville directly with any inquiries about this bid.

If you experience any technical difficulties in accessing the bid, please contact Public
Purchase at vendorsupport@publicpurchase.com.

Thank you for using Public Purchase.

Public Purchase Support Team

Email: support@publicpurchase.com

Website: www.publicpurchase.com

Copyright The Public Group, LLC.

This message is not SPAM. You received this email because you are listed in the contact database of a
government agency using Public Purchase.

MK: kXYuYmC2Se1xjurBGb23bw==

RECEIVED



2-16-22
Time 3:13 p.m.

FEB 16 2022

Community Development Department

Drop Box Outside
Feb 4, 2022 at 4:06 PM



0:01

0:14

Finance Window Hallway
Feb 4, 2022 at 4:06 PM



0:01

0:17



Community Development
Department

February 8, 2022

Darin Garrett
230 N. Main Street
Porterville, CA 93257

M. Marrero
13857 Rd. 284
Porterville, CA 93257

Subject: RFP 21/22 – SR1922 – Wholly-Locally Owned Cannabis Business Operating Permit for Retail Dispensary

Dear Mr. Garrett and Ms. Marrero,

On Friday, February 4, 2022, the City of Porterville received a submission for RFP 21/22 – SR1922 – Wholly-Locally Owned Cannabis Business Operating Permit for Retail Dispensary with the return addresses listed as Mr. Garrett and Ms. Marrero. Section IX Submittal Instructions on page 12-13 states "Two (2) hard copies of the proposal and one electronic PDF version of the proposal on a flash drive shall be provided in a sealed envelope with a return address, including business name, no later than Friday, February 4, 2022 **by 4:00pm** for Phase I and Friday, February 25, 2022 by 4:00pm for Phase II to the following address: Community Development Department, Porterville City Hall, 291 N. Main Street, Porterville, CA 93257, Attention: Community Development Director. Late proposals will not be considered and will be returned to the applicant unopened. The City assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual timely receipt."

A proposal with the return addresses listed as Mr. Garrett and Ms. Marrero arrived at City Hall at 4:06pm, six minutes after the submission deadline of the request for proposals RFP 21/22 – SR1922 (RFP). In accordance with the RFP, your submission has not been opened. Staff is not able to vary from the required submission date and time listed in the RFP. If you would like to request an appeal of the determination to the City Council, you must do so in writing. **Said written request must be received by the City prior to 9:00 a.m. on Monday, March 7, 2022.**

Sincerely,

Jason Ridenour
Community Development Director
City of Porterville



CITY COUNCIL AGENDA – MARCH 15, 2022

SUBJECT: Second Reading - Ordinance 1891 Approving a Zone Change (PRC 2020-044) From RS-1 (Very Low Density Residential) to RS-2 (Low Density Residential) For APNs 245-010-037, -041, AND -087

SOURCE: Community Development

COMMENT: Ordinance No. 1891, An Ordinance of the City Council of the City of Porterville approving a zone change (PRC 2020-044) from RS-1 (Very Low Density Residential) to RS-2 (Low Density Residential) for APNs 245-010-037, -041, AND -087 was introduced and given first reading by title only on March 1, 2022, and has been printed.

RECOMMENDATION: That the City Council give second reading by title only to Ordinance 1891, waive further reading, and adopt said Ordinance.

ATTACHMENTS: 1. Draft Ordinance No. 1891

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Community Development Director

Final Approver: Patrice Hildreth, Deputy City Manager

ORDINANCE NO. 1891

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE APPROVING A ZONE CHANGE (PRC 2020-044) FROM RS-1 (VERY LOW DENSITY RESIDENTIAL) TO RS-2 (LOW DENSITY RESIDENTIAL) FOR APNs 245-010-037, -041, AND -087

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of March 1, 2022, conducted a public hearing to approve findings and consider Zone Change (PRC 2020-044) being a change in zone from RS-1 (Very Low Density Residential) to RS-2 (Low Density Residential) for three parcels, totaling 58.60± acres, to support the Brookside-Laurelwood Development Project located at the northwest corner of Lombardi Street and Westfield Avenue, identified as APNs 245-010-037, -041, and -087; and

WHEREAS: The City Council of the City of Porterville determined that the proposed Zone Change (PRC 2020-044) is consistent with the guiding and implementation policies of the adopted 2030 General Plan; and

WHEREAS: via adoption of Resolution No. 10-2022, the City Council has certified an environmental impact report for the proposed project; and

WHEREAS: The City Council made the following findings 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.

- a. The project supports and complies with the following General Plan guiding policies:
 - LU-G-1: Promote a sustainable, balanced land use pattern that responds to existing needs and future needs of the City.
 - LU-G-3: Promote sustainability in the design and development of public and private development projects.
 - LU-G-5: Ensure that new development pays for the public facilities and infrastructure improvements required to meet the demands resulting from that growth.
 - PSCF-G-1: Establish and maintain a high-quality, enjoyable, and attractive park system for the entire community.
 - PSCF-G-2: Provide park and recreation facilities within close proximity to residents they are intended to serve.
 - C-G-1: Promote safe and efficient vehicular circulation
- b. Development of the site as proposed would be subject to the City's development standards.
- c. The subject Zone Change will not create adverse environmental impacts on the adjacent neighborhood when standards of the Development Ordinance and General Plan are applied to the subsequent development project.

NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS by the City Council of the City of Porterville:

Section 1: The following described property in the City of Porterville, County of Tulare, State of California is hereby rezoned from RS-1 (Very Low Density Residential) to RS-2 (Low Density Residential): Assessor's Parcel Numbers 245-010-037, 245-010-041, and 245-010-087, located generally at the northwest corner of Lombardi Street and Westfield Avenue and more particularly shown on Exhibit "A" hereto; and

Section 2: All records of the City of Porterville, together with the official zoning map of the City of Porterville, shall be changed to show the above described real property is rezoned from RS-1 (Very Low Density Residential) to RS-2 (Low Density Residential).

INTRODUCED at a regular meeting on the 1st day of March, 2022, and PASSED, APPROVED AND ADOPTED on the 15th day of March, 2022.

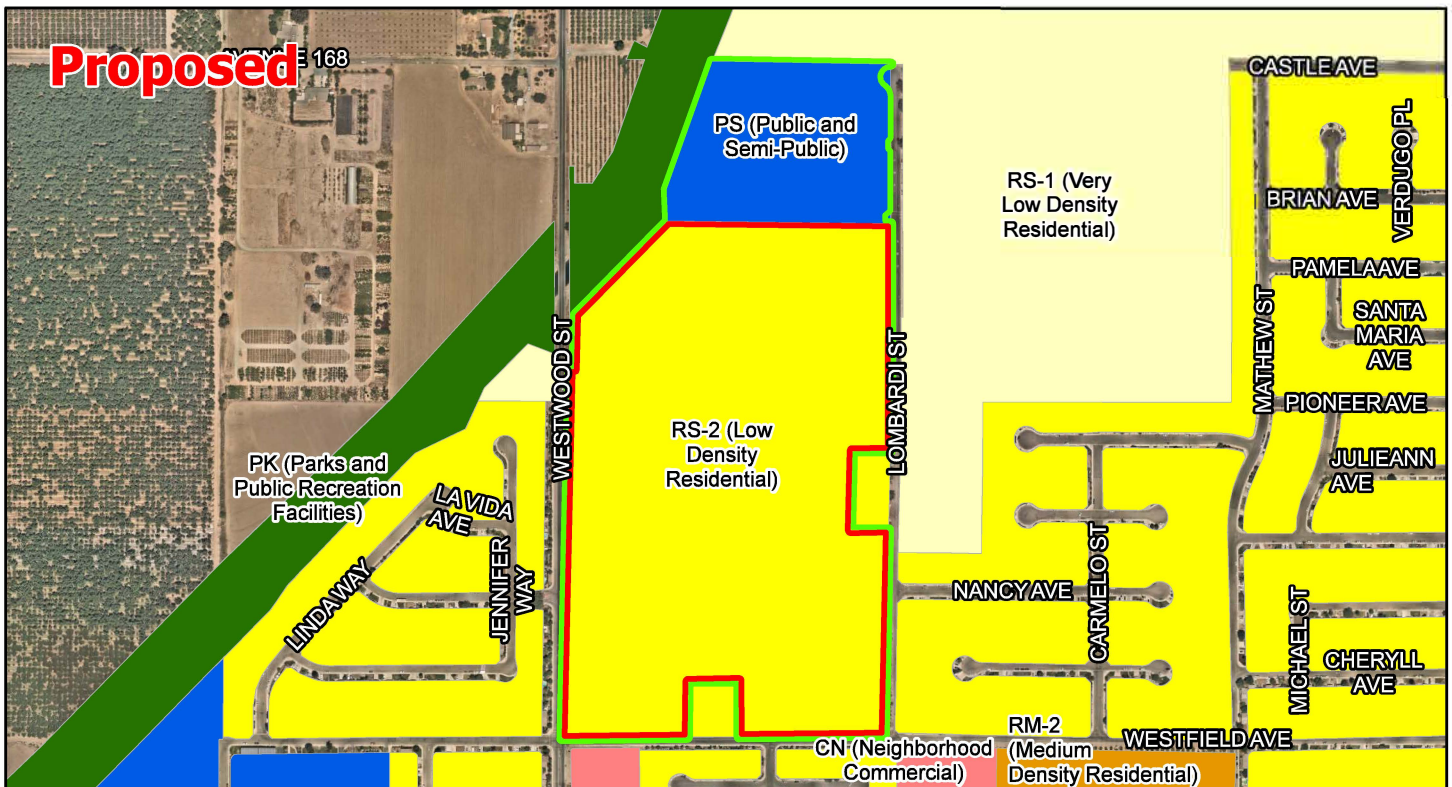
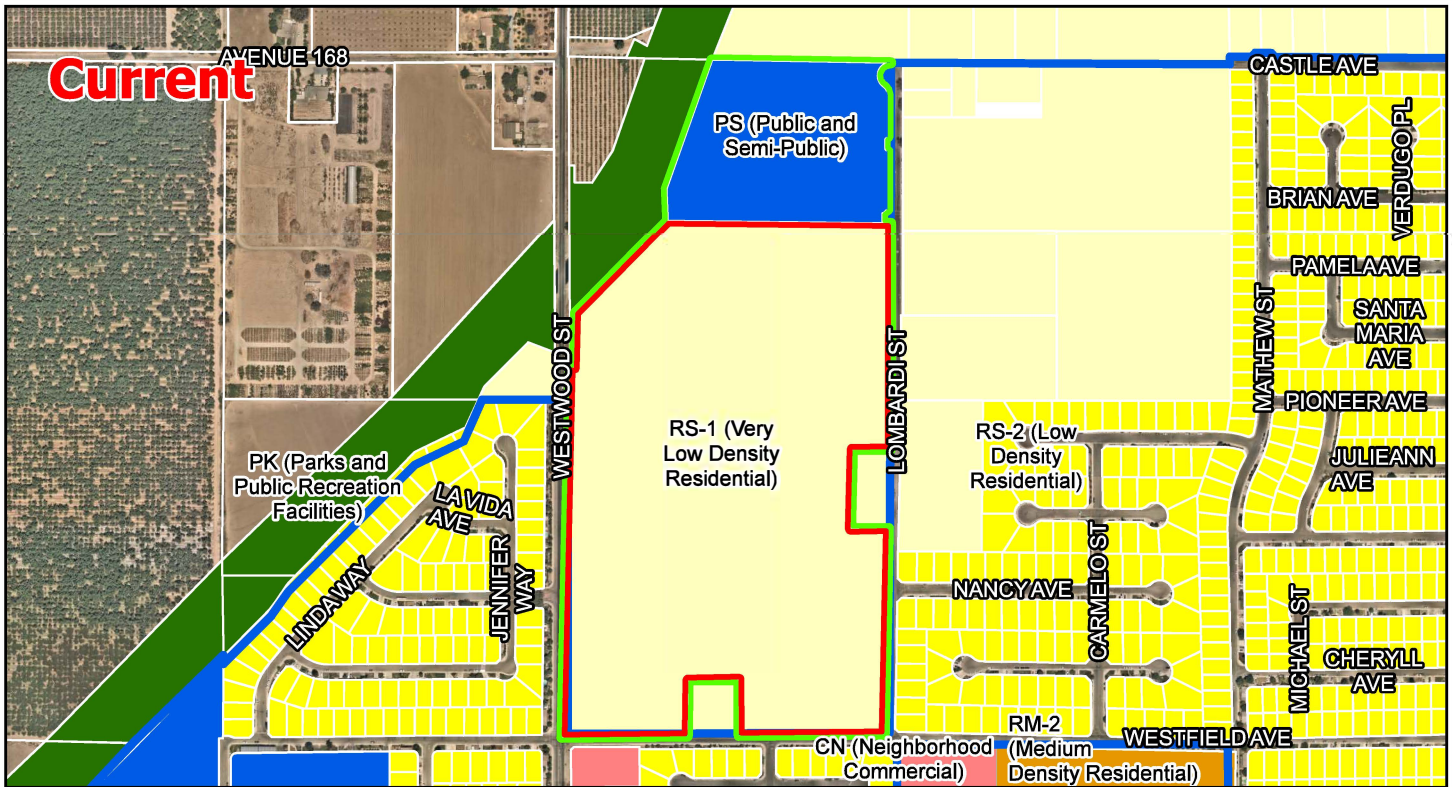
By: _____
Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

Lombardi Residential Development Zoning

Exhibit A



- Annexation Area
- Development Area
- City Limits

1 in = 750 feet





CITY COUNCIL AGENDA – MARCH 15, 2022

SUBJECT: Bid Results - Fire Management Office Remodel Project

SOURCE: Engineering and Project Management

COMMENT: At its meeting on February 1, 2022, the City Council authorized the advertisement for bids on the Fire Management Office Remodel Project. On March 8, 2022, staff received a single bid for the Project. The Project includes 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 Engineer's Estimate of Probable cost is \$25,000. The sole bid presented by TMJ Construction Inc of Bakersfield is \$36,875, which is 47.5% higher than the Engineer's Estimate. An additional \$7,000 is necessary for construction contingencies and an additional \$3,000 is required for construction management, quality control, and inspection services for a total project cost of \$46,875. Staff previously reported to Council on February 1, 2022, that there is a concern about the potential of increased costs to complete this project as there is evidence of water permeating through the building from the exterior flower bed in the area of the proposed new wall. The north lobby entry flooring around the construction area has water damage and is in need of repair/replacement and there may be other unforeseen items needing repair discovered during the construction process; as such, staff is requesting additional funding in the amount of \$13,125 be authorized to cover this work for a total amended project cost of \$60,000.

It has been the Council's policy to reject all bids when the bid exceeds ten percent (10%) of the Engineer's Estimate. Although the possibility exists that the City will receive favorable bids if re-advertised, the indicators in the current market suggest the changes of such are very small. Staff believe that the higher than anticipated bid amount is due to the increase in construction material costs in the last year that continue to rise steadily; especially for steel and wood products. Prices in the market are expected to continue to increase in the months to come.

Funding for this project in the amount of \$32,500 was previously approved from the Fire Equipment Replacement Fund. Funding in an amount not to exceed \$27,500 is needed from the Facility Deferred Maintenance/Equipment Replacement Designated Fund to fully fund this project and cover any unforeseen additional items or repairs needed in the construction area should

Council decide to award.

RECOMMENDATION: That City Council consider:

- 1) Award of the Fire Management Office Remodel Project to TMJ Construction Inc in the amount of \$36,875;
- 2) Authorize progress payments up to ninety-five percent (95%) of the contract amount;
- 3) Authorize a contingency in the amount of \$7,000 to cover unforeseen construction costs;
- 4) Authorize \$3,000 for construction management, quality control, and inspection services; and
- 5) Authorize an additional appropriation of up to \$28,500 from the Facility Deferred Maintenance/Equipment Replacement Designated Fund to fully fund the project.

ATTACHMENTS:

1. Draft Resolution
2. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____ - 2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE FACILITY DEFERRED
MAINTENANCE / EQUIPMENT REPLACEMENT DESIGNATED FUND
FOR THE FIRE MANAGEMENT OFFICE REMODEL PROJECT

WHEREAS: The remodel of the Fire Management Office Remodel is necessary to fully accommodate the staff needing to occupy the space and to create necessary separation during discussion that may be sensitive in nature; and

WHEREAS: The City of Porterville Municipal Code Section 2-31.3, established the Facility Deferred Maintenance / Equipment Replacement Designated Fund for the exclusive purpose of providing funds to support one-time City facility deferred maintenance and / or equipment replacement costs.

NOW, THEREFORE, BE IT RESOLVED:

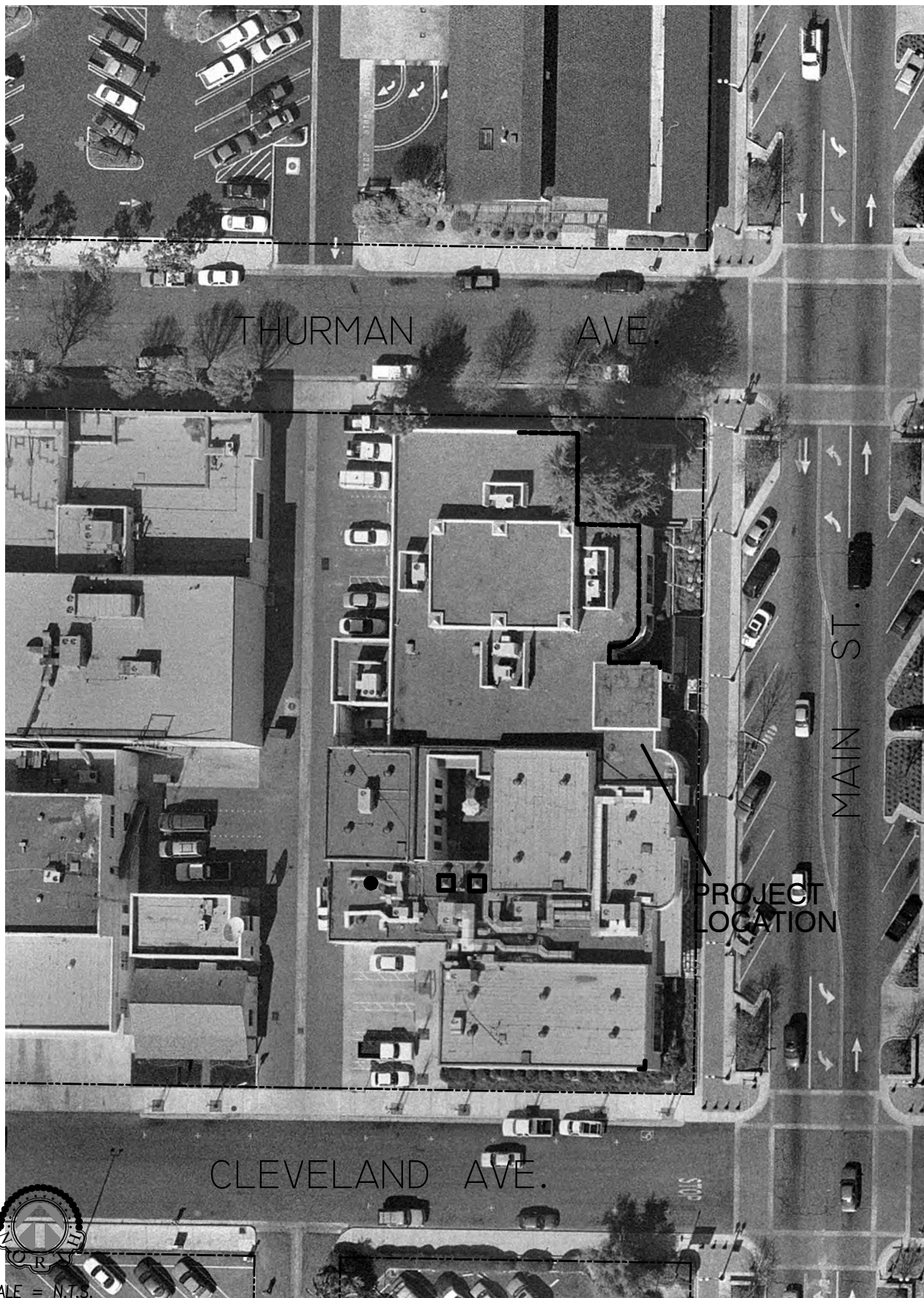
1. That the City Council of the City of Porterville make a finding that the remodel of the Fire Management Office is a necessary construction improvement project that is within the intent and purpose of the Facility Deferred Maintenance / Equipment Replacement Designated Fund; and
2. That the City Council of the City of Porterville does hereby approve and authorize the appropriation of an amount not to exceed \$27,500 from the Facility Deferred Maintenance / Equipment Replacement Designated Fund for the Fire Management Office Remodel Project:

PASSED, APPROVED and ADOPTED this 15th day of March, 2022.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



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 – MARCH 15, 2022

SUBJECT: Consideration of Scheduling City Council Goal and Priority Setting Session

SOURCE: City Manager's Office

COMMENT: Section 51 of the City Charter requires the submission, not later than thirty (30) days before the end of the fiscal year, of an estimate of the expenditures and revenues of the City's Departments for the ensuing fiscal year. For City Council's consideration, please find attached the proposed budget calendar for the preparation and submission of the City's Annual Budget for the upcoming fiscal year 2022-2023.

In conjunction with the preparation of the budget, staff proposes to schedule the City Council's Priority Projects Study Session for Tuesday, April 12, 2022, beginning at 6:00 P.M., in Council Chambers.

RECOMMENDATION: That the City Council approve the scheduling of its Priority Projects Study Session for Tuesday, April 12, 2022, beginning at 6:00 P.M., in Council Chambers.

ATTACHMENTS: 1. Draft Fiscal Year 2022-2023 Budget Calendar

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

**CITY OF PORTERVILLE
BUDGET CALENDAR
FY 2022-2023**

<u>Date</u>	<u>Task</u>	<u>Responsibility</u>
March 22 - 23	10-Year Capital Projects update	CM/Directors
March 31	Budget worksheets to Departments	Finance
April 12	City Council study session (priority projects)	Council
April 22	Preliminary revenue estimates completed	Finance
April 22	Completed budget worksheets to Finance	Directors
April 29	Budget planning session	CM/Directors
May 10	Preliminary budget completed	Finance
May 16	Preliminary budget approved by City Manager	CM
May 19	TUTOC review of Measure H & Measure I proposed budget	CM
June 7	Preliminary budget presented to Council	Council
June 21	Final budget public hearing and approval by Council	Council



CITY COUNCIL AGENDA – MARCH 15, 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 March 1, 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-two (72) 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). On February 25, 2022, Governor Newsom issued an Executive Order (Executive Order N-04-22) to eliminate all but five percent (5%) of COVID-19 related executive actions, maintaining provisions to continue robust vaccination and testing programs and protect the health care delivery system.

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

Item No. 23.

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. On February 7, 2022, the State issued updated guidance to the "Beyond the Blueprint" in regard to indoor and outdoor "Mega Events," reverting to the guidance effective as of December 1, 2021. On February 25, 2022, Governor Newsom announced the SMARTER Plan, guiding

California's evolving pandemic response with a focus on continued readiness, awareness and flexibility.

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 February 28, 2022, there was \$1,488,227 in unpaid City utility accounts (water: \$747,471; sewer: \$398,855; and refuse: \$341,901), with the corresponding total loss in late fees of \$430,194 - almost triple 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. On February 7, 2022, the State issued updated guidance to revert back to the requirements effective as of June 15, 2021. On February 28, 2022, the State issued updated guidance to remove the requirement that unvaccinated individuals mask in indoor public settings to a strong recommendation that all persons, regardless of vaccine status, continue indoor masking.

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). On February 28, 2022, Governor Newsom announced that the State mask mandate for schools would end, but local jurisdictions are allowed to implement their own requirements.

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 underserved areas of the state, the State established a contracted large-scale testing facility at the Veterans Memorial Building, beginning operations on Tuesday, May 5, 2020. Up to 130 tests are expected to be performed each day (Monday - Friday) for the next several months, which testing will be available to everyone by appointment. Given initial low utilization, City staff initiated a local messaging campaign for local residents to be tested, which precipitated improved community response beyond minimum State testing thresholds. City staff had been notified by County staff that the Veterans Memorial administration has given notice to the State to terminate the testing at its facility effective July 31, 2020, so that it may again use the facility for other purposes, however, the State and the Veterans Memorial administration have agreed to continue testing, with the testing site being terminated effective July 31, 2021. In addition, the City has partnered with the County in providing free community walkup testing, occurring weekly on Tuesdays in the public parking lot south of the Centennial Plaza building, which the County made the determination to discontinue the testing site effective May 18, 2021.

The United States Food and Drug Administration (FDA) provided emergency

use authorization for the Pfizer-BioNTech COVID-19 vaccine on December 11, 2020, the Moderna vaccine on December 18, 2020 and the Johnson & Johnson vaccine on February 27, 2021, which the State provided guidelines for the distribution of vaccines in three phases. Consistent with the State's identified Phase 1A/Tier 1 priority, Tulare County began vaccinations the week of December 14, 2020, with approximately 3,000 vaccines administered. At the time of this report, the County has received 331,725 vaccines and administered 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. An eighth Community Roundup Event was held on January 27-29, 2022, with 2,519 individuals vaccinated. A ninth Community Roundup Event was held on February 17-19, 2022, with 1,761 individuals vaccinated. A total of 18,030 local gift cards/certificates have been purchased and \$1,803,000 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 February 15, 2022, the Council approved Community Roundup Events be planned with Sierra View for March 10-12, 2022 and March 31-April 2, 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. On February 9, 2022, Governor Newsom signed Senate Bill 113, which provides an additional \$150 million in funding for waitlisted applicants.

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-04-22 - SMARTER Plan
7. State of California SMARTER Plan
8. City of Porterville Urgency Ordinance - Face Coverings: July 21, 2020
9. State of California Face Covering Guidance Update - February 28, 2022

10. Tulare County Emergency Rental and Utility Assistance Program
11. City Utilities Past Due Balances - February 2022
12. United States Treasury Department State and Local Fiscal Recovery Funds - Fact Sheet
13. Vaccination Incentives Report
14. 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

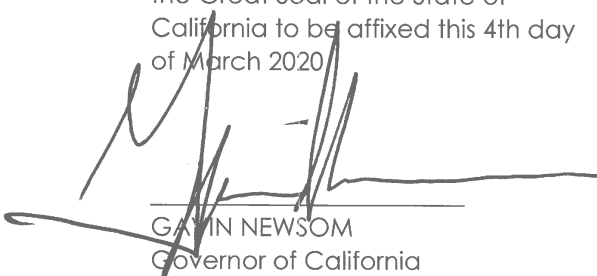
notification requirement of Civil Code section 1798.24, subdivision (i), is suspended.

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

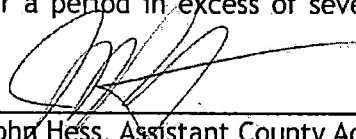
NOW THEREFORE, the Tulare County Coordinator of Emergency Services hereby:

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

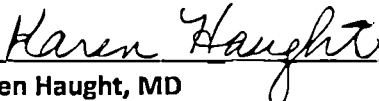
WHEREAS, the Board of Supervisors is not in session, and cannot immediately be called into session; and

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-04-22

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS since March 2020, the State has taken decisive and meaningful actions, relying on the most current data and science available, to reduce the spread, and mitigate the impacts, of COVID-19, saving an untold number of lives; and

WHEREAS on June 11, 2021, as a result of reducing case rates throughout California at that time, I issued Executive Order N-08-21, which systematically rolled back many of the Executive Order provisions I put in place to ensure for the continued provision of public and essential services while preserving public health and safety; and

WHEREAS following my issuance of Executive Order N-08-21, the Delta and Omicron variants of COVID-19 spread throughout California, the United States, and the world, posing significant threats to the health and safety of Californians and necessitating additional decisive actions, including those implemented through Executive Order; and

WHEREAS as a result of the effective actions Californians have taken, including more than 73 percent of eligible Californians who have been fully vaccinated, another 9 percent of eligible Californians who are partially vaccinated, and more than 56 percent of eligible Californians who have received a booster, California has turned another corner in its fight against COVID-19, and in particular, the Omicron variant; and

WHEREAS on February 17, 2022, I unveiled the SMARTER Plan, which will guide California's strategic approach to managing the next phase of the COVID-19 pandemic while moving the state's recovery forward, with a focus on continued readiness, awareness and flexibility; and

WHEREAS in light of the current state of the COVID-19 pandemic in California, it is appropriate to, again, through measured and decisive action, roll back additional provisions of my COVID-19-related Executive Orders; and

WHEREAS certain provisions of my COVID-19 related Executive Orders currently remain necessary to continue to help California respond to, recover from, and mitigate the impacts of the COVID-19 pandemic, including maintaining California's robust testing and vaccination programs and protecting hospital capacity, and the termination of certain provisions of my COVID-19 related Executive Orders during this stage of the emergency would compound the effects of the emergency and impede the State's recovery by disrupting the State's ability to support ongoing medical response and preparedness; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Order would continue to prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

The following provisions are terminated.

- 1) State of Emergency Proclamation dated March 4, 2020:
 - a. Paragraph 1. The State Emergency Plan as it relates to the COVID-19 pandemic shall remain active;
 - b. Paragraph 5; and
 - c. Paragraph 6.
- 2) Executive Order N-25-20:
 - a. Paragraph 6; and
 - b. Paragraph 8.
- 3) Executive Order N-40-20, Paragraph 14. This provision shall apply to any expenses incurred prior its termination.
- 4) Executive Order N-41-20.
- 5) Executive Order N-45-20, Paragraph 10.
- 6) Executive Order N-50-20:
 - a. Paragraph 1;
 - b. Paragraph 3; and
 - c. Paragraph 4.
- 7) Executive Order N-55-20:
 - a. Paragraph 15;
 - b. Paragraph 17; and
 - c. Paragraph 18.
- 8) Executive Order N-63-20, Paragraph 8, subparagraphs (d) and (f).
- 9) Executive Order N-66-20:
 - a. Paragraph 7; and
 - b. Paragraph 8.
- 10) Executive Order N-02-21, Paragraph 2.
- 11) Executive Order N-12-21, Paragraph 8.

The following provisions shall remain in place and shall have full force and effect through March 31, 2022, upon which time they will expire subject to individual conditions described in the enumerated paragraphs below.

- 12) Executive Order N-57-20:
 - a. Paragraph 1;
 - b. Paragraph 2;
 - c. Paragraph 3; and
 - d. Paragraph 4.

- 13) Executive Orders N-25-20, Paragraph 7, N-35-20, Paragraph 3, and N-84-20, Paragraph 4, except that Executive Order N-25-20, Paragraph 7 shall remain in effect as applicable only to emergency appointments made pursuant to Government Code section 19888.1 and California Code of Regulations, Title 2, Sections 300 through 303 for participants in the California Medical Assistance Team (CAL-MAT) Program. Any hours or days worked during the 2021-22 fiscal year by an individual hired pursuant to these provisions prior to their termination shall not count toward the work-hour or work-day limits prescribed under the respective statutes and regulations identified in these Executive Orders.
- 14) Executive Order N-71-20, Paragraph 5.
- 15) Executive Order N-12-21, Paragraph 7. Any retired person who returned to service pursuant to this provision prior to its termination shall be able to remain in service through the end of the 2021-22 fiscal year notwithstanding any limitation that would otherwise apply pursuant to Government Code section 7522.56, subdivision (f).
- 16) Executive Order N-3-22:
- a. Paragraph 3. Any days for which a substitute teacher was assigned to a single general education assignment prior to the termination of this provision shall not count toward the limitations in California Code of Regulations, Title 5, sections 80025.1(c) and 80025.3(a) and (b), as modified via Section 47 of Assembly Bill 167, Chapter 252, Statutes of 2021;
 - b. Paragraph 5. Any compensation earned by a retired member during the 2021-22 school year pursuant to this provision prior to its termination shall not count toward the post-retirement compensation limits under Education Code section 24214, subdivisions (d), (f), and (g);
 - c. Paragraph 6. Any retired member who meets normal retirement age and returned to service pursuant to this provision prior to its termination shall be able to remain in service through the end of the 2021-22 school year notwithstanding any limitation that would otherwise apply pursuant to Education Code section 24214.5, subdivisions (a) through (g); and
 - d. Paragraph 7. Any retired classified and certified personnel who returned to service pursuant to this provision prior to its termination shall be able to remain in service through the end of the 2021-22 fiscal year notwithstanding any limitation that would otherwise apply pursuant to Government Code section 7522.56, subdivision (g).

The following provisions shall remain in place and shall have full force and effect through June 30, 2022, upon which time they will expire subject to individual conditions described in the enumerated paragraphs below.

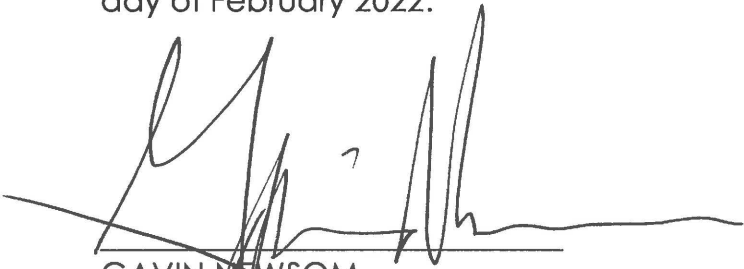
- 17) Executive Order N-38-20:
- a. Paragraph 1;
 - b. Paragraph 2;
 - c. Paragraph 3;
 - d. Paragraph 4; and
 - e. Paragraph 5.

- 18) Executive Order N-43-20 (as modified via Executive Order N-08-21 and extended via Executive Order N-16-21):
- a. Paragraph 2;
 - b. Paragraph 3;
 - c. Paragraph 4;
 - d. Paragraph 5;
 - e. Paragraph 6;
 - f. Paragraph 7;
 - g. Paragraph 8;
 - h. Paragraph 9; and
 - i. Paragraph 10.
- 19) Executive Order N-71-20, Paragraph 18.
- 20) Executive Order N-12-21:
- a. Paragraph 1. This is a further extension beyond that provided in Paragraph 1 of Executive Order N-21-21;
 - b. Paragraph 2. This is a further extension beyond that provided in Paragraph 1 of Executive Order N-21-21;
 - c. Paragraph 3. This is a further extension beyond that provided in Paragraph 1 of Executive Order N-21-21;
 - d. Paragraph 4. This is a further extension beyond that provided in Paragraph 1 of Executive Order N-21-21;
 - e. Paragraph 5. This is a further extension beyond that provided in Paragraph 1 of Executive Order N-21-21; and
 - f. Paragraph 6. This is a further extension beyond that provided in Paragraph 1 of Executive Order N-21-21.
- 21) Executive Order N-17-21, Paragraph 1. This is a further extension beyond that provided in Paragraph 2 of Executive Order N-21-21.

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 25th day of February 2022.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State



CALIFORNIA SMARTER

THE NEXT PHASE OF CALIFORNIA'S COVID-19 RESPONSE



Table of Contents

Introduction.....	3
The SMARTER Plan Includes	4
The SMARTER Plan in Action.....	5
SMARTER by the Numbers.....	6
Putting Our Work Into Context.....	7
Remaining Nimble and Adaptable	8
Maintaining and Expanding Focus on Equity ..	8
The SMARTER Plan	10
SHOTS	11
MASKS	13
AWARENESS.....	14
READINESS.....	16
TESTING.....	18
EDUCATION.....	20
RX.....	22
Building on Experience	23
Investments to Fight COVID-19	28
Conclusion	29

Californians have led the nation's fight against the COVID-19 pandemic with early public health measures that saved lives. We have been led by science and data, and know more today than we did two years ago.

The release of the *California SMARTER Plan: The Next Phase of California's COVID-19 Response* is critically timed. We are recovering from the intense Omicron variant surge when millions of Californians were infected. It is clear the virus will remain with us for some time, if not forever. It is less clear how often and how much it will continue to impact our health and well-being. However, we know what works, and have built the necessary tools over the last two years that allows us to learn and hone our defenses to this virus as it evolves.

As we enter the next phase with COVID-19, which may include future surges and new variants, we will continue to be the nation's model for preparedness, ready to build on what we have learned over the past two years to meet the COVID-19 challenges that lie ahead.

In our approach to this next phase, we will be smarter than ever before, using the lessons of the last two years to approach mitigation and adaptation measures through effective and timely strategies. Throughout the pandemic we have leaned on science and relied on tools that create protection. This includes vaccines, masks, tests, quarantine, improving ventilation, and new therapeutics. Moving forward, based on the evolving conditions of the virus, we will be prepared to use these different strategies in more precise and targeted ways all along the way, integrating new innovations and information to protect our state.

Federal, state and local leaders must continue to prepare for the future, even though we cannot fully predict it. But California's path forward will also be predicated on our individual, smarter actions, that will collectively yield better outcomes for our neighborhoods, communities, and state. The main points of the SMARTER plan are as follows:

SMARTER

Shots- Vaccines are the most powerful weapon against hospitalization and serious illness.

Masks- Properly worn masks with good filtration help slow the spread of COVID-19 or other respiratory viruses.

Awareness- We will continue to stay aware of how COVID-19 is spreading, evolving variants, communicate clearly how people should protect themselves, and coordinate our state and local government response.

Readiness- COVID-19 isn't going away and we need to be ready with the tools, resources and supplies we will need to quickly respond and keep public health and the health care system well prepared.

Testing- Getting the right type of tests - PCR or antigen - to where they are needed most. Testing will help California minimize the spread of COVID-19.

Education- California will continue to work to keep schools open and children safely in classrooms for in-person instruction.

Rx- Evolving and improving treatments will become increasingly available and critical as a tool to save lives.

The SMARTER Plan Includes

- With the COVID-19 Assessment and Action Unit the state will monitor the data and frontline conditions in real-time to ensure California is ready to respond to new and emerging variants and changing conditions.
- Building upon a robust, regionally based waste-water surveillance and genome sequencing network to have early and rapid insights into the changing nature of the virus and early identification of variants. This network can be scaled up to support identification of future infectious diseases.
- Work with external partners and the federal government to launch the first-in-the-nation impacts of COVID-19 longitudinal cohort study to look at and follow the direct and indirect impacts of COVID-19 on individuals and communities over time.
- Pursue of a public-private partnership with a test manufacturer to drive down the costs of at-home tests while securing a reliable and timely supply chain for California.
- Take steps to ensure our health care facilities can continue to ramp up with additional staff and resources to respond to surges to minimize the strain on our health care systems.

The SMARTER Plan reflects upon what we have done as a state and how we have learned to manage COVID-19. Our lessons and experiences inform our approach to manage what lies ahead. We will stay prepared for whatever COVID-19 might bring our way next and we will continue to lean on the tools that worked to reduce spread, minimize infection and keep our community safe.

SMARTER is not just for or during COVID-19. The preparation, the flexibility and the systems we have developed make us SMARTER and better prepared for future emergencies. Our state will continue to learn and iterate in our response to the virus. California has always been a state that learns fast and adapts – it is in our DNA and will guide us moving forward.

The SMARTER Plan in Action

As California maintains focus on communities disproportionately impacted, the SMARTER Plan outlines specific steps to prepare and be ready for the next covid-19 threat.

To put this into practice, imagine a California county through its wastewater surveillance system picks up a signal indicating a higher level of transmission of COVID-19 than normal. Californians should expect the following six efforts to kick into action:

1. Sequence the circulating strain, and answer the question: “Is the circulating strain a variant we know or is it new?” If it does not match a known strain, rapidly expedite whole genome sequencing of clinical specimens in that area to identify the genotype of the circulating viral strain.
2. If it is a new variant, within 30-45 days in partnership with the Federal Government, the state will seek to:
 - a. Understand if the circulating strain responds to the existing therapeutics.
 - b. Understand if currently available tests pick up the strain reliably.
 - c. Understand if there is immune escape from prior infection and/or vaccines.
3. Utilizing our statewide stockpiles, the state will quickly deploy testing supplies to regions picking up signals of increasing transmission allowing time for local and private testing efforts to be mobilized and scaled.
4. Deploy additional staff that have been secured through new staffing contracts for vaccine administration to regions picking up signals of increasing transmission allowing time for local and private testing efforts to be mobilized and scaled.
5. State will help facilitate the deployment of surge staff for facilities in impacted regions via state coordinated staffing contracts to ensure hospitals are prepared especially in impacted communities.
6. State will work with local partners, health experts, community-based organizations and others to develop messaging and communication to ensure that the public is well informed in a culturally appropriate manner using authentic community messengers. Also, make data available to ensure visibility and transparency.

SMARTER by the Numbers

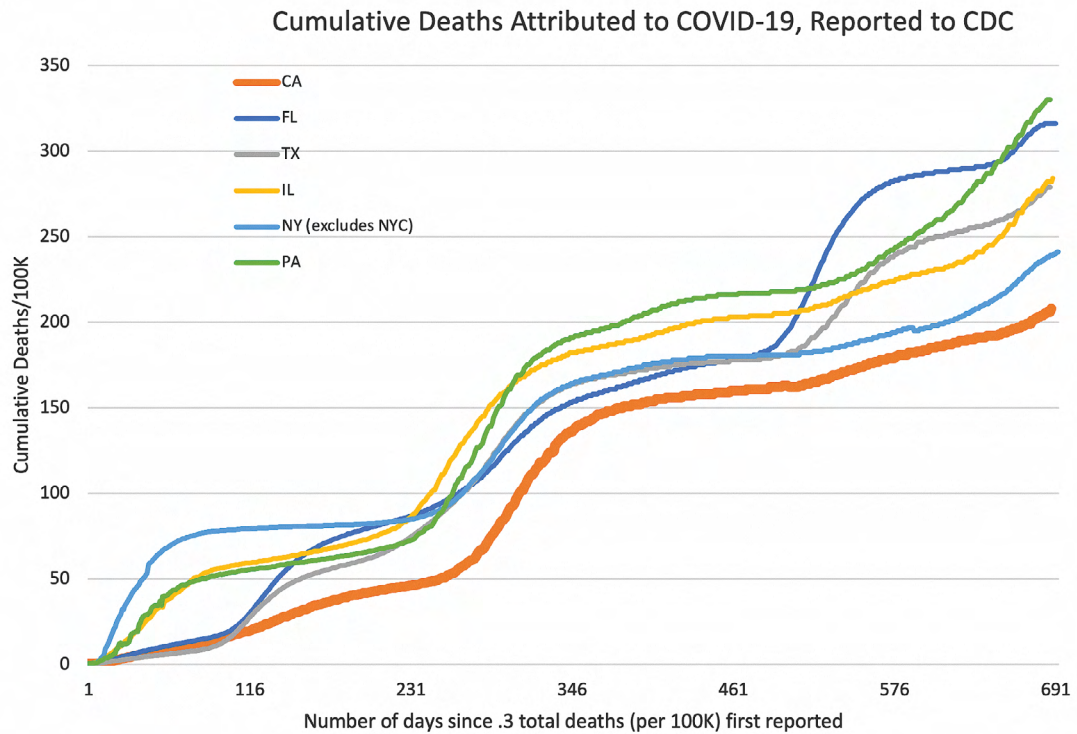
Our smarter path will enable us to be fully prepared and respond to the changing nature of the COVID-19 pandemic. The specific metrics of preparedness below will help focus our efforts to ensure we have the necessary resources and capabilities in place.

SMARTER	METRICS OF PREPAREDNESS
Shots Vaccine administration	Capacity to administer at least 200,000 vaccines per day on top of existing pharmacy and provider infrastructure.
Masks Personal protective equipment distribution	Maintain a stockpile of 75 million high quality masks and the capability to distribute them as needed.
Awareness Communications	Maintain capability to promote vaccination, masking and other mitigation measures in all 58 counties and support engagement with at least 150 community-based organizations .
Readiness Surveillance and surge staffing	Maintain wastewater surveillance in all regions and enhance respiratory surveillance in the healthcare system while continuing to sequence at least 10% of positive COVID-19 test specimens. Ability to add 3,000 clinical staff within 2 - 3 weeks of need and across various health care facility types.
Testing	Maintain commercial and local public health capacity statewide to perform at least 500,000 tests per day - a combination of PCR and antigen.
Education Expand vaccination rates among kids	Expand by 25% school-based vaccination sites supported by state to increase vaccination rates as eligibility expands and vaccination requirements are enacted.
Rx Therapeutics	Maximize order for the most clinically effective therapeutic available through the federal partnerships. Ensure allocations of effective therapeutics are ordered within 48-hours .

As we have learned throughout the pandemic, each surge and each variant brings with it unique characteristics relative to our neighborhoods and communities specific conditions (e.g., level of immunity). Therefore, instead of laying out specific thresholds or triggers, California will continue to evaluate the data quickly and nimbly to determine how to best handle future changes in the behavior of the virus. The SMARTER Plan does lay out specific response metrics that will ensure our preparedness and guide our work moving forward. Critical to this is the idea that governmental public health will remain vigilant.

Putting Our Work Into Context

Our collective and individual actions have saved tens of thousands of lives. Though many have lost loved ones to this disease, California has among the lowest cumulative death rate among large states.



Our collective work has resulted in a whole-of-government response that led the nation in providing resources to local and community partners.



70+ million COVID-19 vaccines administered.



870+ million COVID-19 N-95 and surgical masks distributed.



140+ million COVID-19 tests administered.



33 million+ at-home COVID-19 antigen tests distributed.



7,500+ COVID-19 testing sites established.



28,000+ state supported staff deployed to **800+** health care facilities.

700+

community-based organizations partnered with and supported.

Our individual actions have saved tens of thousands of lives. Though many have lost loved ones to this disease, California has among the lowest cumulative death rate among large states.

Remaining Nimble and Adaptable

Throughout the COVID-19 pandemic, Californians have adapted as we learned more about the virus and the most effective strategies to manage it. From the initial stay-at-home orders to the recent need to reinstate temporary and limited mitigation requirements during this Omicron surge, our adaptability has saved lives.

While we learn more about how to live with COVID-19, California must support the ongoing ability of our state to adapt during the coming months and years:

- We must continue to identify and interpret the data we need to keep people safe. For example, if we have another highly infectious but not as virulent variant in the future, we may focus on hospital numbers to gauge whether and how the state should react. On the other hand, if the virulence is high, we may again make decisions based on case numbers, as preventing a case may mean saving a life.
- Individuals who have tested positive for COVID-19 should continue to stay home for the period recommended by the federal Centers for Disease Control (CDC) and California Department of Public Health (CDPH). This time period may be different at different times in the future depending on the dominant variant circulating at a given time. The difference is because each variant has a distinct incubation and replication period. Because of this difference, the length of time an infected person remains likely to spread the infection to another person changes. For individuals who feel sick, they too should stay home until they feel well. If an individual has been exposed to someone who tested positive, they should consider getting tested and masking until they are sure they are not infected.
- With masking, there may be conditions that warrant temporary, targeted and risk-based masking requirements. These can be loosened once conditions improve.
- We must also adapt to the emergence of new interventions and innovations. For example, the development of new pharmaceutical agents for COVID-19, the way our communities are built with a greater emphasis on spending time outdoors, the way we receive our healthcare with rapidly improving innovations in telehealth.

Our state's ability to be ready and remain flexible will not only make us better and smarter at managing COVID-19, but it will also make us better altogether.

Maintaining and Expanding Focus on Equity

The COVID-19 pandemic has impacted each of us over the last two years. However, there are some communities, mainly underserved, low-income communities of color as well as older and disabled Californians, that have been more disproportionately impacted. Much more work is required to tackle these disparities. The SMARTER Plan coupled with our fiscal investments are intentionally and directly addressing historical and systemic inequities. Our focus on equity and our efforts to support these communities with targeted interventions and outreach has significantly closed disparities in infection and death rates. Although much more work is required to tackle these disparities, our focus on equity has been fundamental to building a Healthy California for ALL.

Maintaining and Expanding Focus on Equity

As we enter this next phase, it is important for us not to forget that COVID-19 disproportionately affected our low-income, Latino, Black, Native American and Pacific Islander communities, individuals in rural parts of the state, as well as workers in high-risk settings. It will be equally important for us not to lose sight of the impact the COVID-19 pandemic has had on our older and disabled Californians. We must accelerate change to address these longstanding inequities.

Committed to a Healthy California for All, we developed an equity measure to sharpen the data-driven focus on curbing transmission in communities most impacted. Then we directed resources to those communities to address COVID-19's unequal impact on health outcomes. Additionally, we published a [COVID-19 Health Equity Playbook for Communities](#) to support local communities in building an equitable recovery. Furthermore, each county was required to develop a plan demonstrating targeted investments around testing and other COVID-19 mitigations to eliminate disparities in levels of COVID-19 transmission and promote equitable recovery.

We must continue to work to build the mindset and awareness of inequity across our state. That if significant surges in cases and risk for death return, we can immediately implement community level approaches to ensuring gaps in outcomes emerge. For example, the ability to provide targeted testing strategies, the ability to unleash appropriate education and messaging, and to distribute high quality PPE. The tendency for some groups to experience a greater impact is avoidable. But with a transformation of our health systems and proposed expansions of coverage and access to all income eligible Californians a hallmark of Governor Newsom's 2022-23 Budget, California is making short- and long-term investments to reduce the likelihood of such inequities. As a result, no state more

Despite our efforts, there is much more work ahead of us and the following data are important in anchoring our work:

Death rate for Latinos is **17%** higher than statewide rate

Deaths per **100K** people:
221 Latino • **189** all ethnicities

Case rate for Pacific Islanders is **75%** higher than statewide rate

Cases per **100K** people:
32,389 NHP • **18,469** all ethnicities

Death rate for Blacks is **16%** higher than statewide rate

Deaths per **100K** people:
219 Black • **189** all ethnicities

Case rate for communities with median income <\$40K is **24%** higher than statewide rate

Cases per **100K** people:
22,975 income <\$40K
18,469 all income brackets

Over **90%** of deaths were age **50** or older and **12%** of all deaths were among residents of skilled nursing facilities.

than California is prepared to avoid the tragic inequities we have sought to close throughout this pandemic.

The SMARTER Plan

We have come a long way in our journey with COVID-19. To use an analogy, we started our journey driving on an unfamiliar road with low visibility, heavy rain, worn-down brakes, and no windshield wipers. In contrast, today, we are driving on a road that we have mostly driven before with good weather conditions, and in a car with new brakes and windshield wipers. There are still potential hazards on the road ahead, but we are much better equipped to anticipate and react to them.

These upgraded capabilities have come through hard fought lessons, timely and significant investments, and a data-driven approach guiding our response.

S

Shots- Vaccines are the most powerful weapon against hospitalization and serious illness.

M

Masks- Properly worn masks with good filtration help slow the spread of COVID-19 or other respiratory viruses.

A

Awareness- We will continue to stay aware of how COVID-19 is spreading, evolving variants, communicate clearly how people should protect themselves, and coordinate our state and local government response.

R

Readiness- COVID-19 isn't going away and we need to be ready with the tools, resources and supplies we will need to quickly respond and keep public health and the health care system well prepared.

T

Testing- Getting the right type of tests - PCR or antigen - to where they are needed most. Testing will help California minimize the spread of COVID-19.

E

Education- California will continue to work to keep schools open and children safely in classrooms for in-person instruction.

R

Rx- Evolving and improving treatments will become increasingly available and critical as a tool to save lives.



SHOTS

We have administered more than 70 million doses of COVID-19 vaccine, and nearly 80% of those over 12 have been fully vaccinated. Early vaccine efforts to prioritize the most vulnerable and most at-risk Californians have been followed by a persistent focus to close gaps among communities of color. The ongoing need for us to maintain our immunity in the face of new variants and the anticipated waning of immunity without boosters will require continued investments in vaccine distribution efforts, especially for older individuals and those who are immunocompromised. Most immediately, we will continue to focus on closing stubborn equity gaps which started at roughly a 26% difference in adult vaccine administration between higher income and lower income neighbors, currently this difference is at 16%, a 40% reduction. This same equity gap for kids ages 5-17 is at 27%, so we will also intensify our efforts to vaccinate those under 18 years of age, and prepare for those under 5 to become eligible soon. The need to improve vaccination rates among our youngest Californians will support our broader efforts to keep in person instruction across the state.

Furthermore, battling mis- and dis-information that has deepened hesitation among unvaccinated Californians will continue to be critical. We will maintain the widely distributed network of trusted local providers who are in place to quickly vaccinate Californians in anticipation of any additional focused efforts, such as another booster dose. Having demonstrated the capability to administer over 400,000 doses in a single day during initial peak demand, keeping this network in place to deliver at least 200,000 shots through state-partners in counties, health facilities and pharmacies should well position the state for future needs.

SHOTS (continued)

California built its own Digital COVID-19 Vaccine Record, a tool that is a convenient option for Californians who received a COVID-19 vaccination to access their record from the state's immunization registry systems. It was launched in June 2021, and has issued 13.3 million records to more than 7.2 million individuals. Our open source code builds on the SMART Health Cards framework for vaccination verification. Today, 13 states, along with Puerto Rico and Washington, DC, support SMART Health Cards, and at least another 5 states are expected to launch soon. SMART Health Cards have become the de facto standard for COVID-19 vaccine verification in the United States.

What's Next?

We will expand messaging on vaccinations and shift to the concept of staying “Up-To-Date” on vaccination, like other vaccines. Specifically, our work will focus on the following:

Prepare for the approval of vaccines for kids under 5 years old – including targeted messaging and ensuring the pediatric providers (pediatricians and family practitioners) are prepared to administer these vaccines.

- Continue to educate Californians about the benefits of boosters and ensure they are available in broad and equitable ways.
- Continue assessing the growing evidence and data on the strength of hybrid immunity - immunity both from vaccine and prior infection - and consider this information as we look at vaccine requirements in California.
- As the 7-12th grade immunization requirement is coming, we will work to be clear about the message and ensure parents are educated and have their questions answered.
- Ensure that health care workers can stay up to date on their vaccines.
- Work to decrease disparities in vaccination rates and ensure that all Californians can remain up to date on their vaccines.
- Remain focused on current vaccine disparities so all Californians have ample opportunities to maintain their immunity.



MASKS

The data have clearly demonstrated that properly worn masks with good filtration are an effective mitigation tool that not only protects the wearer but minimizes the transmission of COVID-19. Use of masks should be supported by all who want to use them and should be required in high-risk settings or in other public indoor settings during periods of high transmission or when a variant emerges with potentially high virulence.

On the supply side, we now have procured and distributed over 250 million N-95 respirators, and over 600 million surgical masks. We have forged new and innovative partnerships directly with vendors and manufacturers. When national mask supplies were short, we procured enough not only for our state needs but for those of other states. This strategy of partnering with federal agencies AND ensuring we have other options to meet our needs will continue.

Depending exclusively on the federal government for immediate supplies and resources proved challenging throughout the pandemic. Since the beginning we have turned to our own capabilities to meet our needs, whether with masks, testing supplies, other personal protective equipment (PPE), or life-saving tools like ventilators.

We will leverage our broad purchasing powers to procure critical supplies like masks and testing supplies or making them easily available to counties and communities for needs related to COVID-19 and other emergencies such as wildfires.

What's Next?

Masking as a mitigation tool has proven effective in helping minimize transmission, moving forward we will lean on the below. Public health officials will continue to assess the science and the data as we have been, and as appropriate, make changes to current masking guidance.

- Maintain a strong strategic stockpile with the goal to have 75 million high quality masks in the stockpile with the capability to distribute them across the state on an as-needed basis.
- Strongly recommend properly worn, high-quality masks in public indoor settings, especially in high-risk settings.
- Emphasize and encourage mask use messaging for the following settings:
 - o High-risk settings where vulnerable individuals live or are cared for (hospitals, nursing homes, prisons)
 - o Public transportation and air travel, per federal guidance
 - o Public indoor settings that are crowded
- Emphasize mask use messaging for the following individuals:
 - o Unvaccinated, per the CDC
 - o At-risk for severe disease (elderly, underlying medical conditions)
 - o Decreased immunity
 - o With known significant exposure to COVID-19
- Continue outreach during winter respiratory virus season so our communities increase voluntary mask use when viruses most commonly circulate.



AWARENESS

To remain aware, we must watch how COVID-19 is spreading, better understand the long-term impact of COVID-19, and further leverage our coordinated, whole-of-government response.

Our public health response has evolved throughout the pandemic. We began with 61 loosely coordinated local health jurisdictions moving at different speeds, with different resources and different objectives. Using well established emergency management protocols, California's State Operations Center has been the connection between local communities, the state and the federal government. While local communities will continue to have flexibility to develop more specific regional approaches, the state will continue to provide the infrastructure to drive objective metrics and deliverables throughout the pandemic.

Our efforts to augment and expand local disease investigation and surveillance capabilities have allowed the state to be a leader in tracking the virus and its impacts. The early investments in new information technology systems, data modeling and whole genome sequencing have created a robust system to track and monitor transmission. We now have the surveillance and disease tracking infrastructure in place to ensure we can respond to COVID-19 and outbreaks of other infectious diseases. Similarly, we will continue to leverage

academic and research partners to assess COVID-19 impacts over weeks, months, years and decades. Just as California identified the first U.S. case of the Omicron variant, our new statewide COVID-19 Assessment and Action Unit will bring together the tools we have built to keep us ready and help inform the development of future interventions such as care delivery models and clinical care best practices and standards.

Directly communicating with Californians was a critical pillar in our overall response. We invested in community outreach, that has included direct appointment and referral assistance, and public education. Despite the rapidly evolving nature of the pandemic response, our consistent messaging framework has been that California is prepared and will take necessary actions to save lives.

What's Next?

We know COVID-19 is a global challenge that plays out locally. Our experts across various disciplines (technology, public health, laboratory, and infectious disease) have all it takes to be vigilant for the next variant or early signs that a surge is rearing its nasty head once again.

- Build on the California COVID-19 Assessment Tool (CalCAT) which brings the best COVID-19 models together in one place to support policy and public health action, while developing ensemble estimates of critical COVID-19 metrics from a variety of models, giving us the ability to facilitate comparisons about trends.
- Focus on continuing to build a robust, regionally based waste-water surveillance and genome sequencing network to have early and rapid insights into the changing nature of the virus and variants. This network can be scaled up to support identification of future infectious diseases.
- With the COVID-19 Assessment and Action Unit the state will monitor the data and frontline conditions in real-time to ensure the state is ready to respond to new and emerging variants and changing conditions.
- Work with external partners and the federal government to launch the first-in-the-nation impacts of COVID-19 longitudinal cohort study to look at and follow the direct and indirect impacts of COVID-19 on individuals and communities over time.
- Continue to support and amplify local and community-based partnerships through the newly proposed Office of Community Partnerships and Strategic Communications.
- Maintain the monthly COVID-19 California survey that has engaged the diversity of the state on their beliefs and perspectives on a wide range of COVID-19 related issues.
- Leverage existing infrastructure to deepen the understanding of COVID, especially the effectiveness and safety of vaccines. Support community-based organizations to build upon the state's equity work.
- Continue to maintain regular coordination activities through the State Operation Center to mobilize an all-of-state-government response to future needs, and facilitate local and federal engagement, reliably.
- Promote the ability of CA Notify, a free exposure notification system for smartphones, to alert individuals if they have been exposed to COVID-19 so Californians have the information they need to act.

READINESS

We cannot predict the future, but we can take what we've learned to better prepare for it. That means continuing to bolster our public health infrastructure, preparing for potential future hospital surges, maintaining sufficient stockpiles of PPE and working to improve air quality and ventilation in schools and other public settings.

Early in the pandemic, we moved quickly to develop surge capacity outside the health care delivery system by building up two new surge hospitals as well as other alternate care sites across the state to ensure every Californian could have access to the health care they needed. Over time, experience showed a better approach was to increase capacity at existing health facilities that leveraged established core services and resources. California's public health leaders recognized early on that COVID-19 is an airborne pathogen that spreads readily indoors when air circulation is not optimized. This understanding guided our actions since the earliest days of our response. This fact drove many efforts, including regulatory relief for businesses, to encourage Californians to meet, dine and play outdoors; to keep a door open and windows up to help circulate fresh air indoors.

The pandemic has taught us that improvements to air quality do not always require massive infrastructure investments or take years to implement. There are cost effective, immediate tools available. Californians also spent a great deal more time outdoors, enjoying the fresh air and nature.

California has built a sustainable and reliable logistics pipeline in response to COVID-19. This includes a robust supply of PPE and other critical supplies available for rapid deployment to the medical/health sector, first responders, front line workers, and communities in need. Items such as N95 respirators, surgical and cloth masks, face shields, goggles, surgical gowns, coveralls, and gloves are included in this critical capability.

To date, the state has distributed over 1.6 billion individual items of PPE to support the pandemic. At the height of pandemic response, the state managed a comprehensive distribution system consisting of all facets of procurement from production to ordering and delivery, warehousing, and direct shipments from vendors.



Governor Newsom proclaimed a State of Emergency based on the unprecedented threat of COVID-19 and its variants to the health and safety of all Californians. As we saw with the Omicron surge that is only now subsiding, COVID-19 is still very much with us. Through the state of emergency and limited number of executive orders that remain in effect, the state was able to act quickly and get millions of tests and PPE into the hands of our students and Californians across the state, expand vaccination efforts, and bolster our healthcare system capacity. The Governor will continue to assess the necessity of each open Executive Order provision and terminate provisions as they cease to be necessary.

What's Next?

Our work moving forward will enable us to be ready to respond to any changes in our conditions.

- Maintain an up-to-date, strategic stockpile that allows California to independently respond to local needs.
- Work with local public health departments to develop, support, and implement these strategies to be ready for the next surge and the next infectious disease emergency.
- Allocate state appropriated resources to further accelerate the building of a 21st Century public health system. The Governor's 2022-23 Blueprint proposes:
 - \$300 million ongoing for state and local public health to build up capacity and transform California's public health system.
 - Requiring 25% of a non-profit hospital's community benefit funds be allocated toward community-based public health organizations that address the social drivers of health. This 25% equates to roughly \$500 million each year.
 - \$1.7 billion over three years to recruit, train, hire, and advance an ethnically and culturally inclusive health and human services workforce, with improved diversity, wages, and health equity outcomes.
- Establish three key efforts for health care facilities preparing for or responding to surges so, at any time, we can bring up to 3,000 additional staff to facilities across the state within 2-3 weeks of the need:
 - Support the local county or regional expansion of existing Medical Reserve Corps teams;
 - Maintain master contract agreements with 3-5 national registry companies that can be directly accessed by health systems; and
 - Monitor facility registry/traveler staff use data throughout the year to determine when staffing needs are highest and establish strategies to best support facility demand.
- Scaling back Executive Order provisions and terminating provisions as they cease to be necessary.
- Work with long-term care facilities to provide technical assistance and guidance regarding infection control protocols.
- Issue an Innovation Award to urge the development of low cost, effective ways to improve indoor air quality via improved filtration and air circulation and develop standards for high-risk settings.

TESTING

We have come an incredibly long way since the earliest days of the COVID-19 pandemic, when doing more than a thousand tests in a day was an accomplishment of note. After nationwide challenges with supplies and collection strategies coalesced to eventually hamper California's ability to track and respond to the first surge of cases in the summer and fall of 2020, we were the first and only state in the nation to build our own high-throughput testing laboratory.

The state has increased testing availability in communities at highest risk for contracting COVID-19 such as essential workers, those in congregate care settings, and communities of color. State facilities have performed more than 8.4 million tests on samples from a network of more than 4,700 specimen collection sites developed with churches, schools, clinics, essential workplaces and community-based organizations.

California laid the essential groundwork of building up testing capacity across our communities with more than 7,500 sites established and, over time, expanded to help keep us prepared to track COVID-19. This work created deeper and wider access to testing. Roughly 65 percent of tests performed for PCR-only specimens are among racial minorities with 32 percent in the most disadvantaged neighborhoods based on the California Health Places Index (HPI) Quartile 1 and 26 percent in Quartile 2.

More than 4,800 schools have state-supported testing programs, nearly 200 OptumServe sites exist across California's communities, and more than 2,800 community-based entities supported sites are offering antigen or PCR testing or both. Our understanding for how to use the various modalities of testing to help manage the pandemic has grown, as well.

Leveraging antigen tests as an additional tool has helped navigate the latest COVID-19 surge. We have procured and distributed over 33 million at-home COVID-19 antigen tests. Our capacity on PCR testing has helped keep communities and families safe when the trajectory of the disease was uncertain, allowing us to identify early on those who are infected, even before they become symptomatic. During the Omicron surge, California used the testing groundwork of the last 20 months to keep our businesses open and our schools in person.

The effort to buy and distribute over 13 million at-home antigen tests for use by school staff and students during the recent return from winter break is in no small part the reason California has made up less than 1% of the nation's overall school closures in January 2022, despite having 12% of the national student population. We also distributed at-home antigen tests to long-term care facilities and hospitals allowing us to keep residents safe and staff working as much and as safely as possible.

In addition to these school efforts, California demonstrated its capability to quickly scale up testing capacity at an unprecedented speed during the Omicron surge—deploying the California National Guard, expanding hours and access to testing sites, and ensuring 90% of Californians are within a 30-minute drive of a state sponsored or supported testing site.

California was the first in the nation to detect an Omicron variant case, largely due to our robust whole genomic sequencing network. COVIDNet is a statewide network of more than 40 partners across the state including local public health laboratories, academic centers, private, and commercial laboratories. Over 450,000 specimens have been sequenced in California, and between March -November 2021, at least 15% of positive COVID-19 samples per month have been sequenced. We have developed advanced bioinformatics capabilities to provide data visualization, dashboards at the state and county level, an alert system for monitoring detection of emerging variants, tools to inform outbreak investigations, and linkage between sequence and epidemiologic data that can further characterize variants and inform public health investigation and response.

What's Next?

California will continue to prioritize testing, not only to get through the remainder of the current surge but also ensure we are ready to respond to new COVID-19 challenges down the road. Moving forward, these key efforts will position California to pivot and move in whatever way we are required:

- Maintain the ability to perform at least 500,000 tests per day - a combination of PCR and antigen tests
- Ongoing procurement of additional at-home tests with nearly 30 million more on order or already delivered;
- Ongoing expansion of testing sites in the community and efforts to ensure these sites are “built in” to the health care delivery system already in place in California; and
- Ensuring trusted community sites and schools have the capability to continue serving their communities with convenient testing options.
- Provide greater clarity on the role of testing, particularly in supporting disease surveillance, supporting isolation, and early identification of the disease for patients who are most likely to benefit from treatment and therapeutics.
- Release a Request for Innovative Ideas to pursue a public-private partnership with a test manufacturer to disrupt the testing market to drive down the costs of at-home tests while securing a reliable and timely supply chain for California and leveraging existing state assets.
- Continue the important genomic surveillance testing, network, and genomic epidemiology analysis for SarsCoV2, and use the infrastructure built to monitor evolving variants, expand genomics for other infectious diseases of public health significance, and be prepared for the next pandemic.





EDUCATION

California leads the nation in keeping children safely in classrooms. California has made up less than 1% of the nation's school closures in the 2021-22 school year, despite educating over 12% of the nation's students. This school year, we weathered two COVID-19 surges, all the while successfully prioritizing in-person instruction and the safety of students and staff. Hospitalizations for COVID-19 (including pediatric hospitalizations) and disruptions to in-person learning, although never inconsequential, have been substantially lower than in comparable states.

This is due to collective efforts of Californians to protect school communities. Roughly 1.3 million youth ages 5-11 have stepped up and received one dose and more than 1 million are fully vaccinated. Billions invested into school safety protocols. In the last two months, 28 million high-quality masks have been delivered to schools. Over 4,400 school-based COVID testing sites have been supported by the state at no cost and, in the last two months, more than 15 million at-home tests have been distributed to school communities.

California's response to conditions in schools has adapted to the dynamic challenges of the pandemic, based on science and humility. Emerging evidence continues to suggest that the Omicron variant is milder than prior variants. That future variants will be similarly mild is neither inevitable nor predictable, and we must remember the lessons learned from the Alpha and Delta variants, both of which came after and were more deadly than the original strain.

As we collectively move beyond the Omicron surge, the next phase of mitigation in schools focuses on long-term prevention and preserves safe in-person schooling, which is critical to the mental and physical health and development of our children.

What's Next?

The goal remains to preserve safe and in-person schooling. Presented below is a summary of mitigation strategies for K-12 schools. For additional information, please visit [Safe Schools for All](#).

- Continue to promote childhood vaccination efforts, including school-located events with sustained emphasis on ensuring equitable access to COVID-19 vaccines. K-12 schools should prepare for forthcoming vaccine requirements which will help protect the most vulnerable among us and keep schools safe and classrooms open.
- Focus on improving indoor air quality in schools to protect students and staff against COVID-19 and many other respiratory infections and sources of unhealthy air, including emissions, seasonal allergens and wildfire smoke. California will continue to provide guidance and technical assistance to schools leveraging state and federal funds to make cost-effective improvements to ventilation and air filtration systems.
- Emphasize tools, such as updated group tracing guidance, so students who are not ill can remain in school and monitor for symptoms. Multi-layered mitigation in K-12 schools, along with declining case rates and improving community immunity, allow for an ongoing transition away from quarantining students. Evidence demonstrates that students potentially exposed to COVID-19 can remain safely in-school when mitigation protocols are followed.
- Continue to address the stigma and trauma children have experienced from this collective experience and much more. \$4.4 billion has been devoted to improving mental and behavioral health for California's children and youth, and a recent partnership with the Child Mind Institute on the launch of the California Healthy Minds, Thriving Kids Project to provide free, evidence-based resources for kids, educators and caregivers.
- Prepare for the eventual change to universal school masking in schools, which include ensuring equitable access to vaccination, testing, and individual protections for students, families, and school staff. Universal indoor masking has been the cornerstone of the state and national strategy to keep schools open. The goal of such efforts remains to preserve the sanctity and safety of in-person schooling.
- Continue working with federal partners to procure and distribute COVID-19 tests to schools. As resources allow, the state will also support a transition toward increasing use of over-the-counter (OTC) test in school settings, with particular attention to equity.
- Support outbreak investigations in schools with state and local public health resources through consultation and deployment of testing and vaccination resources.

RX

Throughout the COVID-19 pandemic we have utilized and benefited from all modes of managing the virus by embracing the value and impact of treatments for those who have been infected. We are home to some of the leading scientists and clinicians who helped develop therapeutics that are now available. Once these life-saving interventions became more widely available, California was an early partner with the federal government to stand up specialized infusion sites capable of delivering therapies to thousands of infected Californians, saving more lives through treatment.

At 25 state-supported sites, California has continued to ensure these resources are available to our communities, even when federal resources have been withdrawn. For every newly available medication or intervention, our clinical leaders work with local teams to ensure our distribution is led by equity and is efficient. We will always back the science but never fear early adoption and use of a lifesaving intervention. Moving forward, we will double down our collective work to have those who test positive start effective treatments quickly to spare burden on our health systems and, most importantly, reduce avoidable morbidity and mortality.

What's Next?

Just as we have disrupted the pricing of other medications, California will work to ensure lifesaving pharmaceuticals are not only available but also affordable.

- Connecting those who test positive for COVID-19 with the appropriate clinical assessment and medication supplier.
- Ensure allocations of effective therapeutics are ordered within 48 hours by local entities.
- Leveraging technology and telehealth specifically to accelerate this work and save more lives. The rapid expansion of virtual care and telehealth tools in California throughout the pandemic make the possibility of linking treatments to eligible infected individuals more likely.
- Continue to provide continuing education and real-time information to health care providers on new therapeutics.



Building on Experience

Over the last two years, California took action to keep people safe, and make investments that will continue to benefit our state into the future. Below are some additional changes and improvements the state has made since the initial outbreak of COVID-19.

State-Level Coordination

Under the leadership of the Governor's Office of Emergency Services, we activated our response systems early on, working closely with federal and local governments on the initial repatriations of Americans from Wuhan, China and the docking of the Grand Princess in Oakland, and we have maintained a significant infrastructure to drive objective metrics and deliverables throughout the pandemic. Using well established emergency management protocols, California's State Operations Center has been activated and managing the pandemic for over two years.

Coordinated Response

Our public health response has evolved throughout the pandemic. We began with 61 loosely coordinated local health jurisdictions moving at different speeds, with different resources and different objectives. Although localism is still determinative, there is a connectedness and increased attention to regional approaches across our state's counties that did not exist before.

Our efforts to augment and expand local disease investigation and surveillance capabilities have allowed the state to be a leader in tracking the virus and its impacts. The early investments in new information technology systems and in staff training and standardized reporting functions, allowed us to transform a brittle set of disease investigation tools into a robust system to track and monitor transmission. Thousands of state workers were recruited and trained to support contact tracing efforts, ultimately working at the community level to help slow the spread of the virus. Additionally, the state is increasingly using technology to leverage automated notifications, such as CA Notify, a free exposure notification system for

smartphones, to alert individuals if they have been exposed to COVID-19. Finally, having reported more than 143 million COVID-19 test results and more than 8 million COVID-19 cases, we have done more than any other state. As a result, we have a foundation and the infrastructure as we move into the next phase of our surveillance and disease tracking efforts, ensuring we can respond to COVID-19 and outbreaks of other infectious diseases.

Bringing together early efforts with effective wastewater, hospital, and sentinel surveillance, growing a whole genome sequencing program along with local state-supported outbreak investigation efforts, anchored in an updated platform to report and monitor trends, Californians should feel confident in our state's ability to see what's coming with as much clarity and precision as possible. We also initiated data modeling and advanced analytics through the development of the California COVID-19 Assessment Tool or CalCAT, partnering with academics and data scientists early in the COVID-19 pandemic to inform projections and policies, and invested in a team to continue these efforts. Just as California identified the first U.S. case of the Omicron variant, our new statewide COVID-19 Assessment and Action Unit will bring together the tools we have built to keep us ready.

Hospital Surge

Over time, experience showed a better approach was to increase capacity at existing health facilities that leveraged established core services and resources. Following this model and based on a hospital burden score that looks at a composite of measures to assess hospital need, the state currently supports 31 surge hospitals and six surge skilled nursing facilities. The state has

also funded the expansion of beds with state funded staff, adding more than 1,200 new surge beds throughout the state. There are also 22 state-supported ambulance patient offload programs, helping emergency departments accept patients more quickly, allowing ambulances back into communities. In total, there are currently over 3,500 staff deployed to 217 facilities statewide and over 28,000 staff have been deployed throughout the pandemic to over 800 health care facilities.

Recognizing the tremendous toll the pandemic has had on California's health care delivery system and incredible health care workers, the Governor's 2022-23 Budget proposal has proposed a \$1.7 billion investment to further build up our health and human services workforce. Ensuring we have a diverse and well-trained health and human services workforce to serve and support Californians has been a state priority well before COVID-19. But now more than ever, the need to make these investments, to support maintaining nation-leading nurse-to-patient ratios and ensuring protections of our workforce so they can thrive at work and in their communities, will remain top of mind for the foreseeable future.

Communications and Community Partnerships

At the beginning of the pandemic, we launched the Your Actions Save Lives campaign, which has served as the umbrella for the state's pandemic communications initiatives. We primarily leveraged in-kind donations, engaged influencers, and partnered with philanthropy. As we built up our infrastructure, we recognized directly communicating with Californians was a critical pillar in our overall response. We invested in community outreach, that has included direct appointment and referral assistance, and public education.

As a result, we built a web of communications efforts throughout the pandemic to educate Californians about complex public health guidance and

interventions and help citizens understand the overall goals in managing the virus and how to best use the tools to mitigate its spread. Despite the rapidly evolving nature of the pandemic response, our consistent messaging framework has been that California is prepared and will take necessary actions to save lives. Leveraging the infrastructure of the State's 2020 Census outreach effort, we were able to quickly build a model that centered most of our communications approaches around community engagement and focused on issues of equity.

Leading this effort is the Vaccinate ALL 58 campaign, which has engaged more than 700 community-based organizations in partnership with philanthropy and dozens of Community Ambassadors. Additionally, the campaign has partnered with over 250 ethnic media outlets and utilized innovative tactics to meet people where they are, in the language they speak. The campaign has proactively engaged other state departments and agencies, truly taking a whole-of-government approach. All of these efforts have supported our commitment and proactive approach to tackling mis- and dis-information.

Overall, the community engagement efforts have led to California successfully implementing masking efforts in a wide variety of settings to reduce transmission of the virus, closing equity gaps in the administration of vaccines with nearly 75% of eligible Californians fully vaccinated, and supporting the most robust testing program in the nation, which averaged half-a-million tests per day during the height of the Omicron surge. The future approach to communications and community engagement will advance existing efforts, focus on keeping immunity high and promote the most effective use of masking. An added focus will be on the role, availability and benefits of timely treatment options, especially for those at highest risk for serious complications and death from COVID-19 infections. The overall focus will continue to be on equity and investing in

communications and deepening community engagement.

The approach of leaning on our local partners through ongoing direct investments into hundreds of community-based organizations, which support and advance our public health preparedness and response efforts, will be supported through the newly proposed Office of Community Partnership and Strategic Communications. The proposed new Office will continue to build upon the data driven and equity centered approach and offer a centralized state entity to support coordination and collaboration across state government and philanthropy. These investments will support the important community role in advancing public health, among other things, and be critical to our future success. In the end, California will not shy away from focusing in on the simple, well understood actions that make the biggest difference. Communicating these messages simply, clearly, and consistently will continue to be our north star.

Protecting Workplaces

We took early actions to make our workplaces safer. Through executive action we ensured that qualified workers receive the care and support they need through worker's compensation benefits if they contracted COVID-19 at work. We took this same approach to allow our most vulnerable workers to take time off when sick from COVID-19. We partnered with the Legislature to codify these policies into statute.

To inform employers about new laws and workers about their rights, we developed training and workshops, including resources such as a model COVID-19 Prevention Plan, workplace postings, and infographics. Over 55,000 employers were reached through these activities. Our approach leveraged technology to make information more accessible, including an online Training Academy for employers and workers to access video and written training materials and an online wage claim portal to ensure workers are compensated for taking their

paid sick leave.

Worker and Workplace Outreach and Education

Given the increased risk to workers in essential industries, we developed the Safer at Work Campaign to assist workers and employers in better understanding and implementing the workplace health and safety and paid sick leave laws. This included a public awareness media campaign, outreach funding to more than 70 community-based organizations, and development of innovative navigator tools to simplify access and understanding of the laws and rules developed in response to the pandemic. Ultimately, this campaign reached over 20 million individuals through radio, programmatic display and social media. Through the community engagement effort, we reached over a million workers in interactive engagements, such as training, meetings, phone calls, and canvassing.

Through the Reaching Every Californian campaign we partnered with community organizations, schools and legal service providers to offer more than 70 outreach presentations for workers in high-risk sectors on sick leave for COVID-19. Through the Workplace Rights Ambassador Project, which seeks to build a bridge to disenfranchised and vulnerable workers, we partnered with community organizations to provide in-depth training and support to community leaders (promotoras) to educate their members about sick leave and assist them in exercising their rights. Through our Business Engagement Program, we held dozens of web-based trainings and reached tens of thousands of employers with information on workplace laws.

Our Farmworker Rights Caravans partnered with community organizations to take an audiovisual message in Spanish and indigenous languages on worker protections directly to the fields in thirteen counties.

The Caravans also reached farmworkers and their families in community gathering places

and at COVID-19 testing and vaccination clinics. Nearly 8,000 farmworkers were reached. We also ensured employers in this sector had the information they needed to comply with the law by communicating regularly and holding in-person meetings with dozens of growers and contractors around the state. Through media outreach for the Farmworker Rights Caravans, we reached over 5.7 million views of messaging in targeted agricultural regions.

Long-Term Care Facilities

By mid-year 2020, nursing homes had become ground zero for the pandemic. Two key factors coalesced to create a high-risk environment for infections and ultimately high morbidity and mortality: (1) facility residents are among our community's most vulnerable and at-risk populations due to their often older age and underlying chronic conditions and (2) the congregate, communal, nature of the facilities themselves with the variable degrees of infection control between staff and residents. Like the rest of the nation, California experienced a sweeping spread of COVID-19 in nursing homes. However, an immediate and intense focus on reducing the risk for residents of nursing home and other congregate care facilities quickly led to numerous changes and interventions: infection control standards were increased and supported through technical assistance; staff were augmented and trained to do their jobs with a focus on minimizing transmission primarily by advancing more protective, standardized and universally applied use of PPE; state initiated programs like Hotels for Health Care Workers launched to provide staff an opportunity to avoid broader community mixing and better personnel and resident protections; California invested in creating data platforms to better track testing, infections, PPE supplies and monitor compliance with infection control measures.

Together, California's facilities made accelerated improvements that have remained and been improved. These tools that focus on the needs of long-term care residents and facilities must also be

examined through higher level improvements in our overall expectations of nursing homes and their operators. While there is certainly a need to stabilize and preserve our capacity, we must also push for transformations in how the facilities are supported and monitored. California will continue to work with partners across the state to maintain our advantage over the virus in long term care facilities while remaining prepared for potential challenges that soon may emerge.

Veterans Homes

Additionally, California's eight Veterans Homes reacted very quickly and were well-prepared to respond to the COVID-19 pandemic. This approach was characterized by early action; proactive infection control practices; strong coordination throughout the system; and excellent teamwork at all levels – including with local, state, and federal partners. CalVet took key steps prior to and early on in the pandemic, including updating infection control protocols used for a severe flu season and restricting visitations even before the stay-at-home order went into effect.

Over the last two years, the Veterans Homes have adapted rapidly as circumstances, guidance, and requirements have evolved and has received national recognition for their efforts. Staff and residents of the Veterans Homes have been instrumental in these efforts, which is evident in their high rates of vaccination. As of February 7, 2022, 94.5% of residents and 89.8% of staff are fully vaccinated, and 94.5% of residents and 70.3% of staff have received a booster shot.

Ventilation

California's public health leaders recognized early on that COVID-19 is an airborne pathogen that spreads readily indoors when air circulation is not optimized. This understanding guided our actions since the earliest days of our response. This fact drove many efforts, including regulatory relief for businesses, to encourage Californians to meet, dine and play outdoors; to keep a door open and windows up to help circulate fresh air indoors.

Over the course of the last 15 months, Californians have come together to make innovative improvements to indoor air quality in several settings. For example, many restaurants made investments in air circulation and filtration by upgrading HVAC filters, windows and doors remained opened to freshen air more regularly and effectively across a host of small and large businesses, and many schools used COVID-19-related funding to invest in inexpensive, but effective, devices to improve the circulation and filtration of air in classrooms and other spaces protecting staff and students. The pandemic has taught us that improvements to air quality do not always require massive infrastructure investments or take years to implement. There are cost effective, immediate tools available. Californians also spent a great deal more time outdoors, enjoying the fresh air and nature.

Emergency Response

Governor Newsom proclaimed a State of Emergency based on the unprecedented threat of the COVID-19 pandemic to the health and safety of all Californians. Of the 561 Executive Order provisions issued throughout the course of the pandemic response, fewer than 15% remain operative.

These open provisions ensure continued flexibility from statutory or regulatory requirements that remain critical to support our ongoing COVID-19 response, for example, ensuring hospital and medical staffing in the face of the Omicron surge, maintaining the State's robust testing program, waivers of state contracting rules to ensure quick access to critical masks and test kits, and maintaining effective workplace safety standards. None of the operative provisions directly impact or restrict the activities of the general public.

As one specific example, without the state contracting flexibility, California would have been unable to move swiftly to procure the more than 13 million home test kits distributed to county offices of education across the state in December and early January to support the safe return to in-

person learning as students returned from winter break. Likewise, other provisions ensure that the home addresses of public health officials remain confidential amidst unprecedented personal threats to these public servants and direct that the California Office of Emergency Services can utilize state fairgrounds and other property as needed to support the ongoing pandemic response.

The foregoing examples illustrate why maintaining the State of Emergency and keeping certain Executive Order provisions in place was critical to getting through the Omicron surge and remains critical to our ongoing response in the immediate term. Nonetheless, the Governor will continue to assess the necessity of each open Executive Order provision and terminate provisions as they cease to be necessary.



Investments to Fight COVID-19

California has led the nation's fight against COVID-19, implementing first-in-the-nation public health measures that have saved tens of thousands of lives. The state has administered over 70 million vaccinations and boosters and has maintained one of the lowest death rates among large states.

Last year's budget appropriated \$1.7 billion to fight against COVID-19. Now, Governor Newsom's \$3.2 Billion Emergency Response Package will protect Californians by continuing that fight, focusing on keeping our schools open and our economy moving. The package includes \$1.9 billion in funding that has already been approved to immediately equip California's health care system with supplies and staffing.

Bolster Testing

- Expand hours and capacity at testing sites throughout the state to help slow the spread of the virus.
- Distribute millions of COVID-19 antigen tests to local health departments, community clinics and county offices of education and schools.
- Support the state's testing facilities, including specimen collection and expanding capacity in order to meet demand.
- Assist state departments in testing their staff and congregate populations.

Getting more Californians Vaccinated and Boosted

- Continue the "Vaccinate all 58" public education campaign to provide reliable information and build vaccine confidence while combating misinformation, all of which is in partnership with 250 ethnic media outlets.
- Maintain a robust community outreach and direct appointment assistance campaign by conducting door-to-door canvassing, phone banking and texting with over 700 CBOs and community partners in partnership with philanthropy.
- Support in-home vaccination and testing programs and transportation arrangement, for those unable to travel, to meet Californians where they're at.
- Provide free transportation to vaccination appointments throughout the state to help get more Californians vaccinated and boosted.

Support Our Frontline Workers and Health Care Systems

- Support and distribution of critical personnel resources for health care systems to help protect frontline workers, patient care and hospital surge capacity as well as additional staffing for vaccination sites.

Maintain State Response Operations

- Enhance the state's emergency response and public health capacities, including staffing and information technology at California Department of Public Health, Office of Emergency Services and Emergency Medical Services Authority.

Support Mutual Aid, Bolster Public Health Investigation Efforts, Procure Personal Protective Equipment

- Provide mutual aid to support local governments.
- Continue statewide priority public health investigation activities to help keep Californians safe and slow the spread.
- Procure additional personal protective equipment, including children's N95 and surgical masks, and other durable equipment

The Governor's Comeback Plan (2021 Budget Act) and the Governor's Blueprint (2022-23 Budget proposal) present a once-in-a-generation opportunity to equitably improve the lives of All Californians, by investing in programs and services that are designed to lift all boats, but especially those which need to be lifted higher. The Comeback Plan provided us an opportunity to invest in programs and efforts that deepen our focus on the whole person while also promoting equity across all facets of society in response to challenges COVID-19 laid bare.

The Governor's Blueprint provides the opportunity to make additional bold investments to protect our most vulnerable communities—such as providing housing for individuals with serious behavioral health conditions who are experiencing homelessness — and to make investments that will address the upstream causes of health and human services needs in communities that have been deeply impacted by COVID-19—such as building up our public health infrastructure.

As we move forward, we will leverage the multiyear investments made to build up and strengthen the foundations of a Healthy California for All.

Conclusion

This January marked two years since we worked with the federal government to welcome the first flight of 221 U.S. citizens and diplomats who were being repatriated from Wuhan, China into California due to the emergence of a Novel Coronavirus that rapidly spread, infecting hundreds in a matter of days.

In hindsight, this gave us some early insights into the initial behavior of the virus, provided us with early data on secondary exposure, and gave us the opportunity to understand the non-pharmaceutical interventions (e.g., masking and physical distancing) that could help mitigate the spread of the virus.

Two years later, we are continuing to iterate on our response and learn about the evolving behavior of the virus. The initial days taught us to be nimble and humble. This is true now more than ever before. California has been a state that learns fast and adapts. It is in our DNA and will guide us moving forward.



COVID19.CA.GOV

Your Actions Saves Lives



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.

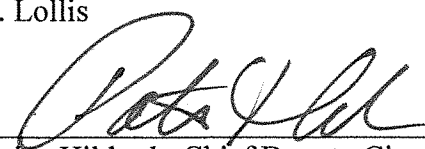
Section 6. This Ordinance is exempt from the requirements of CEQA pursuant to California Public Resources Code Section 21080(b) (4).

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)

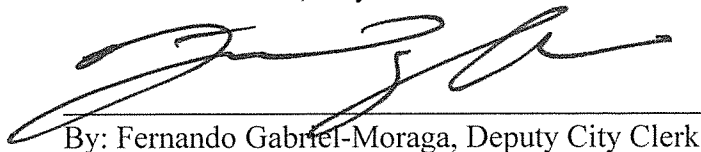
I, JOHN D. LOLLIS, the duly qualified City Clerk of the City of Porterville do hereby certify:

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



State of California—Health and Human
Services Agency
**California Department of
Public Health**



February 28, 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 February 28, 2022:

- Effective March 1, 2022, the requirement that unvaccinated individuals mask in indoor public settings will move to a strong recommendation that all persons, regardless of vaccine status, continue indoor masking.
- Universal masking shall remain required in specified high-risk settings.
- After March 11, 2022, the universal masking requirement for K-12 and Childcare settings will terminate. CDPH strongly recommends that individuals in these settings continue to mask in indoor settings when the universal masking requirement lifts.

Guidance For the Use of Masks

Background

California has used science to guide our health protection strategies throughout the pandemic. Data show that because of these strategies, we have saved lives. COVID-19 cases and hospitalization continue to decline across the state. Since February 14, cases have declined by 66% and hospitalizations have declined by 48%. This is due in large part to the collective efforts of Californians to get vaccinated, get boosted, and wear masks indoors.

A universal indoor masking requirement was reinstated on December 15, 2021, to add a layer of mitigation as the Omicron variant, a Variant of Concern as labeled by the World Health Organization, increased in prevalence across California, the United States, and the world and spread much more easily than the original SARS-CoV-2 virus and the Delta variant. Implementing the universal masking requirement in all indoor public settings during the winter season was an important tool to decrease community transmission and protect critical healthcare system capacity during the highly infectious Omicron surge. Since the peak in case rates during the Omicron surge in early January

2022, the dramatic surge in cases and hospitalizations due to the highly infectious Omicron variant over the last two months has declined significantly. Californians have also become increasingly knowledgeable about how to protect themselves and their loved ones with effective masks when there may be risk of COVID-19 exposure or transmission. Accordingly, CDPH amended this masking guidance to allow the universal indoor masking requirement to expire on February 15, 2022 as scheduled.

The COVID-19 vaccines remain effective in preventing serious disease, hospitalization, and death from the SARS-CoV-2 virus. Vaccination continues to remain the ultimate exit strategy out of the COVID-19 pandemic. 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. As a state, we need to remain vigilant.

Accordingly, effective March 1, 2022, the requirement for unvaccinated persons to mask in indoor public settings and businesses is being replaced by a **strong recommendation** that all persons, regardless of vaccination status, continue to mask while in indoor public settings and businesses.

As we've shown in our SMARTER Plan, masks, especially those that offer the best fit and filtration (e.g., N95s, KN95s, KF94s), remain a critical component of our multi-layered approach for protection against COVID-19 infection. 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.[1] Our recently published case-control study conducted in California from February 18 to December 1, 2021 demonstrated that consistently wearing a face mask or respirator in indoor public settings reduces the risk of acquiring SARS-CoV-2 infection. [2]. Masks also remain a critical component for protecting those that are most vulnerable in our communities, including the unvaccinated, the immunocompromised, or those at risk for severe disease and illness.

Throughout this pandemic, 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 accounted for only 1% of COVID-19 related school closures during the Omicron surge. 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. [3], [4]. Current projections show that statewide, the declines we are seeing in cases and hospitalizations will continue. Accordingly, after **March 11, 2022**, the universal masking requirement for K-12 and Childcare settings will terminate. CDPH **strongly recommends** that individuals in these settings continue to mask in indoor settings when the universal masking requirement lifts. Masking will continue to be an important layer of protection along with the continued recommendations around vaccinations, testing and ventilation, to keep schools a safe environment, even as case rates and hospitalizations decline.

CDPH is maintaining the masking requirements in specified **high-risk settings**, consistent with CDC recommendations. This allows us to continue protecting our most vulnerable populations and the workforce that delivers critical services in these settings.

Finally, CDPH is maintaining the requirement that businesses and venue operators, including K-12 school and childcare settings, must allow any individual to wear a mask if they desire to.

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.

Local health jurisdictions and entities may continue to implement additional requirements that go beyond this statewide guidance based on local circumstances.

These requirements and recommendations will continue to be updated as CDPH continues to assess conditions on an ongoing basis.

Masking Requirements

Masks are required for all individuals in the following indoor settings, regardless of vaccination status. Surgical masks or higher-level respirators (e.g., N95s, KN95s, KF94s) with good fit are highly recommended.

- Indoors in K-12 schools[6], childcare[7] (through March 11, 2022)*
- On public transit[5] (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)
- Emergency[8] shelters and cooling and heating centers[9]
- Healthcare settings[10] (applies to all healthcare settings, including those that are not covered by the State Health Officer Order issued on July 26, 2021)**
- State and local correctional facilities and detention centers[11]
- Homeless shelters[12]
- Long Term Care Settings & Adult and Senior Care Facilities[13]

*After March 11, the universal masking requirement for K-12 and Childcare settings will terminate. CDPH strongly recommends that individuals in these settings continue to mask in indoor settings when the universal masking requirement lifts. For additional information on types of masks for children, the most effective masks, and ensuring a well-fitted mask, individuals should refer to CDPH Masks for Kids: Tips and Resources.

**In certain healthcare situations or settings surgical masks are required. See State Health Officer Order, issued on July 26, 2021, for a full list of high-risk congregate and other specifically enumerated healthcare settings where surgical masks are required for unvaccinated workers. The Order also includes 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.

Additionally, masks **are strongly recommended for all persons, regardless of vaccine status**, in indoor public settings and businesses (examples: retail, restaurants, theaters, family entertainment centers, meetings, state and local government offices serving the public). Surgical masks or higher-level respirators (e.g., N95s, KN95s, KF94s) with good fit are highly recommended.

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.

*Guidance for Businesses, Venue Operators or Hosts

In settings where masks are strongly recommended, businesses, venue operators or hosts should consider:

- Providing information to all patrons, guests and attendees regarding masking recommendations for all persons, regardless of vaccine status.

- Providing information to all patrons, guests and attendees to consider better fit and filtration for masks [Surgical masks or higher-level respirators (e.g., N95s, KN95s, KF94s) with good fit are recommended over cloth masks].
- Requiring all patrons to wear masks, especially when risk in the community may be high, or if those being served are at high-risk for severe disease or illness.
- Requiring attendees who do not provide proof of vaccination to enter indoor Mega Events to continue masking during the event, especially when not actively eating or drinking.

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] Rader B, White LF, Burns MR, et al. Mask-wearing and control of SARS-CoV-2 transmission in the USA: a cross-sectional study. *The Lancet Digital Health*. 2021;3(3):e148–e157.

[2] Andrejko KL, Pry JM, Myers JF, et al. Effectiveness of Face Mask or Respirator Use in Indoor Public Settings for Prevention of SARS-CoV-2 Infection — California, February–December 2021. *MMWR Morb Mortal Wkly Rep*. ePub: 4 February 2022

[3] Jehn M, McCullough JM, Dale AP, Gue M, Eller B, Cullen T, Scott SE. Association between K–12 school mask policies and school-associated COVID-19 outbreaks — Maricopa and Pima Counties, Arizona, July–August 2021. *MMWR Morb Mortal Wkly Rep*. 2021; 70(39);1372–1373.

[4] Budzyn SE, Panaggio MJ, Parks SE, Papazian M, Magid J, Eng M, Barrios LC. Pediatric COVID-19 cases in counties with and without school mask requirements — United States, July 1–September 4, 2021. *MMWR Morb Mortal Wkly Rep*. 2021; 70(39);1377–1378.

[5] CDC Requirement for Face Masks on Public Transportation Conveyances and at Transportation Hubs

[6] CDC Guidance for COVID-19 Prevention in K-12 Schools

[7] CDC COVID-19 Guidance for Operating Early Care and Education/Child Care Programs

[8] CDC's Interim Guidance for General Population Disaster Shelters During the COVID-19 Pandemic

[9] CDC COVID-19 and Cooling Centers

[10] CDC Interim Infection Prevention and Control Recommendations for Healthcare Personnel During the Coronavirus Disease 2019 (COVID-19) Pandemic

[11] CDC Interim Guidance on Management of Coronavirus Disease 2019 (COVID-19) in Correctional and Detention Facilities

[12] CDC Interim Guidance for Homeless Service Providers to Plan and Respond to Coronavirus Disease 2019 (COVID-19)

[13] CDC Nursing Homes and Long-Term Care Facilities

California Department of Public Health
PO Box, 997377, MS 0500, Sacramento, CA 95899-7377
Department Website (cdph.ca.gov)



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.

CITY OF PORTERVILLE
UTILITIES
PAST DUE BALANCES

	AS OF 3/31/2020	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	AS OF 1/31/2022	AS OF 2/28/2022	Mar20-Feb22 Difference
WATER	\$155,942	\$463,170	\$470,677	\$503,738	\$481,955	\$543,626	\$602,471	\$559,589	\$618,746	\$667,294	\$694,291	\$747,471	\$591,529
SEWER	171,185	283,873	305,374	292,298	282,188	300,471	320,062	331,194	334,051	366,171	389,803	398,855	227,670
REFUSE	155,172	253,119	273,951	262,133	248,199	267,486	282,828	297,209	295,806	322,769	342,859	341,901	186,729
	<u>\$482,299</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>\$1,426,953</u>	<u>\$1,488,227</u>	<u>\$1,005,928</u>
<u>ESTIMATED PENALTIES</u>		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	AS OF 1/31/2022	AS OF 2/28/2022	
WATER		\$136,401	\$138,598	\$145,220	\$132,986	\$147,937	\$145,259	\$145,534	\$163,842	\$186,404	\$203,355	\$222,184	
SEWER		75,827	84,055	79,686	73,592	78,818	77,245	83,940	88,486	99,398	109,316	112,388	
REFUSE		68,561	75,935	71,125	65,677	70,806	68,894	75,323	78,977	87,793	95,999	95,623	
		<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>	<u>\$408,670</u>	<u>\$430,194</u>	
TOTALS		<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>	<u>\$1,835,623</u>	<u>\$1,918,421</u>	

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.

Vaccination Incentive Report

	KIUG Event	Roundup 1	Roundup 2	Roundup 3	Roundup 4	Veteran's Day	Roundup 5	Christmas Parade	Roundup 6	Roundup 7	Roundup 8	Roundup 9	Roundup 10	Total
	Aug. 19, 2021	Aug. 27, 2021	Sept. 16-18, 2021	Oct. 7-9, 2021	Oct. 28-30, 2021	Nov. 11, 2021	Nov. 18-20, 2021	Dec. 4, 2021	Dec. 9-11, 21	Jan. 6-8, 22	Jan. 27-29	Feb. 17-19	March 10-12	Amount per Vendor
2.0 Coffee Co.														\$20,000
Airway Café			\$400	\$4,600			\$1,000	\$1,700	\$800	\$4,500	\$400	\$1,200	\$5,400	\$5,000
All Valley Uniforms														\$5,000
Calico Mermaid						\$700	\$1,100	\$400	\$300	\$2,500				\$5,000
Chaguito's Bakery			\$2,500	\$2,500	\$5,000	\$900	\$600	\$400	\$400	\$400	\$300	\$300	\$1,700	\$5,000
China's Alley			\$1,100	\$3,900	\$5,000		\$5,000		\$4,100	\$5,900	\$8,400	\$6,600	\$10,000	\$45,000
Country Pleasures						\$1,200	\$1,000	\$1,600	\$1,100	\$100	\$2,400	\$3,700	\$6,300	\$35,000
Del Delicious	\$500			\$3,000										\$5,000
Don Vinos	\$500	\$3,000	\$2,700	\$7,300	\$5,000		\$5,000	\$2,900	\$2,900	\$15,500	\$2,900	\$2,900	\$15,800	\$3,500
El Iacalito		\$2,000	\$3,200	\$6,800	\$5,000		\$10,000	\$7,600	\$7,600	\$12,400	\$9,900	\$7,200	\$7,900	\$63,500
El Nuevo Mexicali (Main St)	\$500		\$2,200	\$2,800	\$5,000		\$5,000	\$3,000	\$3,000	\$17,000	\$4,900	\$5,100	\$10,000	\$72,000
El Nuevo Mexicali (Pros.)		\$2,000			\$5,000		\$9,600	\$400	\$1,600	\$8,400	\$6,800	\$5,200	\$3,000	\$55,500
El Tapatio	\$500		\$5,000	\$5,000	\$5,000		\$10,000	\$10,000	\$10,000	\$10,000	\$15,000	\$10,000	\$5,000	\$42,000
Earth Angel						\$400	\$400	\$500	\$500	\$2,100	\$300	\$400	\$400	\$75,500
Giovanni's Pizzeria	\$500		\$5,000	\$5,000	\$5,000	\$500	\$5,000	\$900	\$2,700	\$12,300	\$10,000	\$10,000	\$10,000	\$5,000
Good Times Barbershop						\$500	\$400	\$900	\$200	\$1,200	\$800	\$5,000		\$65,500
Habi Sushi			\$5,000	\$5,000	\$5,000		\$5,000	\$9,000	\$9,000	\$6,000	\$10,000	\$5,000		\$50,000
Hair and Nails by Veronica														\$500
Hergesheimer's Donuts				\$1,000	\$1,500		\$500	\$2,500	\$400	\$1,600	\$1,400	\$1,400	\$2,200	\$12,500
Hue Salon						\$100	\$1,200	\$2,300	\$500	\$900				\$5,000
Java Express		\$2,500	\$4,000	\$1,000	\$10,000		\$7,400	\$2,600	\$400	\$10,000	\$12,300	\$2,700	\$10,000	\$60,000
Mom's U Bake				\$5,000	\$5,000		\$1,100	\$3,500	\$400	\$5,000		\$1,500	\$8,500	\$32,500
Nails by Melanie		\$3,000	\$5,000		\$2,800	\$500	\$5,000	\$5,000		\$5,000	\$4,600	\$2,000	\$3,400	\$13,000
Nanlangka			\$1,500	\$3,500	\$5,000		\$3,600	\$1,400		\$5,000				\$27,800
Pho Sho														\$5,000
Plano Jerky														\$5,000
Poor Richard's Pizza						\$5,000	\$1,800	\$7,100	\$900	\$200	\$4,300	\$3,600	\$2,100	\$25,000
Porterville Grocery Outlet			\$4,400	\$5,600	\$15,000		\$20,000	\$47,200	\$900	\$12,800	\$16,600	\$16,600	\$3,400	\$125,000
RJ's Café			\$700	\$4,300	\$5,000		\$1,800	\$3,200	\$4,200	\$4,200	\$800	\$900	\$4,100	\$25,000
Rosa's Italian Restaurant			\$300	\$4,700	\$5,100					\$5,000	\$3,100	\$1,900	\$5,000	\$25,100
Shell's Home and Garden													\$1,000	\$1,000
Shop Luvely Boutique						\$200	\$4,000	\$800						\$5,000
Stafford's	\$600	\$400	\$3,000	\$7,000	\$8,600		\$1,400		\$5,300	\$15,500	\$7,900	\$1,300	\$10,000	\$5,000
Subway	\$2,800	\$3,200	\$10,000	\$5,000	\$10,000		\$10,000	\$10,000	\$10,000	\$15,000	\$20,000	\$13,300	\$6,700	\$61,000
Super Burger			\$5,000	\$5,000	\$5,000		\$3,500							\$106,000
Taco Rico							\$10,000	\$6,900	\$6,900	\$13,100	\$15,000	\$9,900	\$15,100	\$75,000
Thai Kitchen		\$2,000	\$1,100	\$3,900	\$5,000		\$7,500	\$2,500	\$3,400	\$6,600	\$8,400	\$1,600	\$10,000	\$52,000
The Anvil		\$2,500	\$1,500	\$3,500	\$10,000			\$1,700	\$1,700	\$19,100	\$4,800	\$2,200	\$2,200	\$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	\$700	\$7,200	\$2,800	\$12,700	\$7,300	\$20,000	\$81,500
Tony's Pizza			\$5,000	\$5,000	\$5,000			\$5,000	\$5,000		\$10,000		\$10,000	\$35,000
Town & Country Market		\$5,000	\$19,200	\$5,800	\$55,000		\$60,000	\$60,000	\$60,000	\$50,000	\$48,400	\$31,600	\$60,000	\$395,000
Two Mada's										\$1,100				\$1,100
Wink Boutique						\$2,000	\$3,000							\$5,000
Total:	\$7,400	\$25,600	\$86,800	\$117,200	\$208,000	\$12,700	\$212,000	\$32,500	\$193,900	\$275,300	\$226,200	\$156,200	\$249,200	\$1,803,000
Vaccines	74	357	795	1249	2046	133	2157	329	1980	3061	2519	1761	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 April 14, 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 15th day of March, 2022.

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____

Patrice Hildreth, Chief Deputy City Clerk