



AMENDED CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET, PORTERVILLE, CA 93257
and PARADISE POINT, HOTEL LOBBY -1404 VACATION ROAD,
SAN DIEGO, CA 92109
APRIL 18, 2023, 5:30 PM

The City of Porterville is allowing for and encouraging electronic participation at City Council Meetings. 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 – AMENDED City Council Meeting of April 18, 2023

Please use the following link below to join the webinar:

<https://us06web.zoom.us/j/83025797492?pwd=bWVldGh4TURBRVFaa2dPVnkyeUt3UT09>

Or via Telephone: **1-669-900-6833** Webinar ID: **830 2579 7492** Passcode: **497954**

Call to Order

Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 302-110-073. Agency Negotiator: John Lollis and Jason Ridenour. Negotiating Parties: City of Porterville and Robert C. and Gail L. Nuckols (TRS Family Trust). Under Negotiation: Terms and Price.

2 - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis, Patrice Hildreth and Yuliana Andrade. Employee Organizations: Porterville City Firefighters Association, Porterville City Employees Association, Management & Confidential Series, and all unrepresented management employees.

3 - Government Code Section 54956.95 – Liability Claim: Claimant: Miguel and Anna Moreno. Agency claimed against: City of Porterville.

4 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Rae Dean Strawn v. Bruce Sokoloff et al., U.S. District Court, Eastern District, Case No. 1:22-CV-1245 AWI EPG.

5 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Cecilia Chavez et al. v. City of Porterville et al., U.S. District Court, Eastern District, Case No. 22-cv-00794-ADA-SKO.

6 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel - Existing Litigation: Anthony Luckey v. City of Porterville et al., U.S. District Court, Eastern District, Case No. 1:23-CV-00551-ADA-BAM.

7 - Government Code Section 54956.9(d)(1) - Conference with Legal Counsel - Existing Litigation: Ana Isabel Moreno v. City of Porterville et al., U.S. District Court, Eastern District, Case No. 1:23-CV-00541-JLT-SKO.

8 - Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Two (2) cases in which facts are not yet known to potential plaintiff.

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

10 - Government Code Section 54957 – Threat to Public Services or Facilities: Consultation with Jake Castellow, Porterville EOC Incident Commander.

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

Pledge of Allegiance Led by Council Member Beltran

Invocation

PRESENTATIONS

Tulare County Economic Development Corporation

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.

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 - April 6, 2023
 2. Library & Literacy Commission - April 11, 2023
 3. Arts Commission
 4. Animal Control Commission - April 13, 2023
 5. Youth Commission - April 12, 2023
 6. Transactions and Use Tax Oversight Committee (TUTOC)

II. Staff Informational Reports

1. Water Conservation Phase IV Status Update - March 2023
2. Spring Clean-up Event

CONSENT CALENDAR

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

1. **City Council Minutes of December 06, 2022, and April 04, 2023.**
Re: Considering approval of the City Council Meeting draft Minutes of December 06, 2022, and April 04, 2023.
2. **Authorization to Purchase Specialized Equipment - Laboratory Refrigerators**
Re: Consideration to award the purchase of three laboratory refrigerators to Fisher Scientific for an amount not to exceed \$23,639 which includes taxes, fuel charge and a ten percent (10%) contingency.
3. **Renewal of Sophos Endpoint and Email Security**
Re: Consideration to approve the current renewal of Sophos Intercept X with XDR/EDR and Email Advanced from GovConnection, Inc. for three years at a cost of \$29,398.18; and approve the option to renew the Sophos subscription for an additional three years for a total of six years coverage to take advantage of end of the year discounts that will save costs.
4. **Acceptance of Project - Island Annexation Area 478B & C Sewer Project**
Re: Consideration to accept the Sewer Projects as complete in Annexation Area 478B (generally along West North Grand Avenue to the north and Pioneer Avenue to the south between North Prospect Street to the west and State Route 65 to the east) and 478C (generally in the area south of Harrison Avenue and along Olive Avenue between Road 222 to the west and Westwood Street to the east).
5. **Authorization to Distribute Request for Proposals to Update the Public Health & Safety Element and Preparation of an Environmental Justice Element to the Porterville 2030 General Plan**
Re: Consideration to authorize staff to distribute a Request for Proposals for the update to the Public Health & Safety Element and preparation of an Environmental Justice Element to the City's 2030 General Plan.
6. **Intent to Set a Public Hearing to Consider Annual Adjustment of Fees by Application of the Engineering News-Record Cost Index**
Re: Consideration to set a Public Hearing for June 13, 2023, pursuant to Government Code Section 66016, to consider the implementation of the City's Impact Fee ENR Cost Index auto escalator.
7. **Authorization to Execute Consultant Agreement with 4Creeks, Inc - Veterans Park Multi-Use Trail, Phase 2**
Re: Consideration to authorize the Engineering & Project Management Director to execute the Consultant Service Agreement for the design of Phase 2 of the Veterans Park Multi-Use Trail, with 4Creeks, Inc. in the amount of \$132,355.

8. **Authorization of Temporary Overflow Parking on City Property**
Re: Consider authorization for temporary parking at the Porterville Sports Complex and City property adjacent to the east of the Porterville Fairgrounds in support of the opening of the new Eagle Mountain Casino the days of April 20 - 23 and May 5 - 14, 2023.
9. **Resolution Approving Side Letter with Porterville City Employees Association and Management and Confidential Series Employees Concerning Class A Driver's License Incentive Pay**
Re: Consideration of approving a draft Resolution to establish incentive pay for employees in certain classifications for attaining and retaining a Class A Driver's License.
10. **Out-of-State Travel for Fallen Firefighter Memorial**
Re: Consideration to authorize travel by City representatives to Emmitsburg, Maryland; and approve up to \$4,000 in anticipated travel expenses from the Fire Department's annual budget.
11. **Status and Review of Local Drought Emergency**
Re: Considering approval of the continuance of the Declaration of Local Emergency.

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

PUBLIC HEARINGS

12. **Substantial Amendment to the 2022/2023 Action Plan for use of Community Development Block Grant (CDBG) Funds and Program Income**
Re: Consideration of a draft Resolution approving the use of Community Development Block Grant Funds with proposed changes for the 2022/2023 Program Year Entitlement and Program Income Allocations.
13. **Community Development Block Grant 2023/24 Action Plan**
Re: Consideration to adopt the draft Resolution approving the 2023/24 Action Plan.

SCHEDULED MATTERS

14. **Agreement for the Provision of Recycled Water and Provisional Domestic Water for the Tule River Tribe Development Project**
Re: Consideration of the draft Agreement, provide any additional direction, and authorize the execution of the Agreement subject to approval by the City Manager and City Attorney.
15. **Review of City Participation in the Tulare County Regional Transit Agency**
Re: Review and consideration of the City's continued participation in the Tulare County Regional Transportation Agency.
16. **Status and Review of Declaration of Local Flood Emergency**
Re: Review of the Declaration of Local Emergency made on March 13, 2023, concerning the significant weather event and impacts or likely impacts relative to increased flow of the Tule River; and ratify the emergency expenditures of \$6,417.70 for Water Rescue Equipment for the Fire Department, and \$13,151 for the 30-day rental of two mobile shower and restroom units for the Armory temporary evacuation point and emergency shelter.

AB 1234 REPORTS

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

1. Local Initiatives Navigation Center (LINC) Committee - April 5, 2023
2. Eastern Tule Groundwater Sustainability Agency (ETGSA) - April 6, 2023
3. AB 1234 Training - April 7, 2023
4. Tulare County Water Commission - April 10, 2023
5. Tulare County Regional Transit Authority (TCRTA) - April 12, 2023
(RESCHEDULED)
6. Police Officer Swearing In Ceremony - April 13, 2023
7. CalVans Board - April 13, 2023 (CANCELLED)
8. Friant Water Authority 2023 Annual Meeting - April 13, 2023
9. Tulare County Association of Governments (TCAG)/Tulare County Transportation Authority (TCTA) Board - April 17, 2023

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 May 2, 2023, at 5:30 p.m.

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 – APRIL 18, 2023

SUBJECT: 1. Water Conservation Phase IV Status Update - March 2023

SOURCE: Public Works

COMMENT: The City has continued to implement an active water conservation approach, 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 October 1, 2022. The Water Conservation Plan applies to all municipal water users within or outside the city limits.

The Phase III plan limits outdoor watering to two days per week, with "odd" addresses allowed to water on Tuesday and Saturday and "even" addresses allowed to water 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 outdoor landscaping is prohibited during and within forty-eight (48) hours after measurable rainfall, which is now defined as greater than 0.01 inch.

Effective October 1, 2022, the City transitioned to Phase IV of its Water Conservation Plan. The Phase IV plan limits outdoor watering to one day per week, with "odd" addresses allowed to water on Saturday and "even" addresses allowed to water 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 outdoor landscaping is prohibited during and within forty-eight (48) hours after measurable rainfall, which is now defined as greater than 0.01 inch.

Violations of prohibited activities are considered infractions and are punishable by fines of up to \$500 for each day 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 respond to enforcement by issuing a Notice of Violation for all witnessed occurrences, and staff will process all reported issues. Enforcement statistics for March 2023 show that one notice of violation was issued for water wasting, and two administrative citations were issued.

Water production for March 2023 reflects a twelve percent (12%) decrease to the 5-year average. The monthly production for March was 164 million gallons, which is a twenty-one percent (21%) decrease compared to March 2013 at 209 million gallons. Residential consumption for March 2023 was sixty-one (61) 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 evaluate 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 production for the City of Porterville's conservation efforts will be reflected from June 2015 through March 2023. Porterville's cumulative total production conservation through March 2022 is twenty (20%). The cumulative total of GPCD for the City of Porterville's conservation efforts will be reflected from June 2015 through March 2023. Porterville's cumulative total GPCD conservation through March 2023 is twenty-four percent (24%).

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 on 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, and 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 requires 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 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 excessive drought conditions. Water production for the City system shows a twenty-five percent (25%) decrease from March 2022 to March 2023. California Governor Gavin Newsom issued another Executive Order N-7-22 on March 28, 2022, to address drought conditions after the driest first three months of a year in recorded history. EO N-7-22 requires that each water supplier implements, at a minimum, the shortage response actions adopted under section 10632 of the Water Code for a shortage level of up to twenty percent (Level 2). The City of Porterville's Water Conservation Plan Phase IV meets the requirements for this shortage (Level 2). California Governor Gavin Newsom signed Executive Order N-3-23 on February 13, 2023, stating the state has experienced one of the wettest three-week periods on record. With this order, California Governor Gavin Newsom removed the need to voluntarily reduce water use by fifteen percent (15%), as stated in the previous Executive Order N-10-21.

RECOMMENDATION: Information Only

ATTACHMENTS: 1. Monthly Production Status March 2023

2. Monthly Production Status GPCD March 2023
3. Drought Response Phase IV Flyer

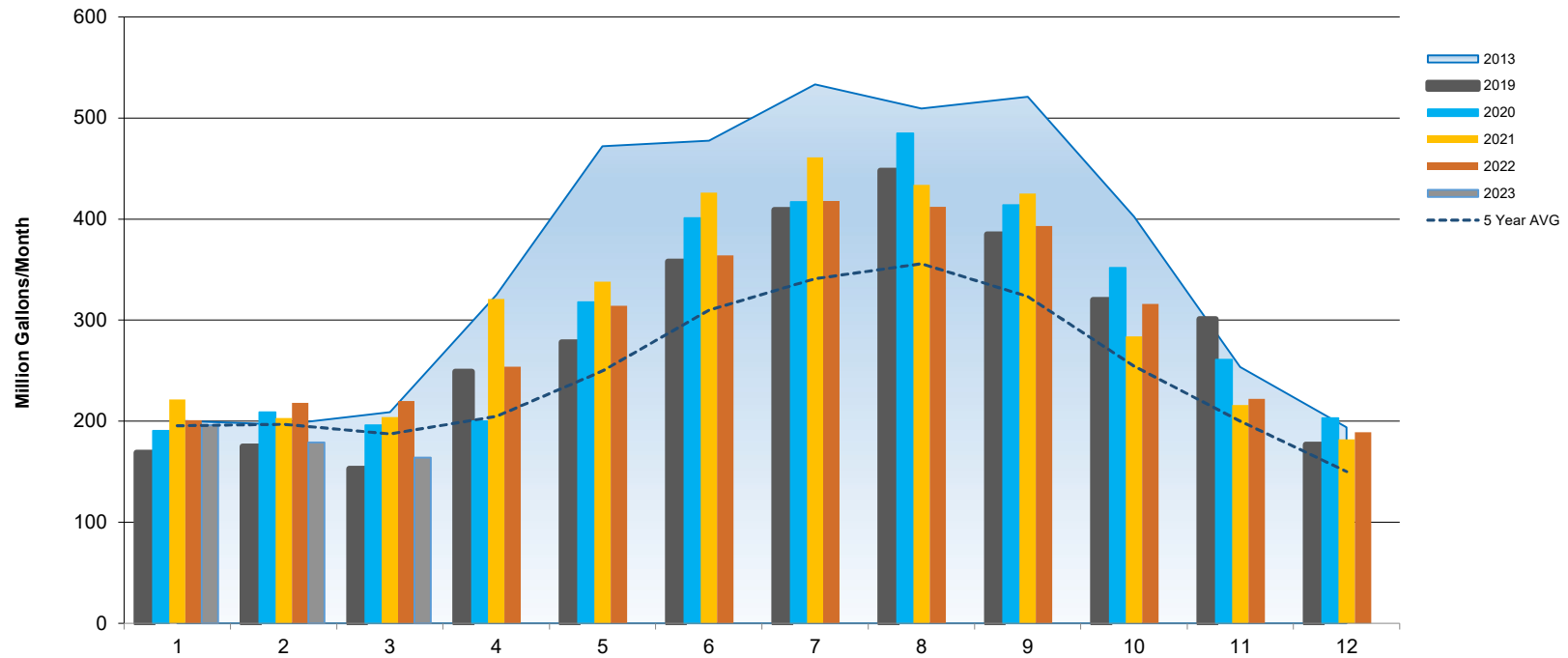
Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

**Monthly Production Status & Cumulative Total June 2015 Through
March 2023 Production Comparison to 2013 & 5 Year Average**

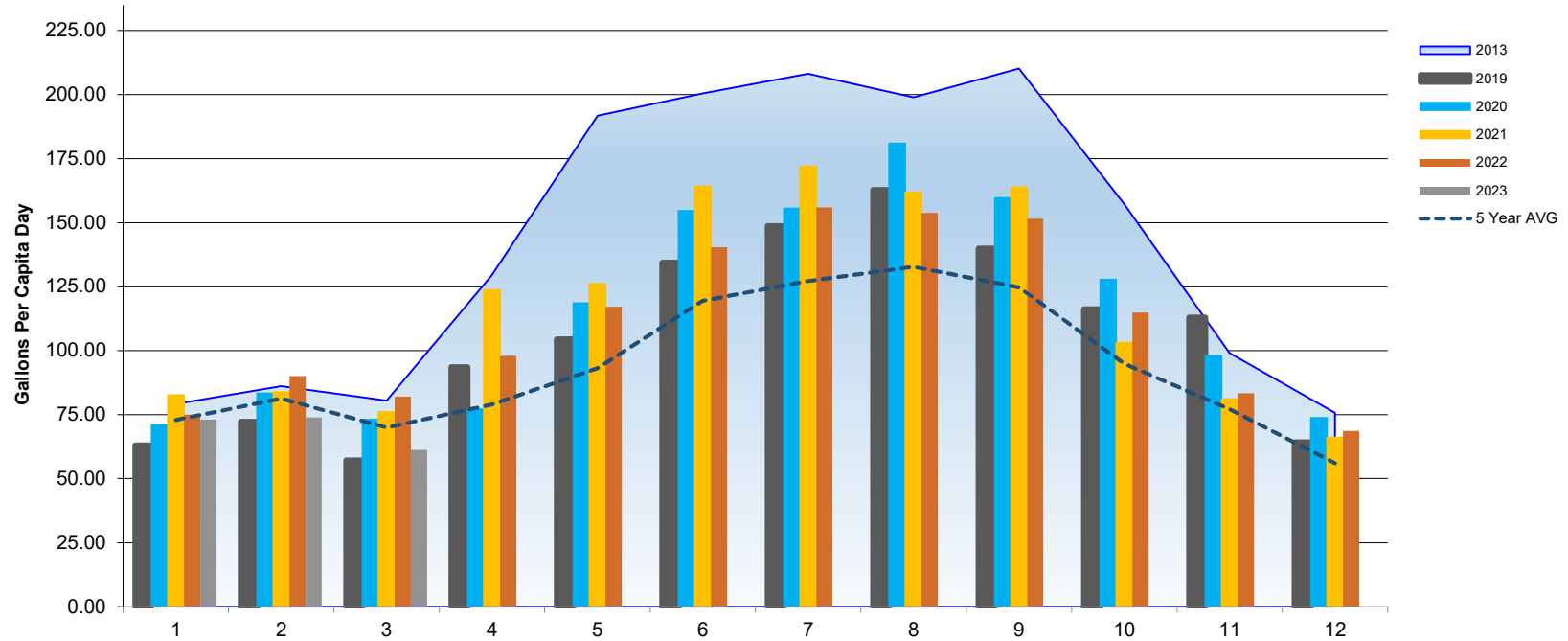


Production Cumulative Total 20%

2019	16%	-11%	-27%	-23%	-41%	-25%	-23%	-12%	-26%	-20%	19%	-9%
2020	-5%	6%	-6%	-38%	-33%	-16%	-22%	-5%	-21%	-13%	3%	5%
2021	11%	3%	-2%	-1%	-28%	-11%	-14%	-15%	-18%	-29%	-15%	-6%
2022	0%	11%	5%	-22%	-33%	-24%	-22%	-19%	-25%	-21%	-13%	-3%
2023	-2%	-18%	-31%									

Percent Comparison to 2013 Production

**Monthly Production Status & Cumulative Total June 2015 Through
March 2023 Gallon Per Capita Day Comparison to 2013 & 5 Year Average**



	2019	-20%	-16%	-29%	-28%	-46%	-33%	-29%	-18%	-33%	-26%	14%	-15%
	2020	-10%	-3%	-9%	-40%	-38%	-23%	-25%	-9%	-24%	-19%	-1%	-3%
	2021	4%	-3%	-5%	-4.4%	-34%	-18%	-17%	-19%	-22%	-34%	-18%	-13%
	2022	-5%	4%	2%	-24.3%	-39%	-30%	-25%	-100%	-28%	-27%	-16%	-9%
	2023	-19%	-29%	-21%									

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 – APRIL 18, 2023

SUBJECT: 2. Spring Clean-up Event

SOURCE: Public Works

COMMENT: To encourage local property maintenance and beautification, the City sponsors two clean-up events every year, the first in the Spring and the second in the Fall. These events offer City residential refuse customers free disposal of general trash, mattresses, bulky items, woodwaste, yard clippings, and e-waste at the City's Corporation yard. City residents are required to bring a current City of Porterville refuse bill as proof of residency. Business or commercial waste is not allowed. Trailers will be limited to no longer than ten (10) feet, and participants will be required to unload their own vehicle. Items not accepted will include tires, refrigerators, and any type of hazardous waste.

The Spring clean-up event is scheduled for April 22, 2023, as approved by the City Council at its meeting on February 21, 2023. This event will occur from 8:00 a.m. until 2:00 p.m. As in the past, the events are open to all residents receiving City residential refuse service. The cost for this event is funded through the Solid Waste Operating Budget.

RECOMMENDATION: Information Only

ATTACHMENTS: 1. Spring 2023 Clean Up Event Flyer (English)
2. Spring 2023 Clean-Up Event Flyer (Spanish)

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

Spring 2023

FREE COMMUNITY CLEAN-UP & DISPOSAL EVENT



FOR MORE INFORMATION CALL 559-782-7513 OR VISIT WWW.CI.PORTERVILLE.CA.US



SATURDAY, APRIL 22, 2023

FROM 8:00 AM to 2:00 PM

555 N. PROSPECT ST., PORTERVILLE, CA 93257

CURRENT CITY OF PORTERVILLE REFUSE BILL IS REQUIRED

Trailers will be limited up to 10 feet.

Participants will be required to unload their own vehicle.

PLEASE NOTE: City residents only. No county, business or commercial waste allowed.

NO CHILDREN OR PETS ALLOWED OUTSIDE OF YOUR VEHICLE

ACCEPTABLE ITEMS:

Greenwaste: Tree Limbs, Branches, Yardwaste (Not to exceed 10 feet)

Household Waste: Household Trash, Furniture, Scrap Metal, Mattress/Box Springs

E-Waste: Computers, Laptops, Monitors, Televisions, Cell Phones, Tablets.

Construction & Demolition: Concrete, Dirt, Wood

UNACCEPTABLE ITEMS:

Household Hazardous Waste (Batteries, Paint, Oil, Oil Filters, Fluorescent Bulbs),

Tires, Refrigerators, Oversized Auto Parts (Cab, truck bed, etc.)

TULARE COUNTY HOUSEHOLD HAZARDOUS & E-WASTE

**One Day Clean-Up Event at Tulare County Fire Station,
22315 Ave 152, Porterville, from 8:00 a.m. to 12:00 p.m.**

- No agricultural or business waste, explosives, radioactive materials, bio-waste, or asbestos will be accepted.
- By law, an individual may not transport more than 15 gallons or 125 pounds of hazardous waste to a mobile collection facility.
- For more information, call Tulare County Environmental Health: (559) 624-7400 or visit www.tularecountyeh.org
- For a list of used oil collection centers near you, call 1-800-CLEANUP

These Items May Be Disposed Of At No Cost:

- Computers/Monitors
- Cell Phones/Televisions
- Automotive Batteries
- Automotive Fluids & Anti-freeze
- Fluorescent Lamps & Tubes
- Garden Chemicals/ Pesticides
- Household Batteries
- Household Cleaners/Poisons
- Pool Chemicals
- Paints/Solvents/Aerosol Cans
- Used Motor Oil & Filters/
Gasoline

PRIMAVERA 2023 EVENTO COMUNITARIO DE LIMPIEZA Y ELIMINACIÓN



PARA MAS INFORMACIÓN LLAME AL 559-782-7513 O VISITE WWW.CI.PORTERVILLE.CA.US



SÁBADO, ABRIL 22, 2023

DE 8:00 AM a 2:00 PM

555 N. PROSPECT ST., PORTERVILLE, CA 93257

REQUIERE FACTURA DE BASURA ACTUAL DE LA CIUDAD DE PORTERVILLE

Se limitarán las trailas a 10 pies.

Los participantes deben descargar su propio vehículo.

TENGA EN CUENTA: Solo clientes residenciales. No se permiten residuos de negocios o comerciales.

NO SE ADMITEN NIÑOS O MASCOTAS FUERA DE SU VEHÍCULO

ARTÍCULOS ACEPTABLES:

Basura: Ramas de Árboles, Ramas, Desechos de Jardín (No exceder 10 pies)

Desechos Domésticos: Basura Doméstica, Muebles, Chatarra, Colchones/Canapés

Residuos Electrónicos: Computadoras, Portátiles, Pantallas, Televisores, Celulares, Etc.

Construcción y Demolición: Cemento, Tierra, Madera

ARTÍCULOS INACEPTABLES:

Residuos Peligrosos Del Hogar (Pilas, Pinturas de Látex, Aceite y Filtros de Aceite, Lámparas

Fluorescentes, Llantas, Refrigeradores, Partes de autos de tamaño grande (Cabina, Plataforma de Camioneta, etc.)

RESIDUOS PELIGROSOS DOMÉSTICOS & ELECTRÓNICOS DEL CONDADE TULARE

**Evento de Limpieza de Un Día en la Estación de Bomberos del
Condado de Tulare,
22315 Ave 152, Porterville, 8:00 a.m. - 12:00 p.m.**

- No se aceptarán residuos agrícolas o empresariales, explosivos, materiales radiactivos, biorresiduos o amianto.
- Es contra la ley, que una persona transporte más de 15 galones o 125 libras de desechos peligrosos a una instalación móvil de colección.
- Para más información, llame al Departamento de Salud Ambiental del Condado de Tulare: (559) 624-7400 o visite www.tularecountveh.org
- Para obtener una lista de los centros de recolección de aceite usados cerca de usted, llame al 1-800-CLEANUP.

Se Puede Deshacerse de Estos Artículos Sin Costo Alguno:

- Computadoras/Pantallas
- Teléfonos Celulares/Televisores
- Baterías de Automóviles
- Fluidos y Anticongelantes para Automóviles
- Lámparas y Tubos Fluorescentes
- Químicos de jardín/ pesticidas
- Pilas
- Limpiadores Domésticos/Venenos
- Químicos para Piscina
- Pinturas/Disolventes/Contenedores de Aerosol
- Aceite y Filtros de Aceite/Gasolina



CITY COUNCIL AGENDA – APRIL 18, 2023

SUBJECT: City Council Minutes of December 06, 2022, and April 04, 2023.

SOURCE: Administrative Services

COMMENT: Staff has prepared the draft minutes for December 06, 2022, and April 04, 2023.

RECOMMENDATION: That the Council approve the draft Minutes of December 06, 2022, and April 04, 2023.

ATTACHMENTS:

1. 2022-12-06 Draft Minutes
2. 2023-04-04 Draft Minutes

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, Deputy City Manager

Final Approver: Patrice Hildreth, Deputy City Manager

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
DECEMBER 6, 2022, 5:30 PM**

Call to order @ 5:30 pm

Roll Call: Councilmember Donald Weyhrauch (via teleconference), Councilmember Lawana Tate, Councilmember Milt Stowe, Vice Mayor Kellie Carrillo, Mayor Martha A. Flores

ORAL COMMUNICATIONS

None.

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 259-040-047. Agency Negotiator: John Lollis and Jason Ridenour. Negotiating Parties: City of Porterville and Smee Homes, Inc. Under Negotiation: Terms and Price.

2 - Government Code Section 54956.95 – Liability Claim: Claimant: Diego Bedolla. Agency claimed against: City of Porterville.

3 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Strawn v. Sokoloff Et Al., U.S. District Court, Eastern Division, Case No. 1:22-CV-1245 AWI-EPG.

4 - Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant exposure to litigation: Three (3) 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**

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

The Pledge of Allegiance was led by Mayor Martha A. Flores.

Invocation – Councilmember Stowe and a member of the public came forward to give an invocation.

PRESENTATIONS

Introduction Leadership Porterville Class of 2023

Tulare County Regional Transit Agency (TCRTA) Presentation

ORAL COMMUNICATIONS

- Brock Neeley, Porterville, thanked Council Member Milt Stowe and Council Member Lawana Tate for their service to the community.
- Virginia Gurrola, Porterville, thanked Council Member Lawana Tate for her service and lauded staff for everything they do for the City.
- Yalimar Garcia, Porterville, expressed awareness of the Development Block Grant & Housing Advisory Committee and stated the committee should have regular meetings each month, rather than once a year.
- Scott Bowler, Porterville Chamber of Commerce, stated that the Chamber appreciated the Council's consideration to move the Christmas Parade to Thursday, December 8th, due to weather and spoke of recent chambers events such as First Friday Coffee and Chamber Orientation.
- Marco Galina, Porterville, spoke of his desire in the City Council revoking a previously awarded Business of the Year of 2019.

AB 1234 REPORTS

Mayor Flores advised that all AB1234 reports would be made after Scheduled Matters.

CONSENT CALENDAR

COUNCIL ACTION: MOVED by Council Member Milt Stowe, SECONDED by Council Member Donald Weyhrauch that the City Council approve Items Nos. 1-10. The motion carried unanimously.

1. REPLACEMENT OF POLICE VEHICLE

Recommendation: That the City Council;
1. Authorize staff to negotiate the purchase of one police vehicle from National Auto Fleet in the amount of \$43,133.23; and
2. Authorize payment to respective vendor upon receipt of listed equipment.

Documentation: M.O. 01-120622

Disposition: Approved.

2. AUTHORIZATION OF CONSTRUCTION OF CONCRETE SLABS FOR FITNESS EQUIPMENT AT ZALUD PARK

Recommendation: That the City Council authorize the construction of concrete slabs by Advanced Concrete for fitness equipment at Zalud Park in an amount of \$19,815.

Documentation: M.O. 02-120622

Disposition: Approved.

3. Acceptance of Project - Olive Avenue & Newcomb Street Traffic Signal Upgrade Project

Recommendation: That City Council:
1. Accept the Project as complete. and
2. Authorize the filing of the Notice of Completion.

Documentation: M.O. 03-120622

Disposition: Approved.

4. Addendum No. 1 To 4Creeks, Inc. Butterfield Stage Corridor Service Agreement

Recommendation: That the City Council:
1. Authorize the Engineering & Project Management Director to execute Addendum No. 1 to the 4Creeks, Inc. Service Agreement at an agreed upon fee of \$13,000 for the services described herein; and
2. Authorize progress payments up to 100% of the fee amount and authorize a ten percent (10%) contingency to cover unforeseen costs.

Documentation: M.O. 04-120622

Disposition: Approved.

5. RENEWAL OF AIRPORT LEASE AGREEMENT - LOT NO. 49A

Recommendation: That the City Council approve the renewal of the Lease Agreement between the City and Elaine Wall for Lot No. 49A at the Porterville Municipal Airport for a term of ten (10) years.

Documentation: M.O. 05-120622

Disposition: Approved.

6. RENEWAL OF AIRPORT LEASE AGREEMENT AND CONSENT TO SUBLET – LOT NO. 49B

Recommendation: That the City Council:
1. Approve the renewal of the Lease Agreement between the City and Michael Quatacker and Debbie Quatacker for Lot No. 49B at the Porterville Municipal Airport for a term of ten (10) years;
2. Authorize the Lessee, Michael Quatacker and Debbie Quatacker, to sublet airport hangar on Lot No. 49B at the Porterville Municipal Airport to David Sherwood on a month-to-month basis; and
3. Authorize the Mayor to sign the Lessor's Consent to Sublet Airport Hangar Lot No. 49B on behalf of the City.

Documentation: M.O. 06-120622

Disposition: Approved.

7. RENEWAL OF AIRPORT LEASE AGREEMENT - LOT NO. 46C

Recommendation: That the City Council approve the renewal of the Lease Agreement between the City and Michael Quatacker and Debbie Quatacker for Lot No. 46C at the Porterville Municipal Airport for a term of ten (10) years.

Documentation: M.O. 07-120622

Disposition: Approved.

8. COMMUNITY CIVIC EVENT - CHILDREN'S CHRISTMAS PARADE
RESCHEDULING - DECEMBER 8, 2022

Recommendation: That the City Council approve the Rotary Club of Porterville and the Porterville Chamber of Commerce request to reschedule the Children's Christmas Parade to Thursday, December 8, 2022, subject to the restrictions and requirements contained in the Community Civic Event Application and Agreement, Exhibit A and Exhibit B.

Documentation: M.O. 08-120622

Disposition: Approved.

9. REAFFIRM CONDITIONS OF STATE ASSEMBLY BILL 361 TO
CONTINUE REMOTE ATTENDANCE AT PUBLIC MEETINGS

Recommendation: That the City Council consider adoption of the draft Resolution to continue allowing the option to participate in the City's public meetings remotely through the use of the teleconferencing provisions of AB 361.

Documentation: Resolution No. 112-2022

Disposition: Approved.

10. STATUS AND REVIEW OF LOCAL EMERGENCY DROUGHT

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

Documentation: M.O. 09-120622

Disposition: Approved.

PUBLIC HEARINGS

11. GOLF COURSE FEES

Recommendation: That the City Council:

1. Conduct a Public Hearing to solicit comment on the proposed golf course fees; and
2. Consider adoption of the draft Resolution approving the new golf course fees.

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

The Public Hearing opened at 7:07 p.m. and closed at 7:08 p.m. when no one came forward to speak.

COUNCIL ACTION: MOVED by Council Member Stowe, SECONDED by Mayor Flores that the City Council approve the draft resolution approving the new golf course fees. The motion carried unanimously.

Documentation: Resolution No. 113-2022

Disposition: Approved.

SCHEDULED MATTERS

12. CONSIDERATION OF CITY CODE PROHIBITING COMMERCIAL VEHICLES FROM USING CERTAIN STREETS

Recommendation: That the City Council consider and review the City's Code requirements for prohibiting commercial vehicles from using certain streets, specifically E. Yates Avenue, S. Fourth Street, S. Roche Street, and E. Worth Avenue between S. Second Street and S. Plano Street.

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

In response to a Council inquiry, staff clarified the proposed change prohibits larger commercial vehicles such as eighteen wheelers, and that signage would be posted for drivers stating that the road limit for vehicles is not to exceed three or four tons.

COUNCIL ACTION: MOVED by Council Member Donald Weyhrauch, SECONDED by Mayor Martha A. Flores that the City Council approve the draft resolution prohibiting commercial vehicles prohibiting commercial vehicles from using certain streets, specifically E. Yates Avenue, S. Fourth Street, S. Roche Street, and E. Worth Avenue between S. Second Street and S. Plano Street. The motion carried unanimously.

Documentation: Resolution No. 114-2022

Disposition: Approved.

13. MILITARY BANNER PROGRAM BANNER LOCATIONS

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

City Manager Lollis introduced the item and the Leisure Services Specialist Amy Graybehl presented the staff report.

COUNCIL ACTION: MOVED by Council Member Weyhrauch, SECONDED by Council Member Stowe that the City Council approve the recommendation made by the Military Banner Committee to approve street locations of Henderson Avenue (Main to Plano Streets), Morton Avenue (Main to Hillcrest Streets), Jaye Street (Putnam Avenue to State Route 190), Newcomb Street (Mulberry to Morton Avenues), and Putnam Avenue (Carmelita to Plano Street). The motion carried unanimously.

Documentation: M.O. 10-120622

Disposition: Approved.

14. BID RESULTS - TULE RIVER PARKWAY, PHASE 3 PROJECT

Recommendation: That the City Council:
1. Reject all bids; and
2. Authorize staff to re-advertise for bids on the project.

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

COUNCIL ACTION: MOVED by Vice Mayor Carrillo, SECONDED by Council Member Stowe that the City Council reject all bids and authorize staff to re-advertise for bids on the Tule River Parkway, Phase 3 Project. The motion carried unanimously.

Documentation: M.O. 11-120622

Disposition: Approved.

AB 1234 REPORTS

1. Social Services Transportation Advisory Council (SSTAC) - November 8, 2022
Vice Mayor Carrillo reported on her attendance, the approval of minutes, discussions concerning the previous month's ride days report, TransPort Expansion, Genfare Implementation, and a discussion on transportation planning and coordination.

2. Transportation Forum - November 9, 2022

Vice Mayor Carrillo reported on her attendance and topics of discussion including different funding, grants, and programs. She stated a discussion also took place concerning potential FTA funding for Fiscal Year 2022.

3. Police Department Badge Pinning Ceremony - November 16, 2022

Mayor Flores reported on her attendance, noting it what wonderful to be there and see Corporal Carlos Ochoa, promoted to Sergeant with the support of his family and colleagues.

Council Member Stowe congratulated Carlos Ochoa on his promotion and said he's known him since he was a little boy and has watched him grow up, and that he is proud of him and the department.

Council Member Weyhrauch recognized Carlos Ochoa for accepting the position, and lauded the City's leadership team in the Police Department for developing quality candidates.

4. Mighty 190 Committee - November 16, 2022

Council Member Tate reported on her attendance and stated it was amazing to see all the different levels of departments and businesses working together to promote tourism.

5. Tulare County Homeless Task Force - November 16, 2022

Mayor Flores reported on those in attendance, the adoption of a resolution to allow for remote meetings, the approval of minutes, the cancellation of the December 21st meeting, and a presentation by Noah Whitaker on updates on the Project Room Key and Home Key.

6. Council of Cities - November 16, 2022 – Cancelled.

7. Library Facility Planning Committee - November 17, 2022

Vice Mayor Carrillo reported on the approval of minutes, and presented new library updates such as the city's acquisition of the parcel across the street from the South Valley Justice Center and of the Request for Qualifications on the design of the new library.

8. Porterville Chamber of Commerce Annual Installation & Awards Show - November 18, 2022

Mayor Flores reported on those in attendance and thanked Adonis Nuckols for setting things up for the event. Mayor Flores also acknowledged all of the nominees in all the categories and congratulated the many recognized individuals and businesses nominated for awards.

9. TCAG/Tulare County Transportation Authority (TCTA) Board - November 21, 2022 – Cancelled.

10. Community Christmas Tree Lighting Ceremony - November 25, 2022

Mayor Flores stated that the event was very magical and stated that she enjoyed seeing everyone who attended.

11. Military Banner Committee - November 29, 2022

Vice Mayor Carrillo reported on the approval of minutes; spoke of the opening of the 2023 application period, process, the cost of banners, and new locations for banners.

12. Internal City Audit Committee - November 30, 2022

Mayor Flores reported on those in attendance, the approval of minutes, a review of the Barn Theater Agreement, a review of the Kiwanis Club Agreement, and review of the Comision Honorificana Americana Agreement.

13. Eastern Tule Groundwater Sustainability Agency (ETGSA) - December 1, 2022

Council Member Weyhrauch reported on the approval of minutes; the review of financial statements; and several discussion items under the administration items.

14. Porterville Chamber of Commerce First Friday Coffee - December 2, 2022

Council Member Stowe stated he had the privilege of attending the First Friday Coffee event and said the mayor gave an outstanding job of presenting the State of the City Address.

Mayor Flores thanked everyone involved in the preparation and making of the State of the City Address successful. Flores also thanked Council Member Elect Raymond Beltran and Greg Meister for their attendance and stated it's always an honor and privilege to share with the community everything that is done in the city.

ORAL COMMUNICATIONS

- Brock Neeley, Porterville, inquired about the status of the planned hotel behind Burger King on Henderson Avenue and asked if any of the Internect kids' plans were going into the design of the new library.

OTHER MATTERS

- Council Member Tate reflected on everything the City Council had accomplished the prior year and noted that she had been unable to attend the First Friday Coffee event.
- Council Member Weyhrauch thanked the city staff for the professional work they do to steer the community forward and keep the community safe.
- Council Member Stowe voiced his appreciation for his wife for sacrificing her time in being there for him during his time on the Council, spoke of the history of how and why he joined the City Council in that he wished to help clean up the City. He then lauded City Manager John Lollis and staff.
- Vice Mayor Carrillo thanked Council Member Stowe for his words of appreciation and spoke of a recent tour of the Navigation Center by the Tule River Indian Health Center, and her attendance at Olive Elementary School for a discussion and review of the comprehensive School Safety Plan. Vice Mayor Carrillo also thanked Rich Tree for his presentation, Virginia Gurrola for her facilitation of Leadership Porterville, the Parks and Leisure Services Department for all their work, and the Mayor for her time and effort in attending the many events or meetings that she does.

- Mayor Flores spoke of her participation in the Christmas Parade, spoke of her history on the Council, and stated she is very grateful for having served and worked with Council Member Stowe, and thanked him for the conversation he had with her grandson. Mayor Flores also thanked Council Member Tate for being on the Council noting that she was certain she would continue to do community service.
- City Manager Lollis expressed his appreciation to city staff; spoke of an incident at Sierra View District Hospital and of the Police Department's handling of the situation. He then spoke of Leadership Porterville's Local Government Day and the Annual Employee Luncheon. Lollis spoke of the history of when he met and started to work with Council Member Stowe, and showed his appreciation toward him, noting that he was thankful for helping him become a new City Manager.
- City Attorney Lew stated she's known Council Member Stowe since she started her legal career in the valley, thanked him for being an incredible inspiration to her and everyone else present, and stated he will be missed.

CLOSED SESSION

None.

ADJOURNMENT –

The meeting adjourned at 8:30 p.m. to the meeting of December 20, 2022, at 5:30 p.m.

Fernando Gabriel-Moraga, Deputy City Clerk

SEAL

Martha A. Flores, Mayor

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
APRIL 4, 2023, 5:30 PM**

Call to Order at 5:30 p.m.

Roll Call: Councilmember Greg Meister, Councilmember Raymond Beltran,
Councilmember Donald Weyhrauch, Vice Mayor Kellie Carrillo,
Mayor Martha A. Flores

ORAL COMMUNICATIONS

- Felipe Martinez, Porterville, acknowledged the great work of the Council and staff in response to the emergency flood event.

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APNs: 269-050-063, 269-050-064 and 269-050-065. Agency Negotiator: John Lollis and Jason Ridenour. Negotiating Parties: City of Porterville and California Highway Patrol. Under Negotiation: Terms and Price.

2 - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis, Patrice Hildreth and Yuliana Andrade. Employee Organizations: Porterville City Firefighters Association, Porterville City Employees Association, Management and Confidential Series, and all Unrepresented Management.

3 - Government Code Section 54956.95 – Liability Claim: Claimant: Sandra Lopez Hernandez. Agency Claimed Against: City of Porterville.

4 - Government Code Section 54956.95 – Liability Claim: Claimant: Julie Rivera. Agency Claimed Against: City of Porterville.

5 - Government Code Section 54956.95 – Liability Claim: Claimant: Sherri Goodnight. Agency Claimed Against: City of Porterville.

6 - Government Code Section 54956.95 – Liability Claim: Claimant: Alfredo Galindo. Agency Claimed Against: City of Porterville.

7 - Government Code Section 54956.95 – Liability Claim: Claimant: Lisa Marquis. Agency Claimed Against: City of Porterville.

8 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Cecilia Chavez et al. v. City of Porterville et al., U.S. District Court, Eastern District, Case No. 22-CV-00794-ADA-SKO.

9 - Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant exposure to litigation: Two (2) cases in which facts are not yet known to potential plaintiffs.

10 - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Three (3) cases.

11 - Government Code Section 54957 – Threat to public services or facilities: Consultation with Jake Castellow, Porterville EOC Incident Commander.

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

City Attorney Lew reported action pertaining to A-3, A-4, A-5, A-6, and A-7, as follows:

A-3. On a MOTION made by Councilmember Greg Meister, and SECONDED by Vice Mayor Kellie Carrillo the City Council unanimously accepted the claim filed by Sandra Lopez-Hernandez.

Documentation: M.O. 01-040423

Disposition: Claim accepted.

A-5. On a MOTION made by Councilmember Beltran, and SECONDED by Mayor Martha A. Flores the City Council unanimously rejected the claim filed by Sherri Goodnight.

Documentation: M.O. 02-040423

Disposition: Claim rejected.

A-4, A-6, On a MOTION made by Councilmember Weyhrauch, and SECONDED by Vice Mayor and A-7. Kellie Carrillo the City Council unanimously rejected the claims filed by Julie Rivera, Alfredo Galindo, and Lisa Marquis.

Documentation: M.O. 03-040423

Disposition: Claims rejected.

The Pledge of Allegiance was led by Mayor Martha A. Flores.

Invocation – a member of the public came forward to give an invocation.

PRESENTATIONS

Employee Service Awards

- Tonya Childree
- Amy Graybehl

Taskforce on Homelessness Presentation - Claudia Calderon

ORAL COMMUNICATIONS

- Betty Luna, Central Valley California Family Crisis Center, came forward with colleagues and noted that the Month of April is National Child Abuse Prevention and Awareness Month. She presented the Council with blue ribbons and encouraged everyone to wear a blue ribbon to help raise awareness and support for affected children and their families.
- David Harris, Consolidated Testing Labs, spoke in support of Item No. 9 on Scheduled Matters.
- Vicent Salinas, Tulare-Kings Hispanic Chamber of Commerce, thanked the Council for joining the Chamber this year and in recognition of their membership he presented them with a plaque.
- Ed McKervery, Porterville, spoke of the Easter Egg Hunt that will occur at Veterans Park in the coming days; opined that the Council should consider looking into ways to improve the Tule River Parkway; spoke in favor of employing local businesses for better response and better prices; and stated that the city should rethink their participation in the Tulare County Regional Transit Agency if they are unable to make it work financially.
- Kristy Martin, Porterville Chamber of Commerce, (via teleconference) spoke of on the upcoming Spring Festival and Chili Cookoff, invited the public to attend the Spring Mixer Kick-off Celebration before the festival at the Palace Kitchen and Craft Bar; and spoke of an upcoming ribbon-cutting.

REPORTS

I. Staff Informational Reports

1. Water Conservation Phase IV Status Update - February 2023
2. Vacation of seat on Arts Commission

CONSENT CALENDAR

City Manager Lollis noted a misstatement on Item No. 3, related to the passive infrared sensor (PIR) on the solar lights.

COUNCIL ACTION: MOVED by Vice Mayor Carrillo, SECONDED by Council Member Beltran that the City Council approve Items Nos. 1-5. The motion carried unanimously.

1. CITY COUNCIL MINUTES OF DECEMBER 13, 2023, MARCH 17, 2023, AND MARCH 21, 2023

Recommendation: That the Council approve the draft Minutes of December 13, 2023, March 17, 2023, and March 21, 2023.

Documentation: M.O. 04-040423

Disposition: Approved.

2. AUTHORIZATION TO PURCHASE UNMANNED AERIAL SYSTEM (UAS)

Recommendation: That the City Council:

1. Authorize the Police Department to purchase one Matrice 30T; and
2. Authorize the purchase of the UAS from Drones Made Easy in the amount of \$18,705.78.

Documentation: M.O. 05-040423

Disposition: Approved.

3. AUTHORIZATION TO PURCHASE SOLAR LIGHTS FOR MURRY PARK THROUGH COMMUNITY DEVELOPMENT BLOCK GRANT PARK IMPROVEMENT FUNDS

Recommendation: That the City Council:

1. Authorize the purchase of solar lights for Murry Park through Community Development Block Grant Park Improvement Funds from Gama Sonic not to exceed \$61,768.99, which includes ten percent (10%) contingency should any unforeseen circumstances arise; and
2. Authorize the Parks and Leisure Services Director to negotiate for the installation of the solar light poles.

Documentation: M.O. 06-040423

Disposition: Approved.

4. AUTHORIZATION TO APPLY FOR CLEAN CALIFORNIA LOCAL GRANT PROGRAM (CCLGP) FUNDS

Recommendation: That the City Council:

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

Documentation: M.O. 07-040423

Disposition: Approved.

5. STATUS AND REVIEW OF LOCAL DROUGHT EMERGENCY

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

Documentation: M.O. 08-040423

Disposition: Approved.

PUBLIC HEARINGS

6. CONSIDERATION OF CONDITIONAL USE PERMIT (PRC 2023-003-C) TO ALLOW FOR THE SALE OF ALCOHOL AT "TIO CHEMA" LOCATED AT 377 E. ORANGE AVENUE

Recommendation: That the City Council:

1. Find the proposed project exempt from CEQA under CEQA Guidelines Section 15301; and
2. Adopt the draft Resolution approving the Conditional Use Permit 2023-003 for Tio Chema, subject to conditions of approval.

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

Mayor Flores opened the Public Hearing at 7:19 p.m. and closed it at 7:20 p.m. when no one came forward to speak.

In response to Council inquiries, staff clarified that the over concentration was related to off-sale licenses as opposed to on-sale licenses and that Tio Chema is considered on-sale. Staff advised that on-sale licenses were for sale of different types of alcoholic beverages to be consumed on the premises, whereas off-sale licenses were typically what convenience stores had, with the sale of sealed alcoholic beverages for consumption later off site.

COUNCIL ACTION: MOVED by Council Member Weyhrauch, SECONDED by Council Member Meister that the City Council find the proposed project exempt from CEQA, under CEQA Guidelines Section 15301; and adopt the draft resolution approving the Conditional Use Permit 2023-003 for Tio Chema located at 377 E. Orange Avenue. The motion carried unanimously.

Documentation: Resolution No. 13-2023

Disposition: Approved.

7. INTENT TO ABANDON AND CLOSE TO PUBLIC USE AN UNIMPROVED ALLEY BOUNDED BY MORTON AVENUE AND THE EAST 7.5 FEET OF THE WILLIAM DUNCAN SUBDIVISION

Recommendation: That the City Council:

1. Adopt the draft Resolution ordering the vacation of an unimproved alley bounded by Morton Avenue and the east 7.5 feet of the William Duncan Subdivision; and
2. Authorize the City Clerk to record the Resolution of Abandonment with the County Recorder.

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

Mayor Flores opened the Public Hearing at 7:28 p.m. and closed it at 7:28 p.m. when no one came forward to speak.

COUNCIL ACTION: MOVED by Vice Mayor Carrillo, SECONDED by Council Member Beltran that the City Council adopt the draft resolution ordering the vacation of an unimproved alley bounded by Morton Avenue and the East 7.5 feet of the William Duncan Subdivision. The motion carried unanimously.

Documentation: Resolution No. 14-2023

Disposition: Approved.

SCHEDULED MATTERS

8. REVIEW OF CITY PARTICIPATION IN THE TULARE COUNTY REGIONAL TRANSIT AGENCY

Recommendation: That the City Council consider the City's continued participation in the Tulare County Regional Transportation Agency (TCRTA) and act to authorize as determined.

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

City Manager Lollis spoke of a meeting hosted by the city, comprised of Tulare County Association of Governments (TCAG), TCRTA, and City representatives, which focused on the current and future state of the TCRTA, and elaborated on several issues related to funding and drawdowns that the TCRTA was currently having.

Jose Sigala, Board Chair of the Tulare County Regional Transit Agency, came forward and spoke in favor of the City continuing its participation in TCRTA. He stated that the board was shocked and disappointed to see Rich Tree move on, and that the board had created an ad hoc committee to review and recruit a replacement.

Rich Tree, Executive Director of the Tulare County Regional Transit Agency, stated city is in capable hands with city staff and noted that TCRTA needs the city's support.

City Manager Lollis spoke of the budget development process and stated that staff's attention was currently on the storm activity and flood fight, not with the budget development process. He noted that the Council could delay its decision until such time as the Council could consider its budgetary process and have its study session at a future meeting to give staff more time to prepare.

Documentation: None.

Disposition: Consideration Continued.

9. CONSIDER AUTHORIZATION TO DISTRIBUTE A REQUEST FOR QUALIFICATIONS TO ADD TO THE LIST OF QUALIFIED MATERIAL TESTING FIRMS AND ANNUAL REVIEW BY CITY COUNCIL

Recommendation: That the City Council:

1. Consider authorization to distribute a Request for Qualifications to add to the list of qualified material testing firms; and
2. Annually review the list of qualified material testing firms.

City Manager Lollis introduced the item and Assistant City Manager Jason Ridenour presented the staff report.

COUNCIL ACTION: MOVED by Council Member Meister, SECONDED by Council Member Beltran that the City Council authorize the distribution of a Request for Qualifications to add to the list of qualified material testing firms; and annually review the list of qualified material testing firms. The motion carried unanimously.

AYES: Meister, Beltran, Flores

NOES: Weyhrauch, Carrillo

ABSTAIN: None

ABSENT: None

Documentation: M.O. 09-040423

Disposition: Approved.

10. STATUS AND REVIEW OF DECLARATION OF LOCAL FLOOD EMERGENCY

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.

City Manager Lollis introduced the item and presented the staff report with updates on the atmospheric river storm activity, noting that the snow shed into the success lake is still occurring and modeling shows that this will continue into September.

Mr. Lollis stated the Temporary Evacuation Point located at Porterville College will be closing their doors soon to those who were displaced due to the evacuation, noting that a new location will need to be provided, with two potential sites being the Porterville Army National Guard Armory and the Porterville Development Center. He advised that conversations with representatives at both facilities were taking place.

Mr. Lollis then spoke of the budget development process and stated that staff's attention has unfortunately been focused on the storm activity and flood fight, and not on the budget. Mr. Lollis asked the Council to consider pushing its budgetary process and study session to future time to give staff more time to prepare.

COUNCIL ACTION: MOVED by Mayor Martha A. Flores, SECONDED by Council Member Raymond Beltran that the City Council determine the need exists to continue the Declaration of Local Flood Emergency; and direct that the

budget study session scheduling be moved to a future meeting; and adopt the draft resolution authorizing the appropriation of funds from the Catastrophic / Emergency Reserve Fund for the costs associated with the response to the local flood emergency. The motion carried unanimously.

Documentation: Resolution No. 15-2023

Disposition: Approved.

AB 1234 REPORTS

1. Tulare County Economic Development Corp. (TCEDC) -March 22, 2023 - Cancelled

2. Tulare County Regional Transit Authority (TCRTA) - March 22, 2023

Council Member Weyrauch reported on those in attendance and stated that he attended as a member of the public and gave comments on several different action items on the agenda.

3. Tulare County Association of Governments (TCAG) Board Retreat - March 23, 2023
Cancelled

4. Joint City/School Committee - March 27, 2023

Vice Mayor Carrillo reported on those in attendance; indicated that topics of discussion were introductions, the sharing of information on construction projects, active transportation program information, school safety plans, homeless student services, and flood response and recovery for school districts.

Council Member Meister thanked Vice Mayor Carrillo for keeping the meeting on a good path and spoke of the school safety plan information they had received during the meeting.

5. City/Tribe Casino MOU Meeting - March 28, 2023

Mayor Flores reported on those in attendance, discussions with an emphasis on work that needs done on or by opening day, road improvements and water updates, and probable soft opening dates. Mayor Flores stated the meeting was informational only, and that no action was taken.

6. Internal City Audit Committee - March 29, 2023

Mayor Flores reported on her attendance, approval of minutes, and the review of the City's Annual Comprehensive Financial Report presented by Jeff Peak from Clifton Larson Allen.

7. Tulare County Regional Transit Authority (TCRTA) - March 29, 2023

Council Member Weyrauch spoke of several reports from the Executive Committee, Safety Committee, and the Sustainability Committee; a presentation by Rob Brian with VIA Service Plan; Form 700s due dates; a new logo presentation; lessons learned during the Storm State of Emergency; and several transit updates.

8. Hispanic Chamber Foundation Women's History Month Event - March 30, 2023

Mayor Flores stated it was an honor to be recognized as one of the trailblazers along with Former City Mayor Virginia Gurrola, Teresa De La Rosa, Obdulia Guzman-Alvarado, and Olivia Alison. Mayor Flores stated she was humbled by the city staff who were in attendance and thanked City Manager Lollis for reaching out to all the departments and extending the invitation.

9. TCAG/TCRTA Transit Coordination Meeting - March 31, 2023

Mayor Flores stated all the information was presented to Council earlier in the meeting and did not report further.

ORAL COMMUNICATIONS

None.

OTHER MATTERS

- Council Member Beltran recognized past Council Member Felipe Martinez for publicly thanking city staff and different departments for their efforts; congratulated Tonya Childree and Amy Graybehl for being great representatives of the City; thanked Claudia Calderon for the Homelessness Presentation; and stated that he is glad that the Council is going to be taking more time to review their consideration to continue to participate in the TCRTA.
- Council Member Weyhrauch lauded the Employee Service Awards and the recipients; spoke of the Internal Audit Committee and encouraged members of the public to attend; gave recognition toward Public Safety for a recent post on Facebook regarding distracted driving; and expressed his support to city staff for their time addressing the flood fight.
- Council Member Meister thanked city staff for going above and beyond during the flood fight and thanked Public Safety for a recent sting operation they conducted with other agencies.
- Vice Mayor Carrillo congratulated the employees recognized during the Employee Service Awards; thanked the Central Valley California Family Crisis Center for presenting the council with Blue Ribbons; spoke of the Homelessness Presentation; and thanked former Council Member Felipe Martinez for his comments regarding staff's efforts in the flood fight.
- Mayor Flores lauded City Attorney Julia Lew; and spoke of the Exchange Club Public Safety Dinner.
- City Manager Lollis spoke of his attendance at the Hispanic Chamber Foundation Women's History Month event; stated that April 1st was the day that former Council Member Stowe had his heart transplant; and thanked the Porterville Police Department for their participation at Porterville Breakfast Rotary Special Needs Prom.

CLOSED SESSION

The Council took a five-minute recess and reconvened in Closed Session at 9:59 p.m.

ADJOURNMENT –

The Council adjourned at 11:52 p.m. to the meeting of April 18, 2023, at 5:30 P.M.

Fernando Gabriel-Moraga, Deputy City Clerk

SEAL

Martha A. Flores, Mayor



CITY COUNCIL AGENDA – APRIL 18, 2023

SUBJECT: Authorization to Purchase Specialized Equipment - Laboratory Refrigerators

SOURCE: Public Works

COMMENT: The City's Laboratory is requesting authorization to purchase three laboratory refrigerators to replace the existing units. Water, wastewater, and sludge samples require special sample handling and storage, including refrigeration, to prevent potential changes in sample morphology and/or composition between sampling and analysis. Oxidation, evaporation, thermal degradation, or chemical interaction may occur if samples are not properly preserved.

The current refrigerators were originally installed in 1994, and two of the units are no longer operational. Due to the age of the refrigerators, repairing the units is no longer a viable option. Staff is recommending the purchase of new, more efficient units.

Staff received three quotes, which are as follows:

Fisher Scientific	\$6,554.07 each
LAB Rep Co	\$8,292.90 each
VWR	\$10,135.59 each

Staff is recommending that the three refrigerators be purchased through Fisher Scientific as they have submitted the lowest quote. Expenditure for the equipment, for an amount not to exceed \$23,639, which includes taxes, fuel surcharge, and a ten percent (10%) contingency, will be funded from the Fiscal Year 2022-2023 Laboratory Equipment Replacement Budget.

RECOMMENDATION: That the City Council:

1. Award the purchase of three laboratory refrigerators to Fisher Scientific for an amount not to exceed \$23,639 which includes taxes, fuel charge and a ten percent (10%) contingency;
2. Direct the Finance Director to initiate a Purchase Order to Fisher Scientific for an amount not to exceed \$23,639 which includes taxes, fuel charge and a ten percent (10%) contingency; and
3. Direct the Finance Director to make payment to Fisher Scientific upon receipt of an invoice approved by the

Public Works Director.

ATTACHMENTS:

1. Fisher Scientific Quote
2. LAB Rep Co Quote
3. VWR Quote

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

Sales Quotation

*Quote Nbr	Creation Date	Due Date	Page
3102-7338-69	04/12/2023		1 of 1
Payment Terms		Delivery Terms	
NET 45 DAYS		DEST	
Valid To		Prepared By	
08/10/2023		SCAPPE, FRANCESCA	
Customer Reference		Sales Representative	
QUOTE 4/12		FRANCESCA SCAPPE	
To place an order		Ph: 800-766-7000 Fx: 800-926-1166	
Submitted To:		Customer Account:	
CAROLINE THOMASON FRANCESCA.SCAPPE@THERMOFISHER.COM 559-782-7508		178679-003 CITY OF PORTERVILLE WAREHOUSE 555 N PROSPECT ST PORTERVILLE CA 93257-1936	



Fisher Scientific

Part of Thermo Fisher Scientific

FISHER SCIENTIFIC COMPANY LLC
4500 TURNBERRY DRIVE
HANOVER PARK IL 60133-5491

[Review and Place Order](#)

[Click here or go through your purchasing system to fishersci.com quotes](#)

***Please reference this Quote Number on all correspondence.**

Don't have a profile? Register on fishersci.com

For complete Terms and Conditions, please [click here](#).

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
1	3	EA	FBG45RPLA	FBG REF 45 PNT SLIDE 115V/60HZ Fisherbrand Isotemp General Purpose Laboratory Refrigerators, Sliding Glass Door, Model: RPLA, White, Amperage: 5 A, Capacity: 45 cu. ft., 1274 L, Certifications/Compliance: cULus, ENERGYSTAR, Interior: Painted White Steel, Plug Type: NEMA 5-15 P, Ports: 1 Rear access port, Refrigerant: R290 Vendor Catalog # FBG45RPLA Hazardous Material This item is being sold as 1 per each =====	6,554.07	19,662.21
				Extended warranty available for purchase below: 14 259 180 EXTENDED WARRANTY BASIC LR/F \$840.00 =====		



MERCHANDISE TOTAL	19,662.21
Fuel Surcharge	7.95
Estimated Sales Tax	1,819.49
TOTAL	21,489.65

NOTES:

We now offer highly competitive financing with low monthly payments. Please contact your local sales representative for more information.

Tell us about your recent customer service experience by completing a short survey. This should take no longer than three minutes. Enter the link into your browser and enter the passcode: USA-PGH-CS2

<http://survey.medallia.com/fishersci>

Search by Product Name or SKU

Home (<https://www.labrepco.com/>) / Laboratory Cold Storage Products (<https://www.labrepco.com/product-category/cold-storage-products/>) / Futura PLUS+ Series 45 Cu. Ft. Refrigerator | Sliding Glass Door



Futura PLUS+ Series 45 Cu. Ft. Refrigerator | Sliding Glass Door

Item#: LABL-45-SG

The **FUTURA Plus+ Series** glass door refrigerators are designed for many different applications in the research and clinical markets requiring more rigorous temperature control and construction features. This unit features two sliding glass door, temperature controller with audible and visual alarms, remote alarm contacts, digital temperature display and swivel casters.

~~\$10,770.00~~ \$8,292.90

1

ADD TO CART

REQUEST A QUOTE

+ Add to wishlist ()

▼ Questions?

VWR® Refrigerators with Glass Doors and Natural Refrigerant, Basic

Supplier: VWR, part of Avantor



Swinging or sliding doors. These upright laboratory refrigerators maintain an average temperature of 3 – 5 °C (37 – 41 °F).

- All units feature a natural refrigerant that is environmentally friendly
- R290 hydrocarbon refrigerant emits zero ozone depletion potential
- Units are supplied standard with the LAE temperature control
- Exterior digital display and alarm function

Units are equipped with low E, double-pane, thermal insulated glass doors for energy efficiency.

Note: Units do not come with castors. Castors can be ordered separately.

These refrigerators are supplied standard with four, eight, or twelve adjustable, heavy-duty, PVC-coated full white wire shelves.

Certifications: C-UL US listed. NSF certified. Natural Refrigerant.

Ordering information: Additional full white wire shelves can be ordered separately for any VWR® double glass door refrigerators. Optional chart recorder, alarm, and thermometer accessories require factory installation.

Warranty: Refrigerators come with a three-year parts and labor warranty, with an additional two-year warranty on for compressor parts.

Less Product Information

Description	Capacity	Temperature range	Ext. W×D×H	VWR Catalog Number	Unit	Availability	Your Price	Quantity		
VWR® refrigerator, Basic, white	651 L (19.8 cu. ft.)	3...5 °C (37...41 °F)	685×758×1997 mm (27×29 ⁷ / ₈ ×78 ⁵ / ₈ "	10791-618	Each	Direct from Supplier	\$6,945.71	-	0	+

Notwithstanding any other VWR terms and conditions of sale, an order of this product may not be cancelled and the product may not be returned except due to product defects or receipt of an incorrect product.

Safer Human and Environmental Health Low Manufacturing Impact Energy Efficient cUL Listed UL Listed Product available on GSA Advantage®

VWR® refrigerator, Basic, white	1161 L (41 cu. ft.)	2...8 °C (35.6...46.4 °F)	1197×753×1998 mm	75871-648	Each	Direct from Supplier	\$9,333.33	-	0	+
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Notwithstanding any other VWR terms and conditions of sale, an order of this product may not be cancelled and the product may not be returned except due to product defects or receipt of an incorrect product.

VWR® refrigerator, Basic, white	1331 L (47 cu. ft.)	2...8 °C (35.6...46.4 °F)	1375×753×1998 mm	75871-650	Each	Direct from Supplier	\$10,135.59	-	0	+
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Notwithstanding any other VWR terms and conditions of sale, an order of this product may not be cancelled and the product may not be returned except due to product defects or receipt of an incorrect product.

VWR® refrigerator, Basic, white	1388 L (49 cu. ft.)	3...5 °C (37...41 °F)	1375×758×1997 mm (54 ¹ / ₈ ×29 ⁷ / ₈ ×78 ⁵ / ₈ "	10791-624	Each	Direct from Supplier	\$9,945.29	-	0	+
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Notwithstanding any other VWR terms and conditions of sale, an order of this product may not be cancelled and the product may not be returned except due to product defects or receipt of an incorrect product.

Safer Human and Environmental Health Low Manufacturing Impact Energy Efficient cUL Listed UL Listed

VWR® refrigerator, Basic, white	2039 L (72 cu. ft.)	3...5 °C (37...41 °F)	1984×758×2016 mm (78 ¹ / ₈ ×29 ⁷ / ₈ ×79 ³ / ₈ "	10791-626	Each	Direct from Supplier	\$12,584.00	-	0	+
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Notwithstanding any other VWR terms and conditions of sale, an order of this product may not be cancelled and the product may not be returned except due to product defects or receipt of an incorrect product.

Safer Human and Environmental Health Low Manufacturing Impact Energy Efficient cUL Listed UL Listed

Stainless steel interior



CITY COUNCIL AGENDA – APRIL 18, 2023

SUBJECT: Renewal of Sophos Endpoint and Email Security

SOURCE: Finance

COMMENT: The Finance Department's Information Technology (IT) Division would like to renew the City's subscription to Sophos for Endpoint and Email protection. The City currently utilizes Sophos Central Intercept X Endpoint with XDR/EDR and Email Advanced to protect computers, workstations, and filter email. The City's three year subscription with Sophos will expire on April 28th, 2023.

Staff reviewed alternative solutions and the respective costs, and found that Sophos provides the best solution at a reasonable price for the City's needs. Renewing Sophos will provide an additional benefit because it is compatible with the City's Sophos XG-330 firewall appliances. It will also allow staff to manage all of the City's primary security software under a single unified web console.

Staff received the following quotes:

Vendor	Product	Quote
GovConnection, Inc	Sophos Central Intercept X Advanced Sophos Central Email Advanced	\$29,398.18
StrictlyTech	Sophos Central Intercept X Advanced Sophos CentralEmail Advanced	\$69,680.78
GovConnection, Inc	Trend Micro Cloud One Trend Micro Vision One	\$81,877.38

Staff recommends the renewal of the Sophos Central Intercept X Advanced and Email Advanced subscription from GovConnection, Inc for three years at a cost of \$29,398.18 plus any applicable sales tax, with the option to renew for an additional three years to increase the odds of receiving end-of-the year discounts from Sophos. Funds are available in the IT Division's General Fund operating budget.

RECOMMENDATION: That the City Council approve the current renewal of Sophos Intercept X with XDR/EDR and Email Advanced from GovConnection, Inc. for three years at a cost of \$29,398.18 plus the applicable sales tax with the option to renew the Sophos subscription for an additional three years, for a total of six years.

- ATTACHMENTS:
1. GovConnection, Inc. (Sophos) Quote
 2. StrictlyTech (Sophos) Quote
 3. GovConnection, Inc. (Trend Micro) Quote

Appropriated/Funded:

Review By:

Department Director:
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: John Zugg
Phone:
Fax:
Email: john.zugg@connection.com

Account Manager:
Phone:
Fax:
Email:

25482834.01

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 4/13/2023
Valid Through: 5/13/2023
Account #: Tulare

Customer Contact: Robert Campos
Email: rcampos@ci.porterville.ca.us

Phone: (559) 782-7432
Fax:

QUOTE PROVIDED TO: AB#: 14824559 CITY OF PORTERVILLE ACCOUNTS PAYABLE 291 N MAIN ST PORTERVILLE, CA 93257 (559) 782-7456	SHIP TO: AB#: 20347426 CITY OF PORTERVILLE 350 N D St Porterville, CA 93257 (559) 782-7439
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DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	.00 lbs	Net 30	SOURCEWELL RFP#081419

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our Sourcewell Contract # 081419. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1	350	41291530	CAEI3GTAA	Govt. Central Intercept X Advanced w / EDR Subscription Renewal Per User (200- 499) 36 Months Sophos -	Sophos	\$ 46.33	\$ 16,215.50
2	54	41614363	CSIG3GTAA	Govt. Central Intercept X Advanced w / XDR Subscription Renewal (50-99) Servers 3 Year Sophos -	Sophos	\$ 110.67	\$ 5,976.18
3	350	41189375	CAMI3CTAA	Corp. Central Email Advanced Subscription Renewal Per User (200-499) 36 Months Sophos -	Sophos	\$ 20.59	\$ 7,206.50
						Subtotal	\$ 29,398.18
						Fee	\$ 0.00
						Shipping and Handling	\$ 0.00
						Tax	Exempt!
						Total	\$ 29,398.18



ORDERING INFORMATION

GovConnection, Inc. DBA Connection

SOURCEWELL Contract # RFP#081419

Contract Expiration: 30 October 2023

Please contact your account manager with questions.

Ordering Address

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Remittance Address

GovConnection, Inc.
PO Box 536477
Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
Delivery Time:	1-30 DAYS ARO
FEIN:	52-1837891
DUNS Number:	80-967-8782
CEC:	80-068888K
Cage Code:	OGTJ3
Business Size:	LARGE

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our Sourcewell Contract # 081419. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one: <https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Notice on Tariff Tax Impacts: Please be aware that the pricing shown in this quote is potentially subject to change at time of order placement due Federal Government tax law changes resulting in increases in Tariff's assessed on imports and exports, which are outside our control and the control of our suppliers. Please confirm pricing with your Account Manager prior to order placement. We apologize for this inconvenience.

Please forward your Contract or Purchase Order to:

SLEDOPS@connection.com

QUESTIONS: Call 800-800-0019

FAX: 603.683.0374



2300 NW 55th Court, Suite 110,
Fort Lauderdale, FL 33309
Phone: 954-606-5440 Fax: 954-606-5441

Sophos RNWL 3 YR

Number: **19251**

Date: **03/30/2023**

Quote prepared for: **Robert Campos**

Bill To:
City of Porterville CA
Robert Campos
291 North Main Street
Porterville, CA 93257
Phone: (559)782-7432
Email: rcampos@ci.porterville.ca.us

Ship To:
City of Porterville CA
Robert Campos
291 North Main Street
Porterville, CA 93257

Item #	Mfr. Part	Product Image	Description	Price	Qty.	Extended
*1	CAEI3GTAA		Sophos Central Intercept X Advanced with EDR - Subscription License Renewal - 1 User - Price Level (200-499) License - Volume, Government - PC, Mac Mfr: SOPHOS PLC UNSPSC : 43231512	\$ 107.48	350	\$ 37,618.00
*2	CAMI3CTAA		Sophos Central Email Advanced - Subscription License Renewal - 1 User - 3 Year - Price Level (200-499) License - Volume Mfr: SOPHOS PLC UNSPSC : 43231512	\$ 59.12	350	\$ 20,692.00
*3	CSIG3GTAA		Sophos Central Intercept X Advanced for Server with EDR - Subscription License Renewal - 1 Server - 3 Year - Price Level (50-99) License - Government - PC Mfr: SOPHOS PLC UNSPSC : 43231512	\$ 210.57	54	\$ 11,370.78
3 item(s)				Sub-Total		\$ 69,680.78
				Tax @ 0%		\$ 0.00
				Freight		\$ 0.00
				Total		\$ 69,680.78
(*) Tax exempted Part(s)						

Quote Valid Until: 04/29/2023

Payment Details

Pay by: Company PO
Payment Term: Net 30

Shipping and Delivery Details

Shipping via: FEDEX Ground

CAGE: 70BA0
DUNS: 078817964
FEIN: 46-2619818
Woman-Owned Small Business (WOSB)
Primary NAICS: 423430
Unique Entity ID (SAM): DEGDRGZ32898



Terms and Conditions

Prices exclude applicable taxes, insurance, shipping and special handling charges unless stated. All prices are subject to change without notice. Supply subject to availability. Due to pricing fluctuations from OEM manufacturers as well as supply chain constraints, pricing is valid for a period of 7 days from the submission of this quote. Please check pricing, availability and/or delivery estimates with your Client Executive prior to placing orders.

Prepared by: **Brittany Cullen**

Email: **bcullen@strictlytech.com**

Phone: **954-606-5440**

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: John Zugg
Phone:
Fax:
Email: john.zugg@connection.com

25480114.01

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 4/6/2023
Valid Through: 5/6/2023
Account #: Tulare

Account Manager:
Phone:
Fax:
Email:

Customer Contact: Robert Campos
Email: rcampos@ci.porterville.ca.us

Phone: (559) 782-7432
Fax:

QUOTE PROVIDED TO:	SHIP TO:
AB#: 14824559 CITY OF PORTERVILLE ACCOUNTS PAYABLE 291 N MAIN ST PORTERVILLE, CA 93257 (559) 782-7456	AB#: 20347426 CITY OF PORTERVILLE 350 N D St Porterville, CA 93257 (559) 782-7439

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	.00 lbs	Net 30	

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1	54	41520269	CXNI0001	Acad. Cloud One Workload Security XDR 51-250 Devices Trend Micro - Licensing	Trend Micro - Licensing	\$ 125.07	\$ 6,753.78
2	54	41532952	CXRI0001	Acad. Cloud One Workload Security with XDR 51-250 Devices License Renewal Trend Micro - Licensing	Trend Micro - Licensing	\$ 125.07	\$ 6,753.78
3	54	41532952	CXRI0001	Acad. Cloud One Workload Security with XDR 51-250 Devices License Renewal Trend Micro - Licensing	Trend Micro - Licensing	\$ 125.07	\$ 6,753.78
4	350	41418747	NNNA0055	Acad. Cloud Application Security New 251-500 Users Annual Trend Micro - Licensing	Trend Micro - Licensing	\$ 10.05	\$ 3,517.50
5	350	41599961	NNRA0055	Acad. Cloud App Security Standard 251-500 Users Renewal Trend Micro - Licensing	Trend Micro - Licensing	\$ 10.05	\$ 3,517.50
6	350	41599961	NNRA0055	Acad. Cloud App Security Standard 251-500 Users Renewal Trend Micro - Licensing	Trend Micro - Licensing	\$ 10.05	\$ 3,517.50
7	350		CXNA0060	Trend Micro Cloud One - Endpoint Security Academic 251-500 Devices New Trend Micro - Licensing	Trend Micro - Licensing	\$ 17.64	\$ 6,174.00
8	350		CXRA0060	Trend Micro Cloud One - Endpoint Security Academic 251-500 Devices Renew Trend Micro - Licensing	Trend Micro - Licensing	\$ 17.64	\$ 6,174.00
9	350		CXRA0060	Trend Micro Cloud One - Endpoint Security Academic 251-500 Devices Renew Trend Micro - Licensing	Trend Micro - Licensing	\$ 17.64	\$ 6,174.00
10	404		SYNN0030	Service One Enhanced Endpoint & Workloads (includes Messaging) Normal 251-500 New Trend Micro - Licensing	Trend Micro - Licensing	\$ 25.17	\$ 10,168.68

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: John Zugg
Phone:
Fax:
Email: john.zugg@connection.com

Account Manager:
Phone:
Fax:
Email:

25480114.01

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 4/6/2023
Valid Through: 5/6/2023
Account #: Tulare

Customer Contact: Robert Campos
Email: rcampos@ci.porterville.ca.us

Phone: (559) 782-7432
Fax:

QUOTE PROVIDED TO:	SHIP TO:
AB#: 14824559 CITY OF PORTERVILLE ACCOUNTS PAYABLE 291 N MAIN ST PORTERVILLE, CA 93257 (559) 782-7456	AB#: 20347426 CITY OF PORTERVILLE 350 N D St Porterville, CA 93257 (559) 782-7439

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	.00 lbs	Net 30	

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* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
11	404		SYRN0030	Service One Enhanced Endpoint & Workloads (includes Messaging) Normal 251-500 Renew Trend Micro - Licensing	Trend Micro - Licensing	\$ 25.17	\$ 10,168.68
12	404		SYRN0030	Service One Enhanced Endpoint & Workloads (includes Messaging) Normal 251-500 Renew Trend Micro - Licensing	Trend Micro - Licensing	\$ 25.17	\$ 10,168.68
13	1,150		VONA0000	Trend Micro Vision One Credits Academic 1+ Credits New Trend Micro - Licensing	Trend Micro - Licensing	\$ 1.77	\$ 2,035.50
						Subtotal	\$ 81,877.38
						Fee	\$ 0.00
						Shipping and Handling	\$ 0.00
						Tax	Exempt!
						Total	\$ 81,877.38



ORDERING INFORMATION
GovConnection, Inc. DBA Connection

Please contact your account manager with any questions.

Ordering Address
GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Remittance Address
GovConnection, Inc.
Box 536477
Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
CEC:	80-068888K
Cage Code:	OGTJ3
Business Size:	LARGE
Erate Spin Number:	143026005

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one: <https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Please forward your Contract or Purchase Order to:

SLEDOPS@connection.com

QUESTIONS: Call 800-800-0019



CITY COUNCIL AGENDA – APRIL 18, 2023

SUBJECT: Acceptance of Project - Island Annexation Area 478B & C Sewer Project

SOURCE: Engineering and Project Management

COMMENT: West Valley Construction has completed the Island Annexation Area 478B & C Sewer Project per plans and specifications. The project consisted of the installation of 9,476 lineal feet (1.79 miles) of 8" and 6" diameter sewer mains, thirty-one (31) sewer manholes and 154 sewer laterals.

Staff tracks construction costs of all Capital Improvements Projects and reports project construction expenditures when the project is accepted by City Council. At its meeting on June 20, 2022, the Council authorized an expenditure of \$4,120,601 for construction, construction management, and quality control and inspection services for the project. The following itemizes the construction related costs into two categories: 1) the construction contract, and 2) a combination of construction management and quality control.

1. Final Construction Cost \$3,672,748.43
2. Construction management, quality control and inspection service costs are \$97,482.24

Total project construction costs equate to \$3,770,230.67, which is less than the \$4,120,601 overall budget approved by Council at the time of award. The funding sources for this project includes \$1,100,000 in proceeds from the issuance of the 2019 Sewer Revenue Bonds, better known to staff as Certificates of Participation (COP) funds and the remaining amount for the project being paid by the Sewer Revolving Fund.

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

RECOMMENDATION: That the City Council:

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

ATTACHMENTS:

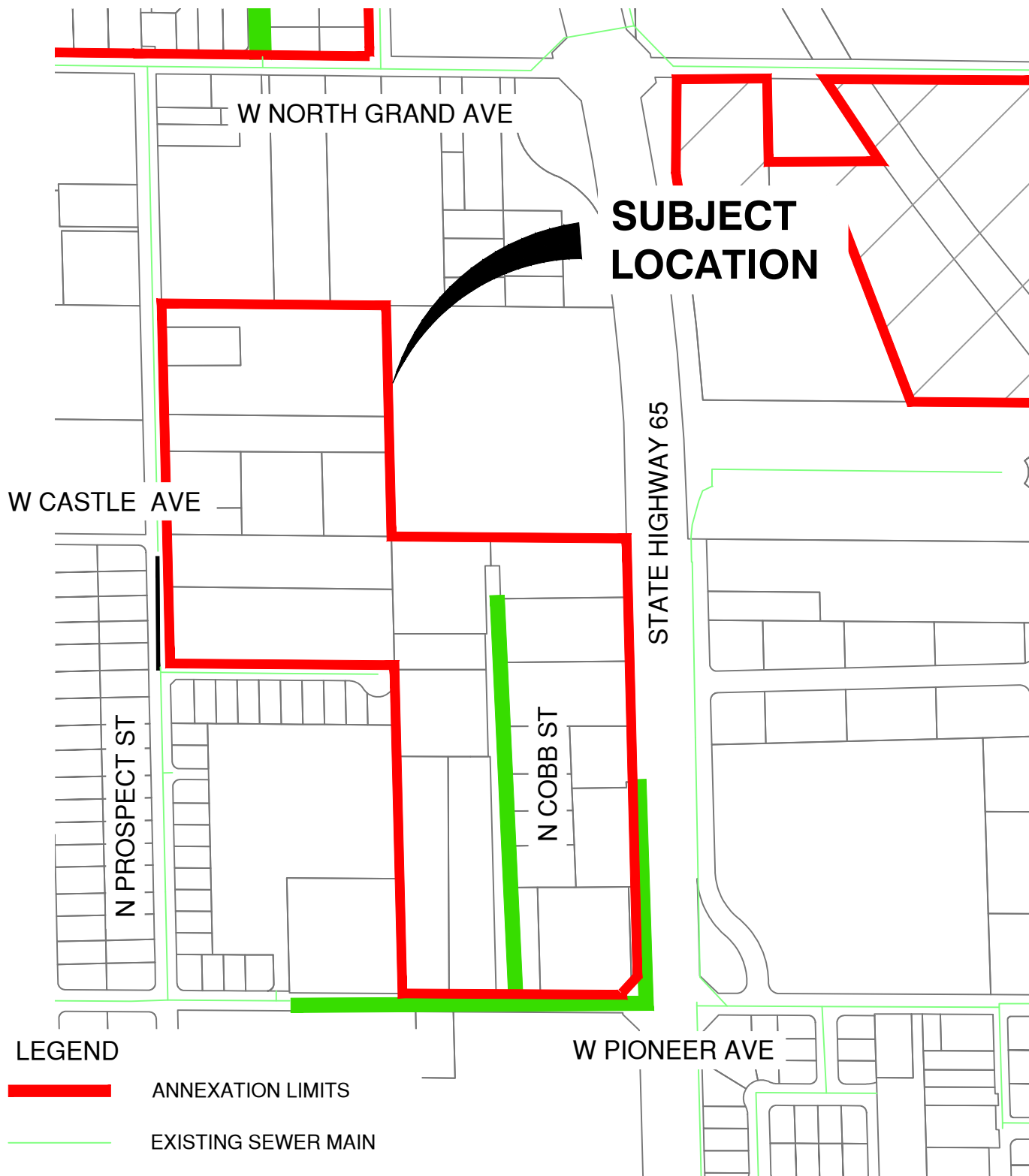
1. Locator Map - ANNEX 478B
2. Locator Map - ANNEX 478C

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager



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

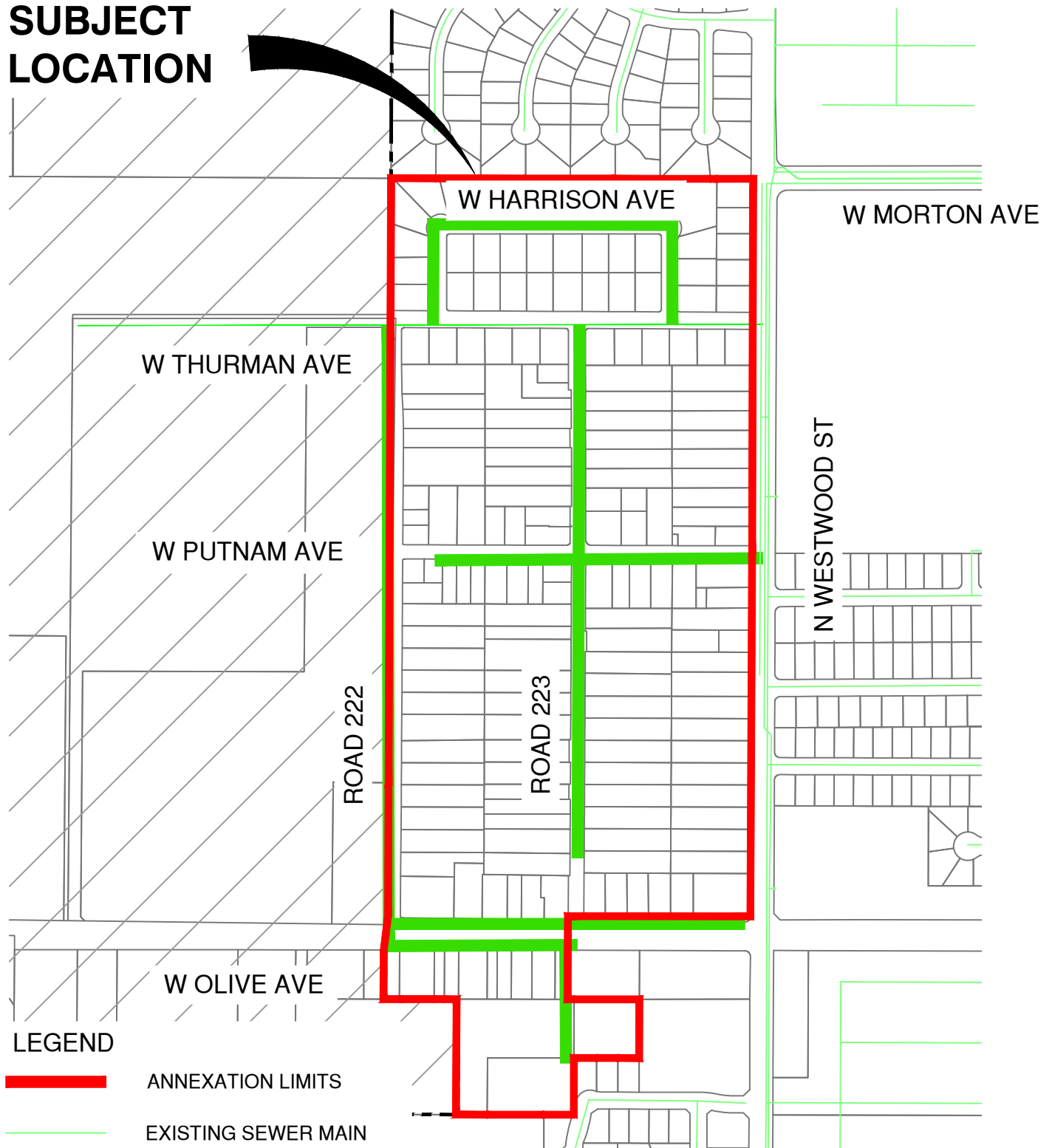
CITY OF PORTERVILLE
ENGINEERING DIVISION
 291 NORTH MAIN STREET
 PORTERVILLE, CA 93257
 (559) 782-7462

**SEWER ANNEXATION
 NUMBER 478B**

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

SHEET
 1
 OF
 1

SUBJECT LOCATION



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 – APRIL 18, 2023

SUBJECT: Authorization to Distribute Request for Proposals to Update the Public Health & Safety Element and Preparation of an Environmental Justice Element to the Porterville 2030 General Plan

SOURCE: Community Development

COMMENT: State law requires local jurisdictions to prepare a General Plan. A General Plan is defined as a “comprehensive, long-term general plan for the physical development of the county or city, and any land outside its boundaries which in the planning agency’s judgement bears relation to its planning.” State requirements call for a General Plan that will “comprise an integrated, internally consistent and compatible statement of policies for the adopting agency.”

A city’s General Plan is the framework within which decisions on how to grow, provide public services and facilities, and protect and enhance the environment are made. The State’s practice of permitting local authority over land use decisions allow jurisdictions to have considerable flexibility in preparing their General Plans.

While allowing flexibility, State planning laws do establish some requirements for the issues that General Plans must address. The California Government Code (Section 65300) establishes both the content of General Plans and rules for their adoption and subsequent amendments. State law and judicial decisions establish the following three overall guidelines for General Plans:

1. The General Plan Must be Comprehensive
2. The General Plan Must be Internally Consistent
3. The General Plan Must be Long-Range

The City of Porterville’s current General Plan was adopted by the City Council on March 4, 2008. State law also requires that many City regulations, requirements and actions to be consistent with the General Plan. Therefore, regular ongoing use of the General Plan is essential.

The City is currently participating in a regional Housing Element that is being coordinated by the Tulare County Associations of Governments (TCAG). The adoption of an updated Housing Element initiates the City to update the Public Health & Safety Element in accordance with Government Code § 65302.15(b). In addition, in September 2016, the State Legislature passed Senate Bill 1000 (SB 1000) which requires cities and counties with disadvantaged communities to incorporate environmental justice policies into their General Plans. This must

happen upon the adoption or next revision of two or more elements concurrently on or after January 1, 2018.

Pursuant to Government Code § 65302(h), local jurisdictions must prepare the Environmental Justice Element or related goals, policies, and objectives integrated into other elements, that identify disadvantaged communities within the City. The Environmental Justice Element shall be prepared to comply with the following applicable State requirements:

1. Identify objectives and policies to reduce the unique or compounded health risks in disadvantaged communities by means that include, but are not limited to, the reduction of pollution exposure, including the improvement of air quality, and the promotion of public facilities, food access, safe and sanitary homes, and physical activity.
2. Identify objectives and policies to promote civic engagement in the public decision-making process.
3. Identify objectives and policies that prioritize improvements and programs that address the needs of disadvantaged communities.

At this time, staff is requesting authorization to distribute a Request for Proposal to hire a qualified consultant to undertake the update of the Public Health & Safety Element and the preparation of the Environmental Justice Element to the City's General Plan. The project consists of an update to the Public Health & Safety Element. Per Government Code § 65302(g) the Public Health & Safety Element must address flood hazard zones, fire hazards, climate adaptation and resilience strategies.

The selected consultant will be responsible for updating the Public Health & Safety Element and the preparation of an Environmental Justice Element to the City's General Plan pursuant to Government Code § 65302(g)(h) and with the preparation of documentation that may be required to comply with the California Environmental Quality Act (CEQA), and to comply with all City and State legal and regulatory requirements.

The City's Fiscal Year 2022-23 CIP budget included \$325,000 from the General Fund for the development of the Housing Element Update, which is being coordinated by TCAG and funded instead with the Regional Early Action Planning grant funds. The savings from utilizing regional partnerships and grants allow for the original budgeted Housing Element amount to be able to be utilized for the Public Health & Safety Element update and the preparation of the Environmental Justice Element.

RECOMMENDATION: That City Council authorize staff to distribute a Request for Proposals for the update to the Public Health & Safety Element and preparation of an Environmental Justice Element to the City's 2030 General Plan.

ATTACHMENTS: 1. Draft Request for Proposal

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Assistant City Manager

Final Approver: John Lollis, City Manager



CITY OF PORTERVILLE

REQUEST FOR PROPOSAL

Public Health & Safety Element Update and Preparation of An Environmental Justice Element to the Porterville 2030 General Plan

City Of Porterville
Department Of Community Development
291 N. Main St
Porterville, Ca 93257

April 2023

Proposal Due Deadline:
5:00 P.M., Monday, May 22, 2023

Contact:
Jason Ridenour, Assistant City Manager
planning@ci.porterville.ca.us

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CITY OF PORTERVILLE REQUEST FOR PROPOSALS

PUBLIC HEALTH & SAFETY ELEMENT UPDATE AND PREPARATION OF AN ENVIRONMENTAL JUSTICE ELEMENT

1.0 INTRODUCTION

The City of Porterville (the "City") is requesting proposals from qualified Consultants to update the Public Health & Safety Element and to prepare an Environmental Justice Element to the City's General Plan pursuant to Government Code § 65302(g) and (h).

Proposals for this project will be due by 5:00 P.M. on Monday, May 22, 2023 and must include all the requirements listed under the Scope of Work, Required Tasks, and Submittal Requirements. This Request for Proposal ("RFP") contains additional information regarding the selection process, tentative schedule, and general terms and conditions.

The project will be managed by the Planning Division of the Community Development Department. Staff from additional departments will also provide input throughout the process. The City anticipates that work will commence on June 12, 2023.

2.0 BACKGROUND

The City of Porterville General Plan contains a total of nine (9) elements with goals, policies, and regulations that govern the long-term plan for the city.

The City's current General Plan was adopted on March 4, 2008 by the City Council. The current Housing Element was adopted on December 15, 2015 by the City Council, and certified by HCD on December 22, 2015. The General Plan document can be found on the City's website: https://www.ci.porterville.ca.us/departments/community_development/general_plan_update.php) and may be used as a foundation for understanding the City's unique vision and needs. In Conjunction with TCAG, a Regional Housing Element update is underway for the 2023-2031 planning period to comply with the HCD established December 31, 2023¹ deadline for certification. Concurrently with the Housing Element update, as per this RFP, the City will review and update the Public Health & Safety Element to comply with Government Code § 65302(g) to address flood hazard zones, fire hazards, climate adaptation and resilience strategies, and will prepare an Environmental Justice Element that identifies disadvantaged communities in the City pursuant to Government Code § 65302(h). It shall be the responsibility of the selected Proposer to ensure that the adoption process

¹ Date is estimated by HCD, and is subject to change per HCD.

and final work meets the applicable requirements set forth by State law. As part of a Multi-Jurisdictional effort, the Tulare County Board of Supervisors Of Tulare County adopted the 2023 Tulare County Multi-Jurisdictional Local Hazard Mitigation Base Plan on March 14, 2023.

CITY PROFILE

The City of Porterville is located at the foothills of the Sierra Nevada Mountains, centrally located in California's agriculturally rich San Joaquin Valley and is part of the Visalia-Porterville metropolitan area with a population of nearly half a million. As a Charter City, Porterville is a "full-service" city with over 500 employees.

Porterville has a population of 62,742, based on the 2020 Census. It has a culturally diverse resident population with 70% Hispanics, 58.4% White, 18.9% Two or More Races, 5.2% Asians, 1.5% American Indian, 0.6% African American and 0.2% Native Hawaiian and Other Pacific Islander.

Once known primarily as an agricultural community, Porterville has experienced a significant increase in its employment base, in part, due to its location within one of the strongest economies in the county. At the county level, labor force is 212,700 with an estimated 22,080 jobs in the City of Porterville. The unemployment rate in Tulare County is currently 10.6%.

The City is also actively working on the development of other areas of the city to foster reinvestment, such as in the City's Downtown and the airport areas. Additionally, as a leader in the region, the City continues supporting the essential needs of unincorporated communities in county areas, including East Porterville's water needs and the commercial needs of communities including Springville in the sierras and Terra Bella and Ducor just minutes outside of the city limits.

3.0 PROJECT DESCRIPTION

The project consists of an update to the City of Porterville's Public Health & Safety Element, preparation of an Environmental Justice Element, and preparation of documentation that may be required to comply with the California Environmental Quality Act (CEQA). The selected Consultant shall be responsible for updating the Public Health & Safety Element, preparing an Environmental Justice Element, and preparing the accompanying CEQA documentation. The project shall be guided by the following objectives:

- Comply with all City and State legal and regulatory requirements;
- Ensure residents and stakeholders are engaged and participate in the update process;
- Achieve milestones with sufficient time for City to review;

- Effectively coordinate with other Consultants and City staff; and,
- Be consistent with the City's Local Hazard Mitigation Plan (adopted on March 14, 2023 by the Tulare County Board of Supervisors), and other relevant planning documents.

PUBLIC HEALTH & SAFETY ELEMENT

The Public Health & Safety Element will be updated pursuant to Government Code § 65302(g) that requires local jurisdictions to update the Public Health & Safety Element to address flood hazard zone, fire hazards, and climate adaptation and resilience strategies upon revisions of the Housing Element. The Public Health & Safety Element must be updated to comply with the following applicable state regulations:

Flood Hazards

The Public Health & Safety Element must be reviewed and updated to address the following flood hazards zone risks:

- A. Identify information regarding flood hazards, including, but not limited to, the following:
 - (i) Flood hazard zones: areas subject to flooding that are delineated as either a special hazard area or an area of moderate or minimal hazard on an official flood insurance rate map issued by the Federal Emergency Management Agency (FEMA).
 - (ii) National Flood Insurance Program maps published by FEMA.
 - (iii) Information about flood hazards that is available from the United States Army Corps of Engineers.
 - (iv) Designated floodway maps that are available from the Central Valley Flood Protection Board.
 - (v) Dam failure inundation maps prepared pursuant to Section 6161 of the Water Code that are available from the Department of Water Resources.
 - (vi) Awareness Floodplain Mapping Program maps and 200-year flood plain maps that are or may be available from, or accepted by, the Department of Water Resources.
 - (vii) Maps of levee protection zones.
 - (viii) Areas subject to inundation in the event of the failure of project or nonproject levees or floodwalls.

- (ix) Historical data on flooding, including locally prepared maps of areas that are subject to flooding, areas that are vulnerable to flooding after wildfires, and sites that have been repeatedly damaged by flooding.
 - (x) Existing and planned development in flood hazard zones, including structures, roads, utilities, and essential public facilities.
 - (xi) Local, state, and federal agencies with responsibility for flood protection, including special districts and local offices of emergency services.
- B. Establish a set of comprehensive goals, policies, and objectives based on the information identified pursuant to subparagraph (A) above, for the protection of the community from the unreasonable risks of flooding, including, but not limited to:
- (i) Avoiding or minimizing the risks of flooding to new development.
 - (ii) Evaluating whether new development should be located in flood hazard zones, and identifying construction methods or other methods to minimize damage if new development is located in flood hazard zones.
 - (iii) Maintaining the structural and operational integrity of essential public facilities during flooding.
 - (iv) Locating, when feasible, new essential public facilities outside of flood hazard zones, including hospitals and health care facilities, emergency shelters, fire stations, emergency command centers, and emergency communications facilities or identifying construction methods or other methods to minimize damage if these facilities are located in flood hazard zones.
 - (v) Establishing cooperative working relationships among public agencies with responsibility for flood protection.
- C. Establish a set of feasible implementation measures designed to carry out the goals, policies, and objectives established pursuant to subparagraph (B) above.

Risk of Fire

The Public Health & Safety Element must be reviewed and updated to address the risk of fire for land classified as state responsibility areas, as defined in Section 4102 of the Public Resources Code, and land classified as very high fire hazard severity zones, as defined in Government Code Section 51177. This review shall consider the advice included in the Office of Planning and Research's most recent publication of "Fire Hazard

Planning, General Plan Technical Advice Series” and shall also include all of the following:

- A. Information regarding fire hazards, including, but not limited to, all of the following:
 - (i) Fire hazard severity zone maps available from the Department of Forestry and Fire Protection.
 - (ii) Any historical data on wildfires available from local agencies or a reference to where the data can be found.
 - (iii) Information about wildfire hazard areas that may be available from the United States Geological Survey.
 - (iv) General location and distribution of existing and planned uses of land in very high fire hazard severity zones and in state responsibility areas, including structures, roads, utilities, and essential public facilities. The location and distribution of planned uses of land shall not require defensible space compliance measures required by state law or local ordinance to occur on publicly owned lands or open space designations of homeowner associations.
 - (v) Local, state, and federal agencies with responsibility for fire protection, including special districts and local offices of emergency services.
- B. A set of goals, policies, and objectives based on the information identified pursuant to subparagraph (A) above for the protection of the community from the unreasonable risk of wildfire.
- C. A set of feasible implementation measures designed to carry out the goals, policies, and objectives based on the information identified pursuant to subparagraph (B) above including, but not limited to, all of the following:
 - (i) Avoiding or minimizing the wildfire hazards associated with new uses of land.
 - (ii) Locating, when feasible, new essential public facilities outside of high fire risk areas, including, but not limited to, hospitals and health care facilities, emergency shelters, emergency command centers, and emergency communications facilities, or identifying construction methods or other methods to minimize damage if these facilities are located in a state responsibility area or very high fire hazard severity zone.
 - (iii) Designing adequate infrastructure if a new development is located in a

state responsibility area or in a very high fire hazard severity zone, including safe access for emergency response vehicles, visible street signs, and water supplies for structural fire suppression.

- (iv) Working cooperatively with public agencies with responsibility for fire protection.
- D. If a city or county has adopted a fire safety plan or document separate from the general plan, an attachment of, or reference to, a city or county's adopted fire safety plan or document that fulfills commensurate goals and objectives and contains information required pursuant to this section.

Climate Adaptation and Resiliency Strategies

The Public Health & Safety Element must be reviewed and updated, as necessary, to address climate adaption and resiliency strategies applicable to the city. The review shall consider advice provided in the Office of Planning and Research's General Plan Guidelines and shall include all of the following:

- (A) (i) A vulnerability assessment that identifies the risks that climate change poses to the local jurisdiction and the geographic areas at risk from climate change impacts, including, but not limited to, an assessment of how climate change may affect the risks addressed regarding flood hazards and risk of fire.
- (ii) Information that may be available from federal, state, regional, and local agencies that will assist in developing the vulnerability assessment and the adaptation policies and strategies required pursuant to subparagraph (B) below, including, but not limited to, all of the following:
 - (I) Information from the Internet-based Cal-Adapt tool.
 - (II) Information from the most recent version of the California Adaptation Planning Guide.
 - (III) Information from local agencies on the types of assets, resources, and populations that will be sensitive to various climate change exposures.
 - (IV) Information from local agencies on their current ability to deal with the impacts of climate change.
 - (V) Historical data on natural events and hazards, including locally prepared maps of areas subject to previous risk, areas that are vulnerable, and sites that have been repeatedly damaged.

- (VI) Existing and planned development in identified at-risk areas, including structures, roads, utilities, and essential public facilities.
 - (VII) Federal, state, regional, and local agencies with responsibility for the protection of public health and safety and the environment, including special districts and local offices of emergency services.
- (B) A set of adaptation and resilience goals, policies, and objectives based on the information specified in subparagraph (A) above for the protection of the community.
- (C) A set of feasible implementation measures designed to carry out the goals, policies, and objectives identified pursuant to subparagraph (B) above including, but not limited to, all of the following:
- (i) Feasible methods to avoid or minimize climate change impacts associated with new uses of land.
 - (ii) The location, when feasible, of new essential public facilities outside of at-risk areas, including, but not limited to, hospitals and health care facilities, emergency shelters, emergency command centers, and emergency communications facilities, or identifying construction methods or other methods to minimize damage if these facilities are located in at-risk areas.
 - (ii) The designation of adequate and feasible infrastructure located in an at-risk area.
 - (iii) Guidelines for working cooperatively with relevant local, regional, state, and federal agencies.
 - (v) The identification of natural infrastructure that may be used in adaptation projects, where feasible. Where feasible, the plan shall use existing natural features and ecosystem processes, or the restoration of natural features and ecosystem processes, when developing alternatives for consideration. For the purposes of this clause, “natural infrastructure” means using natural ecological systems or processes to reduce vulnerability to climate change related hazards, or other related climate change effects, while increasing the long-term adaptive capacity of coastal and inland areas by perpetuating or restoring ecosystem services. This includes, but is not limited to, the conservation, preservation, or sustainable management of any form of aquatic or terrestrial vegetated open space, such as beaches, dunes, tidal marshes, reefs, seagrass, parks, rain gardens, and urban tree canopies. It also includes systems

and practices that use or mimic natural processes, such as permeable pavements, bioswales, and other engineered systems, such as levees that are combined with restored natural systems, to provide clean water, conserve ecosystem values and functions, and provide a wide array of benefits to people and wildlife.

ENVIRONMENTAL JUSTICE ELEMENT

Pursuant to Government Code § 65302(h) local jurisdictions must prepare an Environmental Justice Element or related goals, policies, and objectives integrated into other elements, that identifies disadvantaged communities within the City. An Environmental Justice Element will be prepared to comply with the following applicable state required goals, policies and objectives:

- A. Identify objectives and policies to reduce the unique or compounded health risks in disadvantaged communities by means that include, but are not limited to, the reduction of pollution exposure, including the improvement of air quality, and the promotion of public facilities, food access, safe and sanitary homes, and physical activity.
- B. Identify objectives and policies to promote civic engagement in the public decision-making process
- C. Identify objectives and policies that prioritize improvements and programs that address the needs of disadvantaged communities.

CONSISTENCY WITH GENERAL PLAN ELEMENTS AND RELEVANT PLANNING DOCUMENTS

The updated Public Health & Safety Element and the prepared Environmental Justice Element shall be consistent with other elements of the General Plan, and other relevant planning documents.

4.0 SCOPE OF WORK

Proposers shall be required to provide a detailed scope of services for update of the Public Health & Safety Element and the preparation of the Environmental Justice Element. The documents shall meet all state guidelines and legal requirements. The following describes the components that should be included in the scope of work

- Update the Public Health & Safety Element, and prepare an Environmental Justice Element.
- Prepare and maintain detailed work plan, including detailed schedules of dates and activities.

- Assist in the organization and scheduling of, attend, and keep minutes of project related meetings.
- Provide all work products for public review in paper and electronic formats.
- Prepare an environmental review in compliance with CEQA guidelines.
- Identify community/public outreach and engagement activities and how they will be incorporated into the overall planning process.
- Indicate if sub-Consultants will be utilized in completing the project.
- Attend, in person or via teleconference, monthly meetings with staff regarding the progress, coordination, and other project management issues.
- Explain how the proposer intends to work with City Staff.
- Present all required documents to approval bodies, such as the City Council meeting(s).

GENERAL EXPECTATIONS

The ideal Consultant or Consultant team would work collaboratively with staff and community stakeholders to conduct a process that proactively engages the community, and that complies with all applicable laws and regulations. It is expected that the Consultant will:

- Be familiar with the State requirements relating to the Public Health & Safety Element update, including, but not limited to flood hazards, fire hazards, and climate adaptation and resiliency strategies;
- Be familiar with State requirement regarding preparation of an Environmental Justice Element;
- Actively engage a variety of community stakeholders and communicate ideas effectively in various forums, i.e. on-line platforms and community meetings, to engage different groups of residents and encourage public participation;
- Promote and advertise public involvement and participation with a branded public outreach effort;

- Ensure that the project remains on time and within the allocated budget; and,
- Appropriately integrate graphics/maps/infographics as part of a plan document, i.e., use innovative graphics to communicate complex ideas and concepts effectively, during the outreach process and within the final products.

REQUIRED TASKS

TASK 1 PROJECT INITIATION

Task 1.1: Project Kick-Off Meeting

The Consultant will schedule a kick-off meeting with City staff to review the scope of work, and to discuss project expectations regarding coordination, reporting, deliverables and all relevant project information. The Consultant will prepare a meeting summary with project goals, objectives, and action items.

Deliverable(s): Meeting Summary

Task 1.2: Project Schedule Development

The Consultant will work with City staff to finalize a project schedule within ten (10) working days after the kick-off meeting that includes tasks and milestones for the adoption of the Public Health & Safety Element Amendment and the Preparation of the Environmental Justice Element no later than June 2024. The schedule shall:

- Identify project milestones (tasks) with time for staff review of work products throughout the project.
- Include public outreach timeline with public meetings and anticipated City Council hearings.
- Include outreach in compliance with SB 18 and AB 52 regulations.
- Include implementation of environmental review timeline.
- Include timelines for City staff review times.

Any modifications or changes to the project schedule by the Consultant shall be submitted to the City Project Manager on or before the 30th day of each month during the course of the project. In the event project schedule delays are anticipated, Consultant shall advise the City's project manager on strategies to correct and mitigate.

Deliverable(s): Initial Project Schedule, Monthly Updated Schedules

Task 1.3: Project Coordination

Consultant will be available to meet with City staff for weekly progress meetings over the course of the project to review status to ensure objectives and milestones are being achieved. At the City's discretion, these meetings may be conducted as a

conference call or in person at the City offices. Consultant will prepare a meeting summary, including action items, for each meeting. Consultant will coordinate with staff to create and make presentations to City and/or stakeholders as necessary.

Deliverable(s): Weekly Meeting Summaries

TASK 2. Public Health & Safety Element Update

Task 2.1

Review and evaluate the current Public Health & Safety Element to determine its compliance with State law.

Task 2.2

Provide list of any corrections that must be made to text and/or exhibits in the Public Health & Safety Element to bring it into compliance with State Law.

Task 2.3

Work with staff to update the Public Health & Safety Element to ensure consistency with other General Plan elements, the Local Hazard Mitigation Plan (adopted on March 14, 2023), and other planning documents, and to ensure compliance with State law. This task is intended to focus the scope of work to update portions of the Public Health & Safety Element, as necessary, for compliance with State law and consistency with other elements in the General Plan.

TASK 3. Preparation of the Environmental Justice Element

Task 3.1

Prepare an Environmental Justice Element that complies with the goals, policies, and objectives of State Law.

Task 3.2

Provide recommendations for the format of the Environmental Justice Element.

Task 3.3

Work with staff to ensure the Environmental Justice Element is consistent with other General Plan elements and planning documents, and is in compliance with State law.

TASK 4. Community Outreach and Engagement and Public Hearings

Task 4.1

Consultant will propose an appropriate community/public outreach and engagement plan that meets the State's general plan update requirements. The proposal should discuss different outreach approaches and what is recommended for this effort to best involve stakeholders in the process. The outreach and engagement plan shall include:

Request for Proposals – City of Porterville Public Health & Safety Element Update and Preparation of an Environmental Justice Element

Proposal Due Date: 5:00 PM, Monday, May 22, 2023

- An outline of public outreach efforts, which could include public workshops, community meetings, and press releases. This effort should ensure every person who wishes to express an opinion has the ability to do so.

The City expects that the public outreach and engagement will include at least two (2) community meetings/workshops throughout the update process in addition to the City Council meetings outlined below. The Consultant will be responsible for preparing any meeting information flyers advertising the community meetings/workshops, and the City will be responsible for mailing, posting, and distributing the flyers. Consultant shall submit the preliminary outreach and engagement plan framework which may include: website information portal, social media engagement and/or other proposed media outlets to the City as part of this RFP. A final Outreach and Engagement Plan shall be prepared and submitted for review and approval within sixty (60) days of contract execution date.

Deliverable(s): Community Outreach and Engagement Plan

Task 4.2

Consultant will prepare the exhibits and presentations to the City Council. Consultant must be prepared to attend, in total, a minimum of two (2) public hearings held by the City Council. The Consultant shall incorporate additional costs incurred if attendance at two (2) additional public hearing is required.

Deliverable(s): Exhibits and public hearing presentations.

TASK 5. Facilitation of Review and Approval of General Plan Amendments

Task 5.1 Maintain Ongoing Discussion with City Staff about the Progress of the Draft Public Health & Safety Element Update and the Preparation of the Environmental Justice Element

As work progresses, Consultant shall maintain ongoing discussions with City Staff to ensure the appropriate document format, and to ensure the appropriate goals, policies, and objectives are included in the update of the Safety Element and preparation of the Environmental Justice Element.

Task 5.2 First Draft of Public Health & Safety Element Update and the Preparation of the Environmental Justice Element Consultant will submit the draft Public Health & Safety Element Update and Environmental Justice Element for a 30-day internal staff review period. Consultant is expected to coordinate with City staff to provide adequate time for review and discussion of revisions for each section. After City staff provides comments on the draft document, Consultant shall update the draft documents to incorporate the comments. It is anticipated that two rounds of review will be required.

Deliverable(s): Six (6) hard copies and one (1) electronic copy in both PDF

Request for Proposals – City of Porterville Public Health & Safety Element Update and Preparation of an Environmental Justice Element

Proposal Due Date: 5:00 PM, Monday, May 22, 2023

and Microsoft Word Format

Task 5.3 Final Draft of the Public Health & Safety Element Update and Preparation of the Environmental Justice Element

Consultant will prepare the final draft Public Health & Safety Element Update and the Environmental Justice Element for public review. Consultant will distribute final draft document to interested agencies as determined by the City for public review. Consultant will review public comments and incorporate revisions as directed.

Deliverable(s): Four (4) hard copies, (Three (3) bound copies and one (1) unbound copy) and one (1) electronic copy in both PDF and Microsoft Word Format

Task 5.4 City Adoption

Upon adoption of the Final Draft of the Public Health & Safety Element Update and the Preparation of the Environmental Justice Element by the City Council, the Consultant will prepare a final version of the documents for inclusion in the General Plan document.

Task 5.5 Public Noticing

The Consultant shall prepare tribal noticing pursuant to Senate Bill SB 18, including the mailing of the notices via certified mail and providing copies of the certified receipts to the City, and assist with any consultation in accordance with statutory timelines. Consultant shall coordinate with City staff to allow for adequate review and oversight of noticing materials and activities. All notices shall be submitted to the City for review prior to circulation. Consultant shall also be responsible for preparing materials for, presenting at, and attending all public hearing(s). The City will be responsible for preparing and mailing notices for the public hearing(s).

Deliverable(s): One (1) electronic copy in both PDF and Microsoft Word Format of each document and the public hearing notice(s)

TASK 6. Environmental Analysis

Task 6.1 Environmental Determination

Consultant will conduct an initial environmental review of the project and complete an initial study checklist on the Public Health & Safety Element Update and the Preparation of the Environmental Justice Element in compliance with local requirements, California Environmental Quality Act (CEQA) requirements (Public Resources Code 21000 et. seq) and the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et. seq).

Please note: Since the level of environmental review has not yet been determined, the portion of the proposal responsive to Task 6 shall include two scopes of work: one

Request for Proposals – City of Porterville Public Health & Safety Element Update and Preparation of an Environmental Justice Element

Proposal Due Date: 5:00 PM, Monday, May 22, 2023

for each of the potential levels of environmental review (Mitigated Negative Declaration or an Environmental Impact Report).

Task 6.2 Draft of Environmental Analysis (Screen Check)

Consultant will prepare a draft environmental document (screen check), and associated technical studies, in compliance with CEQA and submit for a minimum 30-day internal staff review period. Consultant will coordinate with City staff to review and consider comments/suggestions received on previous draft version. After City staff provides comments on the draft document, Consultant shall update draft to incorporate comments and other technical analysis as needed. It is anticipated that two rounds of review will be required.

Deliverable(s): One (1) electronic copy in both PDF and Microsoft Word Format

Task 6.3 Environmental Noticing, Outreach, and Filing

Consultant will prepare and file all environmental notices (i.e., Notice of Intent, Notice of Determination), and documents for the environmental review of the General Plan Element update. If necessary, Consultant shall produce the Notice of Preparation (NOP) and Notice of Scoping meeting, subject to City staff review. The Consultant shall prepare tribal noticing pursuant to Senate Bill SB 52, including the mailing of the notices via certified mail and providing copies of the certified receipts to the City, and assisting with any consultation in accordance with statutory timelines. The Consultant shall complete response to comments.

Consultant shall also be responsible for preparing materials for, presenting at, and attending public scoping meeting, if necessary. All notices shall be submitted to the City for review prior to posting or circulating. The City will be responsible for preparing and mailing notices for the public hearing.

Deliverable(s): One (1) electronic copy in both PDF and Microsoft Word Format of each document

Task 6.4 Circulation of Final Draft of Environmental Analysis

Consultant will distribute final draft document to interested agencies as determined by the City for public review. Consultant will review public comments, prepare response to comments, and incorporate revisions.

Deliverable(s): Four (4) hard copies (3 bound copies and 1 unbound copy), one (1) electronic copy in both PDF and Microsoft Word Format, and Twenty (20) CD-ROM copies

Task 6.5 Adoption

As needed, Consultant shall prepare final findings of fact and statement of overriding

considerations, and provide to City for review prior to distribution. Prepare and submit requiring filings with State agencies and County Recorder's Offices.

Deliverable(s): One (1) hard copy and one (1) electronic copy in both PDF and Microsoft Word Format

5.0 PROPOSAL SUBMITTAL REQUIREMENTS

Proposal responses must adhere to the requirements set forth in this Section 5, both for content and sequence. Failure to adhere to these requirements or the inclusion of conditions, limitation or misrepresentations may be cause for rejection of the submittal. The original proposal and each subsequent copy must be submitted on paper, properly bounded and appropriately labeled, in the following order:

- A. **Cover Letter:** Provide a cover letter and introduction that includes the name and address of the organization and individuals submitting the proposal, together with the name, address, telephone number, facsimile number, and e-mail address of the contact person who will be authorized to represent the organization, and general information about the firm (e.g., company size, location of office(s), years in business, organization chart, number of staff). The introduction shall express the consultant's ability and desire to meet the requirements of this Request for Proposal. The letter must be signed by an individual authorized to bind the firm contractually.
- B. **Consultant Qualifications:** Describe the firm's resources, experience, and capabilities as it relates to the Scope of Work described under Section 4.0. Submit in the order identified below:
 - 1. **Executive Summary:** An executive summary should briefly describe the Consultant's qualifications, including experience in preparation of a Public Health & Safety Element Updates and the Preparation of the Environmental Justice Element, and associated public outreach. The summary should include a description of general plan update projects recently completed.
 - 2. **Project Approach:** Provide a description of the project approach for executing all the tasks in the Scope of Work. Provide a detailed description of how the public outreach will be conducted, including outreach platforms and activities, and if available, include not less than three (3) examples of previous outreach campaigns used for similar projects. Provide a preliminary scope of work and schedule aligned with the key tasks as described in the RFP, with any additions or modifications recommended in the proposal.
 - 3. **Work Schedule:** Review the scope of work and provide comments, including changes to the schedule, sequencing, specific work items, and/or

recommendations for additional work items or optional tasks. Include a proposed schedule or timeline for the entire project, which depicts the overall cumulative project schedule and time to complete each task, including milestones, community meetings, and City Council Public Hearings, based on the initial start date of June 12, 2023.

The schedule should demonstrate how and what point the Consultant will complete the project, incorporate all public outreach meetings, review periods, and complete any necessary revisions to the project, pursuant to the direction of the City Council.

Qualifications: Provide the firm's background and qualifications to perform the requested services. Identify all key project personnel and/or sub-Consultants and their role in completing the project, including identifying the key staff person responsible for the general project management for each phase of the project, and key staff person responsible for management of the CEQA compliance functions. Summarize the relevant qualifications and experience of each of the identified personal.

4. **Experience:** Detail previous experience updating and amending General Plan elements (specifically the Public Health & Safety Element and the Preparation of the Environmental Justice Element) or similar activities. Provide a list of General Plan Updates previously prepared and/or similar projects completed for the past five (5) years. Detail previous experience preparing CEQA documentation, including but not limited to documentation for Public Health & Safety Element updates and preparation of the Environmental Justice Element. Indicate how the team's experience relates to the Project Description.
5. **References:** List five (5) public sector clients, including three (3) of the most recent and relevant and with whom similar, comparable services have been performed. Provide name, mailing address, and telephone number of the principal contact. If there are multiple firms included in the proposal, i.e., sub-consultants, include five references for each firm. Provide a brief description of the service provided and the dates of the work provided. Do not include references from the City of Porterville.
6. **Fee Schedule and Cost Estimates:** Provide a detail cost breakdown, including the cost and hours for each task. Costs should include hours and staff assignments for each task. Provide a fee schedule with hourly rates for each person who will be involved in the preparation of the plan. List travel costs and any other direct or indirect costs associated with performing the required services. The cost estimates should include costs for all administrative and material costs, and shall be a not-to-exceed total budget.

7. **Commercial General Liability and Professional Liability Insurance:** Provide statement that adequate insurance is or can be provided. The City requires a commercial general liability of \$2,000,000 per occurrence and professional liability with insurance companies with a Best's Guide Rating of A-Class VII or better.
8. **Professional Services Contract:** The successful proposer will be required to execute a professional services contract with the City. A template is attached to this RFP as Attachment A. Please note any exceptions to the contract template. It is further anticipated that the City will enter into a Not to Exceed (NTE) contract. The successful proposer will be responsible for obtaining a Porterville business license before work can begin. Information on obtaining a Porterville business license can be obtained by calling (559) 782-7460.

Please note: Any substitution of key personnel during the project shall require the prior approval of the City and submittal of the above information for the proposed new team members for City review.

6.0. PRESUBMITTAL QUESTIONS

Prospective consultants can submit any questions about the RFP via the Public Purchase website: www.publicpurchase.com, **by 5:00 P.M. on Monday, May 8, 2023.**

7.0 PROPOSAL SUBMITTAL DATE

Firms wishing to be considered for this RFP, must submit three (3) hard copies of the submittal packet formatted to standard letter-sized paper of their proposal in a sealed envelope and one (1) electronic PDF copy (saved on a flash drive or submitted electronically via the Public Purchase website: www.publicpurchase.com) of their proposal in a sealed envelope **by 5:00 P.M. on Monday, May 22, 2023.** Proposal shall be signed by an authorized officer in order to receive consideration. The envelope should be clearly marked as shown below:

City of Porterville
Proposal for Public Health & Safety Element Update and Preparation of
an Environmental Justice Element to the Porterville 2030 General Plan
Attention: Jason Ridenour, Assistant City Manager
291 N Main St
Porterville, CA 92257

FAXED PROPOSALS, E-MAILED PROPOSALS, LATE PROPOSALS, OR POSTMARKS WILL NOT BE ACCEPTED.

8.0 SELECTION PROCESS

Each proposal will be reviewed by City staff.

The City's selection process will be based on:

- A. The proposal's conformance to the Request for Proposals
- B. The firm's ability to complete the analysis in a timely manner
- C. Demonstrated understanding of the scope of work
- D. Qualifications and resources of the firm and staff
- E. Preliminary cost information
- F. Record of performance
- G. References

The City reserves the right, where it may serve the best interest of the City, to request additional information and clarification from Consultants. At the discretion of the City, Consultants submitting proposals may be requested to make oral presentations as part of the evaluation process.

Upon final selection of the Consultant, the scope of services may be modified and refined during negotiations with the City.

9.0 TENTATIVE PROPOSAL EVALUATION SCHEDULE

The City has established the following target dates for evaluation and scheduling purposes. The following dates are tentative, non-binding, and are subject to change without prior notice.

TASK	TENTATIVE DATE
1. Request for Proposal Release Date	Saturday, April 22, 2023
2. Deadline to Submit Questions Through Public Purchase Website: www.publicpurchase.com	Monday, May 8, 2023
3. Proposals Due	Monday, May 22 2023
4. Review of Proposal by City Staff, and Proposal interviews (if needed)	May 23 - June 2, 2023
5. Consultant Selection and Award (City Council meeting)	June 6, 2023
6. Draft Public Health & Safety Element update and prepared Environmental Justice Element and Draft Environmental Screen Check Completed for City Staff Review	January 8, 2024
7. Final Draft of Public Health & Safety Element Update and Prepared Environmental Justice Element Final Draft Environmental Document Completed for Public Review	April 2024

Request for Proposals – City of Porterville Public Health & Safety Element Update and Preparation of an Environmental Justice Element

Proposal Due Date: 5:00 PM, Monday, May 22, 2023

10.0 GENERAL TERMS AND CONDITIONS

10.1 City's Rights

The City may investigate the qualifications of any proposer under consideration, require confirmation of information furnished by a Proposer, and require additional evidence of qualifications to perform the Services described in this RFP. The City reserves the right to:

- Reject any or all of the proposals.
- Issue subsequent Requests for Proposals.
- Cancel the entire Request for Proposal.
- Remedy technical errors in the Request for Proposal process.
- Appoint evaluation committees to review proposals.
- Seek the assistance of outside technical experts in proposal evaluation.
- Approve or disapprove the use of particular subcontractors.
- Establish a short list of Proposers eligible for discussions after review of written proposals.
- Negotiate with any, all, or none of the Proposers.
- Solicit best and final offers from any or all Proposers.
- Award a contract to one or more Proposers. (Except for Brooks Bill procurements where multiple awards are not allowed).
- Accept other than the lowest offer.
- Waive informalities and irregularities in proposals.

This RFP does not commit the City to enter into a contract.

10.2 Pre-contractual Costs

The City of Porterville shall not, in any event, be liable for any pre-contractual costs incurred in the preparation of the proposal, in the submission of additional information, and/or in any other aspect of a proposal prior to the award of a written contract will be borne by the Proposer.

10.3 City Assistance and Documentation

Request for Proposals – City of Porterville Public Health & Safety Element Update and Preparation of an Environmental Justice Element

Proposal Due Date: 5:00 PM, Monday, May 22, 2023

The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other costs or obligation of any kind that may be incurred by a Proposer.

10.4 Late Proposals

It is the Consultant's sole responsibility to ensure that proposals are received at the City Community Development Department prior to the scheduled closing time specified in this RFP. Proposals will not be accepted after the deadline.

10.5 Withdrawal of Proposals

Proposals may be withdrawn if written notification of withdrawal of the proposal is signed by an authorized representative of the proposer and received at the City office prior to the closing time for receipt of proposals. Proposals cannot be changed or withdrawn after the time designated for receipt.

10.6 News Releases

News releases pertaining to the award of any contract resulting from this RFP shall not be made without prior approval of the City. The City's name and shield shall not appear on customer lists, advertising or other materials used to promote the Consultant's services without prior written approval of the City.

10.7 Examination of RFP Documents

Each proposer shall be solely responsible for examining the RFP Documents, including any Addenda issued during the proposal period, and for informing itself with respect to any and all conditions which may in any way affect the amount or nature of the proposal, or the performance of the services in the event the proposer is selected. No relief for error or omission will be given.

10.8 Public Records Act

Responses to this RFP become the exclusive property of the City and subject to the California Public Records Act. Those elements in each proposal which are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" may not be subject to disclosure. The CITY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. Proposers which indiscriminately identify all or most of their proposal as exempt from

disclosure without justification may be deemed non-responsive.

In the event the CITY is required to defend an action on a Public Records Act request for any of the contents of a proposal marked "confidential", "proprietary", or "trade secret", Proposer agrees, upon submission of its proposal for City's consideration, to defend and indemnify the City from all costs and expenses, including attorney's fees, in any action or liability arising under the Public Records Act.

11.0 ONLINE REFERENCES

Consultants are advised to refer to the City's website at www.ci.porterville.ca.us for a copy of the current General Plan and other relevant City documents. Please refer to the following links:

https://www.ci.porterville.ca.us/departments/community_development/development_activity.php

ATTACHMENT A
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2023, by the **CITY OF PORTERVILLE**, a municipal corporation, ("CITY") and **XXXXXXXXXXXXXXXXXX**, herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Porterville Council Resolution No. 22-2008 (March 4, 2008).
2. CITY desires to utilize the services of CONTRACTOR to **provide an update to the Public Health & Safety Element and to prepare an Environmental Justice Element to the City of Porterville 2030 General Plan, and to prepare and process a California Environmental Quality Act (CEQA) compliance document.**
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

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

SECTION 1. CONTRACT SERVICES:

CONSULTANT hereby agrees to provide the following services and materials, in a timely manner as described in the Scope of Work, Attachment A.

SECTION 2. PAYMENT:

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

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

Request for Proposals – City of Porterville Public Health & Safety Element Update and Preparation of an Environmental Justice Element

Proposal Due Date: 5:00 PM, Monday, May 22, 2023

SECTION 3. COMPLETION DATE:

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

SECTION 4. FAMILIARITY WITH PROJECT:

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

SECTION 5. INDEPENDENT CONTRACTOR:

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

(i) Professional Liability Insurance

Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and consultant agrees to maintain continuous coverage through a period of no less than three years after completion of the services required by this agreement.

(ii) General Liability

Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit. Consultant's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under

such policies.

(iii) Auto Liability

Consultant shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than one million dollars (\$1,000,000) per accident.

(iv) Worker's Compensation

Consultant shall maintain Worker's Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(v) Indemnity for Professional Liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, including the cost to defend and hold harmless City and any of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal consultant's fees and costs but only to the extent the Consultant (and its Sub-Consultants) are responsible for such damages, liabilities, and costs on a comparative basis of fault between the Consultant (and its Sub-Consultants) and the City in the performance of professional services under this agreement.

(vi) Indemnity for Other than Professional Liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including legal Consultant's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

SECTION 6. WORKMANSHIP AND MATERIALS:

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

SECTION 7. ASSIGNMENT OF CONTRACT:

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

SECTION 8. AFFIRMATIVE ACTION:

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

SECTION 9. CONFLICT OF INTEREST CODE:

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

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

SECTION 10. TERMINATION:

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

SECTION 11. ENTIRE CONTRACT:

It is understood and agreed that this Service Agreement represents the entire Agreement between the parties. Should it be necessary to institute legal proceedings to enforce any and all of the covenants and conditions of this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs.

SECTION 12. DISPUTES; VENUE:

Request for Proposals – City of Porterville Public Health & Safety Element Update and Preparation of an Environmental Justice Element

Proposal Due Date: 5:00 PM, Monday, May 22, 2023

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

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

CITY OF PORTERVILLE	CONSULTANT
By _____	By _____
Date _____	Date _____



CITY COUNCIL AGENDA – APRIL 18, 2023

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

SOURCE: Engineering and Project Management

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

City staff endeavors to honor its commitment to the Building Industry Association (BIA) by providing 60-days notice prior to the effective date of the annually adjusted fees. The BIA of Tulare/Kings Counties, Inc., has requested that they be notified of the annual adjustment of the attached fees, which are adjusted annually by application of the Engineering News-Record (ENR) Cost Index. Notification was sent to BIA, developers, and Porter Vista Utilities on April 12, 2023. Most of the fees in Exhibit "H" Connection Fees were in effect before January 1, 1989, (the effective date of the Mitigation Fee Act) and have only been increased by the ENR 20 City Construction Cost Index. The fees subject to the Act, that were adopted or increased after its effective date, were adopted or increased in accordance with those regulations. Again this year, City staff is providing notice of the fees covered by the Mitigation Fee Act. The applicable fees are: 1) Hillside Development Trunk Line Sewer Fees; 2) Hillside Development Water Trunk Fees; 3) Transportation Impact Fees; and 4) Park Impact Fees (Exhibit "A").

The fee adjustments (3.01%) are shown in the attached Exhibit "A" Park Impact Fees and Exhibit "H" Connection Fees and will go into effect on July 1, 2023.

RECOMMENDATION: That the City Council set a Public Hearing for June 13, 2023, pursuant to Government Code Section 66016, to consider the implementation of the City's Impact Fee ENR Cost Index auto escalator.

ATTACHMENTS:

1. Exhibit "A" Park Impact Fees
2. Exhibit "H" Connection Fees
3. California Government Code 66016

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

EXHIBIT 'A'

PARK IMPACT FEES ◇

	Effective Date <u>07/01/22</u>	Effective Date <u>07/01/23*</u>
1. Single Family (RS-1 & RS-2) Δ	\$960	\$988
2. Multiple Family Per Unit Δ	\$745	\$767
3. Mobile Homes Δ	\$538	\$555

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

*MO #XX-XXXX – Based on ENR Index = 13176.3

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

◇ Fees Covered by the Mitigation Fee Act

EXHIBIT 'H' CONNECTION FEES

		EFFECTIVE DATE	
	<u>SEWER TRUNK LINE FEES</u>	7/01/22	7/01/23*
1.	Hillside Development - per acre (Δ 142-02)◇ _	\$1,429	\$1,472
2.	Single Family (RS-1 & RS-2) - per acre (Δ 94-90)	\$2,680	\$2,761
3.	Duplex (RM-1) - per acre (Δ 94-90)	\$6,224	\$6,411
4.	Multiple Family (RM-2 & RM-3) - per acre (Δ 94-90)	\$14,520	\$14,957
5.	Institutional - per acre**(Δ 94-90)	\$1,009	\$1,039
6.	Commercial & Professional Office - per acre**(Δ 94-90)	\$3,784	\$3,898
7.	Industrial - per acre**(Δ 94-90)	\$16,154	\$16,640

		EFFECTIVE DATE	
	<u>TREATMENT PLANT FEES</u>	7/01/22	7/01/23*
1.	Single Family and Multiple Family - per unit (Δ 67-03)	\$4,392	\$4,524
2.	Commercial and Industrial - per sewer connection (Δ 67-03)	\$15.69 (per gpd) (\$4,392)	\$16.16 (per gpd) (\$4,524)

		EFFECTIVE DATE	
	<u>SEWER CONNECTION CHARGES</u>	7/01/22	7/01/23*
1.	Six Inch or Smaller - per foot	\$14.48	\$14.92
2.	Eight Inch - per foot	\$18.99	\$19.56

		EFFECTIVE DATE	
	<u>WATER TRUNK FEES</u>	7/01/22	7/01/23*
1.	Hillside Development - per acre (Δ 142-02) ◇ _	\$2,103	\$2,167
2.	Single Family (RS-1 & RS-2) - per acre (Δ 93-90)	\$4,385	\$4,517
3.	Duplex (RM-1) - per acre (Δ 93-90)	\$10,977	\$11,308
4.	Multiple Family (RM-2 & RM-3) - per acre (Δ 93-90)	\$25,628	\$26,400
5.	Institutional**(Δ 93-90)	\$2,862	\$2,948
6.	Commercial and Professional Office - per acre**(Δ 93-90)	\$3,296	\$3,395
7.	Commercial Crop Cultivation – per acre**(Ord. 1813) D	\$823	\$848
8.	Industrial - per acre**(Δ 93-90)	\$25,312	\$26,074

		EFFECTIVE DATE	
	<u>WATER CONNECTION FEE</u>	7/01/22	7/01/23*
1.	Connection Charges - per foot	\$11.77	\$12.12

		EFFECTIVE DATE	
	<u>STREET LIGHT FEES</u>	7/01/22	7/01/23*
1.	Multiple Family - per foot	\$3.75	\$3.86
2.	Commercial/Industrial - per foot	\$4.74	\$4.88

		EFFECTIVE DATE	
	<u>STORM DRAINAGE FEES</u>	7/01/22	7/01/23*
1.	Single Family (RS-1 & RS-2) - per acre (inc. Hillside Dev.) (Δ 95-90)	\$7,223	\$7,441
2.	Duplex (RM-1) - per acre (Δ 95-90)	\$9,635	\$9,925
3.	Multiple Family (RM-2 & RM-3) - per acre (Δ 95-90)	\$14,456	\$14,891
4.	Commercial, Industrial & Institutional - per acre (Δ 95-90)	\$19,266	\$19,846

		EFFECTIVE DATE	
	<u>FIRE HYDRANT FEES</u>	7/01/22	7/01/23*
1.	Multiple Family - per foot	\$4.90	\$5.05
2.	Commercial/Industrial - per foot	\$7.27	\$7.49

		EFFECTIVE DATE	
	<u>TRANSPORTATION IMPACT FEES</u> ◇	7/01/22	7/01/23*
1.	Single Family (RS-1 & RS-2) per unit (Δ 50-98)	\$1,446	\$1,489
2.	Multiple Family (per unit) (Δ 50-98)	\$977	\$1,006
3.	General Office/ Institutional (per 1,000 sq ft of gross floor) (Δ 50-98)	\$3,977	\$4,096
4.	Commercial (per 1,000 square feet of gross floor area) (Δ 50-98)	\$7,564	\$7,792
5.	Light Industrial (per 1,000 square feet of gross floor area) (Δ 50-98)	\$1,128	\$1,161

		EFFECTIVE DATE	
	<u>FRONTAGE IMPROVEMENT VALUATION THRESHOLD</u>	7/01/22	7/01/23*
1.	Frontage Improvements are required when the Building Permit valuation is over ◆ (Beginning 2/19/04 - over a two-year period)	\$27,465	\$28,292

*MO #XX-XXXXXX – Based on ENR Index = 13176.3

Δ Resolution Establishing ENR Annual Adjustment

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

◇ Fees Covered by the Mitigation Fee Act

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

Water - \$220.38 per 100 GPD of actual average demand (adjusted annually by the ENR Construction Cost Index).

Sewer - \$187.32 per 100 GPD of actual daily flow (adjusted annually by the ENR Construction Cost Index).



State of California

GOVERNMENT CODE

Section 66016

66016. (a) Prior to levying a new fee or service charge, or prior to approving an increase in an existing fee or service charge, a local agency shall hold at least one open and public meeting, at which oral or written presentations can be made, as part of a regularly scheduled meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, and a statement that the data required by this section is available, shall be mailed at least 14 days prior to the meeting to any interested party who files a written request with the local agency for mailed notice of the meeting on new or increased fees or service charges. Any written request for mailed notices shall be valid for one year from the date on which it is filed unless a renewal request is filed. Renewal requests for mailed notices shall be filed on or before April 1 of each year. The legislative body may establish a reasonable annual charge for sending notices based on the estimated cost of providing the service. At least 10 days prior to the meeting, the local agency shall make available to the public data indicating the amount of cost, or estimated cost, required to provide the service for which the fee or service charge is levied and the revenue sources anticipated to provide the service, including General Fund revenues. Unless there has been voter approval, as prescribed by Section 66013 or 66014, no local agency shall levy a new fee or service charge or increase an existing fee or service charge to an amount which exceeds the estimated amount required to provide the service for which the fee or service charge is levied. If, however, the fees or service charges create revenues in excess of actual cost, those revenues shall be used to reduce the fee or service charge creating the excess.

(b) Any action by a local agency to levy a new fee or service charge or to approve an increase in an existing fee or service charge shall be taken only by ordinance or resolution. The legislative body of a local agency shall not delegate the authority to adopt a new fee or service charge, or to increase a fee or service charge.

(c) Any costs incurred by a local agency in conducting the meeting or meetings required pursuant to subdivision (a) may be recovered from fees charged for the services which were the subject of the meeting.

(d) This section shall apply only to fees and charges as described in Sections 51287, 56383, 65104, 65456, 65584.1, 65863.7, 65909.5, 66013, 66014, and 66451.2 of this code, Sections 17951, 19132.3, and 19852 of the Health and Safety Code, Section 41901 of the Public Resources Code, and Section 21671.5 of the Public Utilities Code.

(e) Any judicial action or proceeding to attack, review, set aside, void, or annul the ordinance, resolution, or motion levying a fee or service charge subject to this section shall be brought pursuant to Section 66022.

(Amended by Stats. 2006, Ch. 643, Sec. 19. Effective January 1, 2007.)



CITY COUNCIL AGENDA – APRIL 18, 2023

SUBJECT: Authorization to Execute Consultant Agreement with 4Creeks, Inc - Veterans Park Multi-Use Trail, Phase 2

SOURCE: Engineering and Project Management

COMMENT: The City has received a federal Congestion Mitigation & Air Quality Grant (CMAQ) for the construction of Phase 2 of the Veterans Park Multi-Use Trail. Grant delivery is dependent on the completion of the plan design before the end of this fiscal year. Staff has reached out to 4Creeks, Inc. for a quote for the design work as they are currently working on trail designs for the City and they are listed on the City's approved Engineering & Surveying Consultant On-Call List.

4Creeks, Inc. has submitted a quote in the amount of \$132,355 for the design work and has committed to delivering the required plans and specifications in time for the City to meet the requirements of the grant. Funding for the design of this project is approved in the 2022-2023 Fiscal Year budget with Measure R - Alternate Transportation Funds. Staff found the quote acceptable.

RECOMMENDATION: That the City Council:

1. Authorize the Engineering & Project Management Director to execute the Consultant Service Agreement for the design of Phase 2 of the Veterans Park Multi-Use Trail, with 4Creeks, Inc. in the amount of \$132,355;
2. Authorize progress payments up to one hundred percent (100%) of the fee amount; and
3. Authorize the Engineering & Project Management Director to secure Measure R Funds for the design of the project.

ATTACHMENTS:

1. Draft Service Agreement
2. Scope of Services
3. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

SERVICE AGREEMENT

DATE: April 20, 2023

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and 4Creeks Incorporated, hereinafter referred to as "CONSULTANT".

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

Project Name: Design and construction support services for Veteran's Park Multi-Use Trail, Phase 2

Description of Project: In general, the consultant will be provide engineering services for the Veteran's Park Multi-Use Trail, Phase 2 Project. Details are summarized in Scope of Services as Attachment "A".

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

SECTION 1. CONTRACT SERVICES:

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

SECTION 2. PAYMENT:

In consideration for said services and materials, CITY shall pay CONSULTANT on a time and materials basis not to exceed **One Hundred Thirty-Two Thousand Three Hundred Fifty-Five** Dollars, (\$132,355).

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

SECTION 3. COMPLETION DATE:

The services to be performed by CONSULTANT will be commenced upon execution of this agreement and all design "work directives" shall be completed in time to meet the various submittal deadlines for the grant. In the case of ongoing testing and results protocol, the CONSULTANT shall submit results as required to CITY, State and/or Federal governing agencies.

SECTION 4. FAMILIARITY WITH PROJECT:

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

SECTION 5. INDEPENDENT CONTRACTOR:

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

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

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

SECTION 6. WORKMANSHIP AND MATERIALS:

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

SECTION 7. ASSIGNMENT OF CONTRACT:

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

SECTION 8. AFFIRMATIVE ACTION.

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

SECTION 9. CONFLICT OF INTEREST CODE:

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

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

SECTION 10. TERMINATION:

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

SECTION 11. ENTIRE CONTRACT:

It is understood and agreed that this Service Agreement represents the entire Agreement between

the parties. Should it be necessary to institute legal proceedings to enforce any and all of the covenants and conditions of this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs.

SECTION 12. DISPUTES; VENUE:

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

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

CITY OF PORTERVILLE

CONSULTANT

By_____

By_____

Date_____

Date_____

March 8, 2023



Ms. Sarah Weaver

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

Subject: Design Proposal for Veteran's Park Trail – Southern Segment

Dear Ms. Weaver,

We have prepared a scope of work and fee for the services required to complete the plans, specifications, and engineer's opinion of probable construction costs (PS&E) for the southern segment of Veteran's Park Trail. The project is approximately 0.80 miles of Class I path. Our understanding is that the scope of work will generally include the following improvements:

- Approximately 0.80 miles of 8' wide concrete paved trail with 2' wide shoulders
- Solar lighting for the length of the path
- Approximately 100 LF of new security fencing
- Approximately 400 SF of concrete for four (4) bench seating areas

Below you will find a breakdown of the tasks needed to complete this project.

Task 1: Project Management

4Creeks will manage the design team's progress throughout the life of the project. The City of Porterville will be the Contract Administrator for the project. The purpose of the Project Management task is to organize the efforts of the project team, including the City, to keep the project on schedule and on budget. 4Creeks will:

- Manage project tasks and completion of work products
- Coordinate and manage the design team
- Manage and update the project schedule in coordination with the City of Porterville
- Schedule meetings in coordination with the City of Porterville
- Represent the 4Creeks' Team at project coordination meetings
- Prepare and distribute project coordination meeting minutes
- Respond to the City's questions/correspondence
- Implement and maintain quality control procedures across all disciplines involved in the project
- Provide overall quality control of the contract documents
- Prepare and submit monthly invoices to the City of Porterville

4Creeks will coordinate, schedule, and participate in project meetings with the City. 4Creeks assumes a meeting to review City comments after the 30%, 90%, and 100% submittals and one additional project coordination meeting for up to a total of four (4) project meetings to be held virtually or in-person.

The above **Task 1** services will be provided for a **Fixed Fee of \$8,410**. This task assumes up to four (4) project meetings to be held virtually and/or in-person. Please note additional meetings have been identified and included in other tasks. 4Creeks will be available to attend additional in-person or virtual meetings, as needed and approved by the City on a time and materials basis.

Task 2: Topographic Survey

This task includes a topographic field survey of the southern trail system of the existing Veteran's Park site in Porterville, California (APN # 251-360-001). The topographic survey is intended to be used in the design of the trail. 4Creeks will complete the topographic field survey which shall include, but not be limited to, the following:

- Observable utilities including fire hydrants, water meter boxes, sewer cleanouts, sewer and storm manholes, valve boxes, etc.
- Building locations
- Paved/parking areas
- Grass and landscaped areas
- Curb and gutter
- Concrete/sidewalk
- Tie into local County or GPS benchmark system
- Tie in adjacent centerline or property line monuments for baseline control of site (rotation)

4Creeks will then prepare the topographic survey map. Property boundaries will be prepared based on record data and field monumentation.

The above-described **Task 2** services shall be provided for a **Fixed Fee of \$10,500**. Any title or agency documentation shall be provided by the City and/or their agents. Any item not specifically mentioned above will be billed on a time and materials basis per the current 4Creeks fee schedule.

Task 3: Utility Research and Coordination

4Creeks will work with utility companies affected by the project in providing a complete set of plans for construction bidding. Along Veteran's Park Trail, there are wet and dry utilities that will need to be included in the topographic base map. 4Creeks will complete utility research to identify and mitigate existing and potential conflicts. 4Creeks will complete the following utility research and coordination:

- Obtain utility plats and record drawings from utility companies
- Schedule meetings and site visits with affected utility companies and the City of Porterville in identifying utility conflicts
- Include obtained utility information in the topographic survey and base map
- Draft conflict maps for each affected facility

The above **Task 3** services will be provided for a **Fixed Fee of \$2,590**.

Task 4: Geotechnical Analysis

4Creeks subconsultant, Krazan & Associates, will perform a geotechnical investigation. Krazan will drill eight (8) exploratory borings over the length of the proposed Class I path to a depth of five to 10 feet or auger refusal. Four (4) bulk subgrade soil samples will also be collected for laboratory R-Value testing. Prior to drilling operation, Underground Service Alert (USA) will be notified. All fieldwork will be done under the supervision of a Geotechnical Engineer. A final geotechnical report of the findings will be provided.

The above **Task 4** services will be provided for a **Fixed Fee of \$7,475**.

Task 5: PS&E for Civil Design of Southern Trail Segment

The 4Creeks' Team will prepare PS&E for review/approval by the City. Plans and cost estimates will be provided at the 30%, 90%, and 100% submittal stages. Specifications will be provided at the 90% and 100% submittal stages. It is anticipated that the City will provide a full review of the documents submitted at each stage of the project and will provide their comments to 4Creeks. The 4Creeks' Team will address the City's comments and revise the plans as appropriate and provide the City with responses to comments.

The following will be submitted with the 30%, 90%, 100%, and final submittals, or as noted below:

- Full-sized (22" x 34") plans – one hardcopy and electronic PDF file
- Specifications – one hardcopy and one electronic PDF file (90%, 100%, and final submittals)
- Engineer's Opinion of Probable Construction Costs – one hardcopy and one electronic PDF file
- Electronic copy of specifications in MS Word format (90%, 100%, and final submittals)
- 4Creeks response to comments and tracking - electronic PDF (90%, 100%, and final submittals)
- Electronic copy of plans in AutoCAD Civil 3D 2019 (submitted with final, signed plans only)

After final comments are addressed, one (1) set of the following hard copies will also be submitted for the final, signed contract documents:

- Full-sized plans
- Specifications
- Engineer's Opinion of Probable Construction Costs

Construction Plans

4Creeks will submit construction plans that conform to current regulations and guidelines in accordance with City of Porterville's Standard Plans and Specifications, Caltrans Standards and Specifications, and applicable AASHTO geometric design guidelines. It is anticipated the project improvements can be designed within the existing City right of way or the necessary right of way or easement areas will be obtained by the City.

Project plans will be prepared in AutoCAD Civil 3D on 22" x 34" size sheets. 4Creeks anticipates providing the following plan sheets for the project:

- Cover Sheet
- General Notes and Legend
- Key Map (assumed at 1" = 200' scale, 4 sheets)
- Cross Sections (assumed at 1" = 10' scale, 1 sheet)
- Topographic Survey/Demo Plans (assumed at 1" = 20' scale, 5 sheets)
- Layout Sheets & Utility Plan and Profile Sheets (assumed 1" = 20' scale, 5 sheets).
- Drive Approach Details (assumed 4 per page at 1" = 5' scale, 1 sheet)
- Construction and City Standard Details (assumed 3 sheets)
- Sight Amenities and Lighting Plan (assumed 1" = 20' scale, 5 sheets)

Specifications and Cost Estimate

4Creeks will prepare the project specifications and engineer's opinion of probable construction costs for the project. The City shall provide 4Creeks their current City specifications and technical special provisions in MS Word. Based on directions received from the City, 4Creeks anticipates the City will prepare the up-front, boilerplate specifications. 4Creeks shall prepare and provide the following:

- Short project description to be included in the project specifications
- Special provisions, technical specifications, and needed appendices for the project specifications
- Engineer's opinion of probable construction costs
- Bid item description, including measurement and payment for each item
- Excel file showing itemized quantity breakdowns

Special provisions and technical specifications that are not covered by the City's Standard Specifications will be prepared using Caltrans Standard Specifications and Special Provisions or industry standard specifications for the specific items identified, or similar technical specifications of previous projects.

The above **Task 5** services will be provided for a **Fixed Fee of \$92,110**.

Task 6: Bidding Phase Services

4Creeks will provide assistance during the bidding phase to help the City receive clear and concise bids from Contractors for the project construction. 4Creeks will provide the following bidding phase services:

- Attend and participate in a pre-bid meeting with the City and Contractors
- Provide supplemental instructions and clarifications to bidders as necessary; produce addendums to modify the bid documents (plans and specifications) as required
- Review bids received at the bid opening held by the City and provide a recommendation for award

The above **Task 6** services will be provided on a **time and materials basis**. We propose the City budget **\$3,080** for these services. This task assumes one (1) in-person pre-bid meeting to be held at the City's office or at the project site.

Task 7: Construction Assistance, CE Task

4Creeks will assist during construction, including but not limited to the following services:

- Attend and participate in the preconstruction meeting
- Respond to Requests for Information
- Review technical submittals if requested by the City
- Assist with change order review if requested by the City
- Prepare as-built record drawings in AutoCAD based on red-lined plans provided by the City/Contractor

Project costs for the above **Task 7** services will be provided on a **time and materials basis**. We propose the City budget **\$8,190** for these services. This task assumes one (1) in-person preconstruction meeting to be held at the City's office.

Total Amount for Tasks 1 to 7 = \$132,355

Schedule

4Creeks has attached a proposed project schedule which anticipates the 90% project plans, specifications, and engineer's opinion of probable construction costs (PS&E) will be completed and submitted to the City by May 31, 2023 to meet the funding deadline. **To meet this schedule, Notice to Proceed shall be provided to 4Creeks no later than March 23, 2023.** The items listed below are being provided to give the City the best chance possible of meeting their schedule. Our staff will aggressively pursue these items to get approvals as soon as reasonably possible.

1. **City-provided information/data** – The City shall provide the following information/data immediately upon notice to proceed:
 - Current City Standard Plans
 - Current City specifications and technical special provisions in MS Word
 - Record drawings of the project area
 - AutoCAD files of the project's north segment conceptual plans
 - Right of way documents or title reports for the project
 - Any utility information the City may have for the project area
2. **Expediting Permits** – The City will need to expedite any required City permits, such as for geotechnical investigations, so they are approved right away and there is no delay in work to be completed.
3. **Expediting City Review** – The City will need to expedite their review of the PS&E submittals. 4Creeks has included seven (7) working days for the City's review of the 30%, 90%, and 100% submittals.
4. **Utility Relocation Process** – At this time, it is unknown if there are any major utilities that will require relocation. 4Creeks staff will work with the utility companies as efficiently and quickly as possible to finalize the necessary utility relocation packages.

City of Porterville Responsibilities

- Provide information/data as noted in item 1 above.
- Provide responses to Consultant's questions within two (2) days throughout the project.
- Attend and participate in monthly project coordination meetings and City review meetings.
- Provide expedited permits and City review to maintain the project schedule.

Exclusions

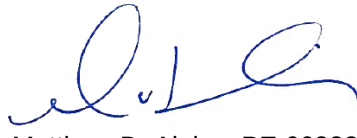
- Any work not specifically listed in this scope of work is excluded.

We are very excited to submit this proposal and look forward to continuing to develop a strong working relationship with the City of Porterville. If you have questions or need additional information, please feel free to give us a call to discuss.

Sincerely,



Elsa Mejia, PE 92473
Senior Civil Engineer



Matthew D. Ainley, PE 66233
Principal-In-Charge

encl: 4Creeks Fee Schedule
Current Prevailing Wage Surveying Rates
Project Schedule

EM/CC
Job No. 23064



4Creeks, Inc. Fee Schedule – Professional

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit. Fee schedules for the various billing categories are:

Classification	Charges Per Hour	Classification	Charges Per Hour
Civil Engineering Services		Architectural Services	
Associate Engineer	\$125	Architectural Designer	\$105
Engineer	\$145	Architect	\$145
Senior Engineer	\$175		
Principal Engineer	\$200		
Planning Services		Construction Inspection (Non-Prevailing Wage)	
Assistant Planner	\$90	Associate Construction Inspector	\$110
Associate Planner	\$115	Construction Inspector	\$130
Planner	\$135	Senior Construction Inspector	\$150
Senior Planner	\$165		
Principal Planner	\$185		
Structural Engineering Services		Construction Management	
Associate Structural Engineer	\$145	Associate Construction Manager	\$125
Structural Engineer	\$160	Construction Manager	\$145
Senior Structural Engineer	\$180	Senior Construction Manager	\$175
GIS Services		Technical Services	
Associate GIS Technician	\$90	Project Technician I	\$85
GIS Technician	\$100	Project Technician II	\$95
Senior GIS Technician	\$120	Project Technician III	\$105
		Project Technician IV	\$120
Utility Design Services		Public Outreach Coordination	
Associate Designer	\$105	Associate Outreach Coordinator	\$105
Designer	\$130	Outreach Coordinator	\$125
Senior Designer	\$160		
Land Surveying Services		Water Consulting Services	
Assistant Surveyor	\$110	Associate Water Consultant	\$115
Land Surveyor	\$135	Water Consultant	\$135
Senior Surveyor	\$155	Senior Water Consultant	\$165
Principal Land Surveyor	\$180		
1-Man Survey Crew *	\$150		
2-Man Survey Crew *	\$220	Executive Staff	
3-Man Survey Crew*	\$275	Associate Executive	\$120
Drone Pilot	\$155	Executive	\$145
		Senior Executive	\$165
Software Engineering Services		Expert Witness	
Assistant Software Engineer	\$75	Expert Witness	\$300
Associate Software Engineer	\$90		
Software Engineer	\$135		
Senior Software Engineer	\$165		

Direct Charges

At cost plus fifteen percent (15%):

- Transportation and per-diem expenses (auto mileage @ current IRS rate, off-road charges \$50.00/day)
- Printing and reproduction: \$0.03 per b/w copy, \$0.12 per color copy, \$0.80 per sq. ft. large printing
- Equipment rentals, subcontractors, laboratory analyses
- Website Hosting Fees: \$15/mo. | \$150/annual

*Prevailing wage rates by separate schedule – Varies by County



4Creeks, Inc. Fee Schedule – Professional

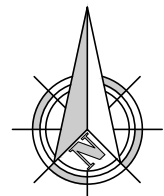
Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit. Fee schedules for the various billing categories are:

Classification	Charges Per Hour
Construction Inspection (Prevailing Wage)	
Construction Inspector	\$150
Construction Inspector Over Time	\$180
Construction Inspector - Sunday	\$210
Land Surveying (Prevailing Wage)	
1-Man Survey Crew – Tulare County	\$150
1-Man Survey Crew – Fresno County	\$150
1-Man Survey Crew – Kings County	\$150
1-Man Survey Crew – Kern County	\$150
1-Man Survey Crew – Merced County	
2-Man Survey Crew – Tulare County	\$280
2-Man Survey Crew – Fresno County	\$280
2-Man Survey Crew – Kings County	\$280
2-Man Survey Crew – Kern County	\$280
2-Man Survey Crew – Merced County	\$280

Direct Charges

At cost plus fifteen percent (15%):

- *Transportation and per-diem expenses (auto mileage @ current IRS rate, off-road charges \$50.00/day)*
- *Printing and reproduction: \$0.03 per b/w copy, \$0.12 per color copy, \$0.75 per sq. ft. large printing*
- *Equipment rentals, subcontractors, laboratory analyses*



0' 200' 400'

SCALE: 1" = 400'

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

VETERANS PARK
MULTI-USE TRAIL - PHASE 2

DRAWN BY	GG
CHECKED BY	SW
SCALE	1" = 400'
DATE	4/13/2023

SHEET
1
OF
1



CITY COUNCIL AGENDA – APRIL 18, 2023

SUBJECT: Authorization of Temporary Overflow Parking on City Property

SOURCE: City Manager's Office

COMMENT: City staff was recently contacted by Eagle Mountain Casino staff with a request to use the eastern unimproved overflow parking lot at the Sports Complex, as well as the City's unimproved overflow parking lot east of the Porterville Fairgrounds, as overflow parking for the new Eagle Mountain Casino during its planned public soft opening (April 20 - 23) and Grand Opening (May 5 - 14) events. Use of the unimproved overflow parking lot at the Sports Complex should not interfere with scheduled Sports Complex activities. However, construction continues on the tertiary treatment recycled wastewater facility near the lot so necessary traffic precautions would need to be implemented. Also, the Porterville Fair is scheduled for May 17-21, so accommodations will be made to not interfere with preparations for the upcoming Fair.

RECOMMENDATION: That the City Council authorize temporary overflow parking at the Porterville Sports Complex and on City property adjacent to the east of the Porterville Fairgrounds for the opening of the new Eagle Mountain Casino the days of April 20 - 23 and May 5 - 14, 2023.

ATTACHMENTS: 1. Locator Map

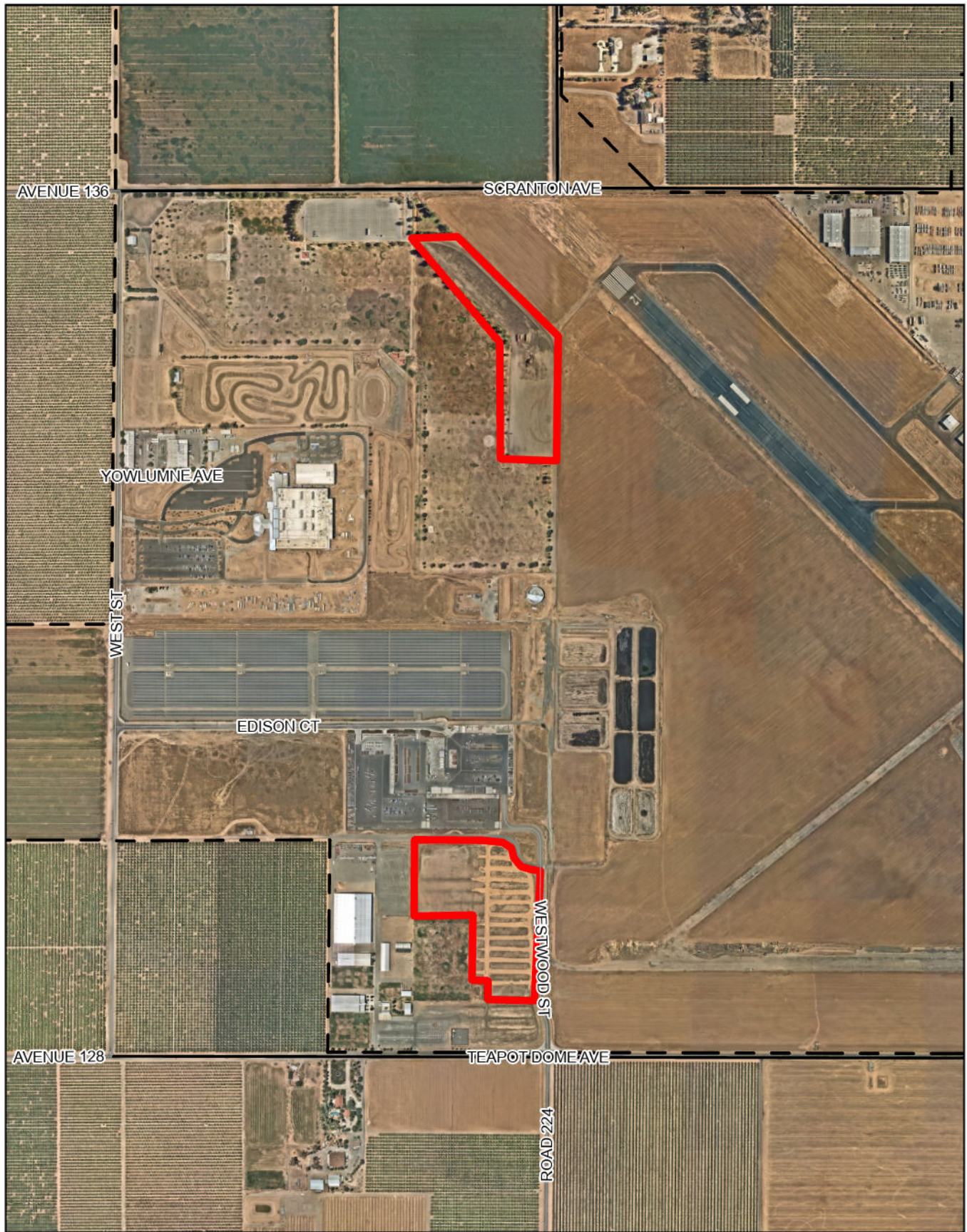
Appropriated/Funded:

Review By:

Department Director:
John Lollis, City Manager

Final Approver: John Lollis, City Manager

Overflow Parking



 Overflow Parking

 City Limits

0 500 1,000 Feet



Date Printed: 4/13/2023 by the Community Development Department



CITY COUNCIL AGENDA – APRIL 18, 2023

SUBJECT: Resolution Approving Side Letter with Porterville City Employees Association and Management and Confidential Series Employees Concerning Class A Driver's License Incentive Pay

SOURCE: Administrative Services

COMMENT: Within the scope of the Meyers-Milius-Brown Act, City representatives have met with representatives of the Porterville City Employees Association (PCEA) and Management and Confidential Series (MCS) and have reached an agreement to amend the Employee Pay & Benefit Plan to establish incentive pay of 2.5% of base salary for employees in specific job classifications who attain and retain a Class A Driver's License.

City Council acceptance and approval of the side letter agreement is needed before staff executes the letter and is most commonly demonstrated by Council authorization to change or amend, when applicable, those documents that are necessary to implement the points of agreement contained in the letter.

RECOMMENDATION: That the City Council adopt the draft Resolution approving a Side Letter between the City of Porterville and Porterville City Employees Association and Management & Confidential Series employees amending the Employee Pay & Benefit Plan establishing incentive pay for employees attaining and retaining a Class A Driver's License.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE APPROVING A SIDE LETTER AGREEMENT
BETWEEN THE CITY OF PORTERVILLE AND
PORTERVILLE CITY EMPLOYEES ASSOCIATION (“PCEA”) AND
MANAGEMENT & CONFIDENTIAL SERIES (“MCS”)
AMENDING THE EMPLOYEE PAY AND BENEFIT PLAN
ESTABLISHING INCENTIVE PAY FOR EMPLOYEES ATTAINING AND
RETAINING A CLASS “A” DRIVER’S LICENSE

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

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

WHEREAS, in order to meet the needs of the City, on a regular basis it is necessary that City staff utilize trailers in excess of 10,000 pounds to move heavy equipment and other materials. In order to comply with provisions of the California Vehicle Code, employee drivers must possess a Class A Driver’s License in order to haul these loads; and

WHEREAS, the City recognizes the additional educational requirements to employees who attain and retain a Class A Driver’s License, as well as the legal impacts to these employees while off-duty, and desires to provide incentive pay for mutual benefit; and

WHEREAS, there has been concurrence on a Side Letter Agreement between the City, PCEA and MCS to amend the Employee Pay and Benefit Plan to establish incentive pay in this regard.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the Employee Pay and Benefit Plan shall be amended to establish incentive pay in specific classifications, as follows:

Porterville City Employees Association Classifications:

Field Services Worker II/III – Streets
Mechanic II
Parks Maintenance Worker I/II/III
Water Utility Worker I/II/III

Management & Confidential Series Classifications:

Field Services Superintendent - Streets
Field Services Supervisor - Water
Parks Superintendent
Shop Superintendent
Water Systems Specialist
Water Utility Superintendent

Effective April 1, 2023, employees within the job classifications identified above are eligible to receive incentive pay of 2.5% of base salary to attain and retain a Class A Driver's License as conditioned herein.

Employees within the job descriptions identified above who currently possess and have possessed a Class A Driver's License and performed duties associated with said license since January 1, 2023, shall receive incentive pay of 2.5% of base salary retroactively effective to January 1, 2023, as conditioned herein.

The Class A Driver's License must be maintained in good standing to continue to receive this incentive pay. The intent of making this incentive pay available to employees is to provide a mutual benefit between the City and the eligible employee. If the employee is unable to perform the duties that require a Class A Driver's License for a period of time of sixty (60) days or longer due to any reason, including for a work-related or non-work-related injury, the incentive pay shall be suspended until such time as the employee returns to their performance of Class A driving duties.

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

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

PASSED, APPROVED AND ADOPTED this 18th day of April, 2023.

Martha A. Flores, Mayor

ATTEST:
John Lollis, City Clerk

By: _____
Fernando Gabriel-Moraga, Deputy City Clerk



CITY COUNCIL AGENDA – APRIL 18, 2023

SUBJECT: Out-of-State Travel for Fallen Firefighter Memorial

SOURCE: Fire

COMMENT: Annually, the National Fallen Firefighters Foundation sponsors the official national tribute to all firefighters who have died in the line of duty during the previous year. This annual event is held at the National Emergency Training Center in Emmitsburg, Maryland. This year the event has been moved to May and will honor the firefighters that perished in 2022. Members of the Porterville Fire Department's Honor Guard will attend the ceremony to honor the memory of Captain Figueroa and Firefighter Jones, as well as the firefighters that will be honored at this year's ceremony. Two members from the Fire Department's Honor Guard will depart on May 5th and return on May 8th. If travel is approved by the City Council, the associated costs will be paid for by the Fire Department's annual budget. Staff estimates that the total cost for two personnel is approximately \$4,000.

RECOMMENDATION: That the City Council:

- 1) Authorize travel by City representatives to Emmitsburg, Maryland; and
- 2) Approve up to \$4,000 in anticipated travel expenses from the Fire Department's annual budget.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Bryan Cogburn, Fire Chief

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – APRIL 18, 2023

SUBJECT: Status and Review of Local Drought Emergency

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 April 4, 2023, 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.

On March 28, 2022, Governor Newsom issued Executive Order N-7-22, that requires the state's largest water providers (including the City of Porterville) to put in place "Level 2" of water shortage contingency plans, which the City is currently in "Level 4." On June 10, 2022, the State Water Resources Control Board adopted emergency regulations to prohibit the watering of nonfunctional or purely decorative grass in commercial, industrial or institutional properties with potable water. On March 24, 2023, due to atmospheric river storms during the month of March 2023, Governor Newsom issued Executive Order N-5-23 that ended the requirement that the state's largest water providers (including the City of Porterville) put in place "Level 2" of water storage contingency plans (the City of Porterville is currently in "Level 4"), as well as ended the voluntary fifteen percent (15%) water conservation target.

At its meeting on January 17, 2023, the Council considered an emergency request from the County of Tulare for assistance to Self-Help Enterprises, Inc. (SHE) in the provision of source water for the Emergency Tank Program that serves 389 residences across Tulare County where domestic wells have run dry due to continued drought. The County had been providing source water from its well at the Bob Wiley Detention Facility, north of Visalia, but the recent

rainfall had caused damage and the temporary closure of the access road to the well. The Council acted to grant the County's request for emergency assistance and provide source water to SHE to continue the Emergency Tank Program, to be reviewed at its next regular meeting on February 7, 2023. On January 20, 2023, SHE began taking City water for delivery. The County later reported that the access road had been repaired and that the County source well was accessible again to SHE beginning on February 1, 2023. According to the City water meter report, approximately 111,500 gallons of water was accessed by SHE, with a corresponding cost of \$350. At Council's direction, City staff has also been in contact and coordinating with the Eastern Tule Groundwater Sustainability Agency (ETGSA) in regard to source water from the ETGSA crossing over into other GSA territories and other Sub-basins (e.g. Kaweah) and addressing any potential impacts, although it is important to note that the same has been happening from the County well that is located in the Kaweah Sub-basin.

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. On May 7, 2022, Tulare County OES notified the City that due to deteriorating conditions across the county involving small water systems dependent upon the Friant-Kern Canal that may result in the complete lack of water or "Do Not Drink" orders, the State and County may have to invoke the provision of water from the well.

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. Governor Newsom Executive Order N-7-22: March 28, 2022
 7. State Water Resources Control Board: Emergency Regulation - Water Conservation; June 10, 2022
 8. Governor Newsom Executive Order N-5-23: March 24, 2023
 9. State Water Resources Control Board Funding Agreement: Akin/Central Water Consolidation Project

Appropriated/Funded:

Review By:

Department Director:
John Lollis, City Manager

Final Approver: John Lollis, City Manager

RESOLUTION NO. 49-2015

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF PORTERVILLE DECLARING A DROUGHT EMERGENCY
WITHIN THE CITY OF PORTERVILLE

WHEREAS: in response to the ongoing severe drought, the State Water Resources Control Board approved an emergency regulation to ensure water agencies, their customers, and state residents increase water conservation in urban settings or face possible fines or other enforcement; and

WHEREAS: as we enter the fourth year of severe drought, long-term forecasts indicate no relief of the current drought conditions, and suggest a warmer-than-average summer, resulting in increased domestic demand for water; and

WHEREAS: public and private potable water supplies continue to be threatened due to decreasing supplies of groundwater caused by the precipitation deficit and an extended state of groundwater overdraft; and

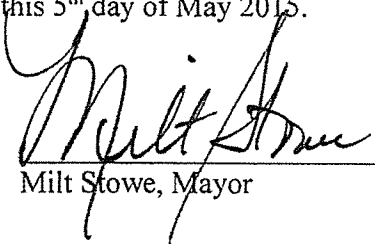
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

NOW, THEREFORE, BE IT RESOLVED: that the City Council of the City of Porterville does hereby proclaim that, due to drought conditions, a Local Emergency now exists in the city of Porterville and shall remain in effect for the duration of the emergency; and

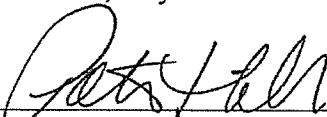
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance, to include a Presidential Declaration of Emergency and Individual Assistance and Public Assistance programs as applicable; and

BE IT FURTHER RESOLVED: that a copy of this resolution be forwarded to the State Director of the Office of Emergency Services.

PASSED, APPROVED, AND ADOPTED this 5th day of May 2015.


Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk


By: Patrice Hildreth, Chief Deputy City Clerk



United States Department of Agriculture

Office of the Secretary
Washington, D.C. 20250

March 5, 2021

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

Dear Governor Newsom:

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

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

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

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

Local FSA offices can provide affected farmers with further information.

Sincerely,

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

Thomas J. Vilsack
Secretary

Enclosure

Disaster Designation Areas for California and Contiguous States

Primary Counties:

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

Contiguous Counties:

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

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

Contiguous Counties in Adjacent States:

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

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

State of Emergency Proclamation

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

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

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

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

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

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

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

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

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

WHEREAS under the provisions of Government Code section 8625(c), I find that local authority is inadequate to cope with the drought conditions; and

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

NOW THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, section 8625, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist in Mendocino and Sonoma counties due to drought conditions in the Russian River Watershed.

IT IS HEREBY ORDERED THAT:

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

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

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

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

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

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

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

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

This Proclamation is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this Proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Proclamation.

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



GAVIN NEWSOM
Governor of California

ATTEST:

DR. SHIRLEY WEBER
Secretary of State

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

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

RESOLUTION NO. 2021-0290

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AYES: SUPERVISORS MICARI, VANDER POEL, SHUKLIAN, VALERO AND TOWNSEND

NOES: NONE

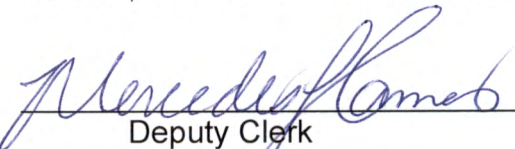
ABSTAIN: NONE

ABSENT: NONE

ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS



BY:


Deputy Clerk

**STATE WATER RESOURCES CONTROL BOARD
RESOLUTION NO. 2022-0002**

**TO ADOPT AN EMERGENCY REGULATION
TO SUPPLEMENT VOLUNTARY WATER CONSERVATION**

WHEREAS:

1. On April 21, May 10, and July 8, 2021, Governor Newsom issued proclamations that a state of emergency exists in a total of 50 counties due to severe drought conditions and directed state agencies to take immediate action to preserve critical water supplies and mitigate the effects of drought and ensure the protection of health, safety, and the environment.
2. On October 19, 2021, Governor Newsom signed a proclamation extending the drought emergency statewide and further urging Californians to reduce their water use.
3. There is no guarantee that winter precipitation will alleviate the current drought conditions.
4. Many Californians have taken bold steps over the years to reduce water use; nevertheless, the severity of the current drought and uncertainty about Water Year 2022 require additional conservation actions from residents and businesses.
5. Water conservation is the easiest, most efficient, and most cost-effective way to quickly reduce water demand and extend supplies into the next year, providing flexibility for all California communities. Water saved is water available next year, giving water suppliers the flexibility to manage their systems efficiently. The more water that is conserved now, the less likely it is that a community will experience such dire circumstances or that water rationing will be required.
6. Most Californians use more water outdoors than indoors. In many areas, 50 percent or more of daily water use is for lawns and outdoor landscaping. Outdoor water use is generally discretionary, and many irrigated landscapes would not suffer greatly from receiving a decreased amount of water.

7. Public information and awareness are critical to achieving conservation goals, and the Save Our Water campaign ([SaveOurWater.com](https://www.SaveOurWater.com)), run jointly by the Department of Water Resources (DWR) and the Association of California Water Agencies, is an excellent resource for conservation information and messaging that is integral to effective drought response.
8. [SaveWater.CA.Gov](https://www.SaveWater.CA.Gov) is an online tool designed to help save water in communities. This website lets anyone easily report water waste from their phone, tablet, or computer by simply selecting the type of water waste they see, typing in the address where the waste is occurring, and clicking send. These reports are filed directly with the State Water Resources Control Board (State Water Board or Board) and relevant local water supplier.
9. Enforcement against water waste is a key tool in conservation programs. When conservation becomes a social norm in a community, the need for enforcement is reduced or eliminated.
10. On October 19, 2021, the Governor suspended the environmental review required by the California Environmental Quality Act to allow State Water Board-adopted drought conservation emergency regulations and other actions to take place quickly to respond to emergency conditions.
11. Water Code section 1058.5 grants the State Water Board the authority to adopt emergency regulations in certain drought years in order to: “prevent the waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion, of water, to promote water recycling or water conservation, to require curtailment of diversions when water is not available under the diverter’s priority of right, or in furtherance of any of the foregoing, to require reporting of diversion or use or the preparation of monitoring reports.”
12. On November 30, 2021, the State Water Board issued public notice that the State Water Board would consider the adoption of the regulation at the Board’s regularly scheduled January 4, 2022 public meeting, in accordance with applicable State laws and regulations. The State Water Board also distributed for public review and comment a Finding of Emergency that complies with State laws and regulations.
13. The emergency regulation sets a minimum standard that many communities are already doing more but not everyone is taking these low-cost, easy to implement actions that can save significant amounts of water during a drought emergency.

14. Disadvantaged communities may require assistance in increasing water conservation, and state and local agencies should look for opportunities to provide assistance in promoting water conservation, including but not limited to translation of regulation text and dissemination of water conservation announcements into languages spoken by at least 10 percent of the people who reside in a water supplier's service area, such as in newspaper advertisements, bill inserts, website homepage, social media, and notices in public libraries.
15. The Board directs staff to consider the following in pursuing any enforcement of section 995, subdivision (b)(1)(A)-(F): before imposing monetary penalties, staff shall provide one or more warnings; monetary penalties must be based on an ability to pay determination, consider allowing a payment plan of at least 12 months, and shall not result in a tax lien; and Board enforcement shall not result in shutoff.
16. The Board encourages entities other than Board staff that consider any enforcement of this regulation to apply these same factors identified in resolved paragraph 15. Nothing in the regulation or in the enforcement provisions of the regulation precludes a local agency from exercising its authority to adopt more stringent conservation measures. Moreover, the Water Code does not impose a mandatory penalty for violations of the regulation adopted by this resolution, and local agencies retain their enforcement discretion in enforcing the regulation, to the extent authorized, and may develop their own progressive enforcement practices to encourage conservation.

THEREFORE BE IT RESOLVED THAT:

1. The State Water Board adopts California Code of Regulations, title 23, section 995, as appended to this resolution as an emergency regulation.
2. State Water Board staff will submit the regulation to the Office of Administrative Law (OAL) for final approval.
3. If, during the approval process, State Water Board staff, the State Water Board, or OAL determines that minor corrections to the language of the regulation or supporting documentation are needed for clarity or consistency, the State Water Board Executive Director or designee may make such changes.

4. This regulation shall remain in effect for one year after filing with the Secretary of State unless the State Water Board determines that it is no longer necessary due to changed conditions or unless the State Water Board renews the regulation due to continued drought conditions, as described in Water Code section 1058.5.
5. The State Water Board directs State Water Board staff to work with the Department of Water Resources and the Save Our Water campaign to disseminate information regarding the emergency regulations.
6. Nothing in the regulation or in the enforcement provisions of the regulation precludes a local agency from exercising its authority to adopt more stringent conservation measures. Local agencies are encouraged to develop their own progressive enforcement practices to promote conservation.

CERTIFICATION

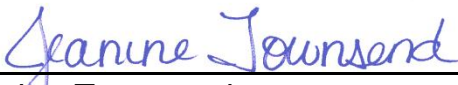
The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on January 4, 2022.

AYE: Vice Chair Dorene D'Adamo
Board Member Sean Maguire
Board Member Laurel Firestone
Board Member Nichole Morgan

NAY: None

ABSENT: Chair E. Joaquin Esquivel

ABSTAIN: None



Jeanine Townsend
Clerk to the Board

ADOPTED TEXT OF EMERGENCY REGULATION

Title 23. Waters

Division 3. State Water Resources Control Board and Regional Water Quality Control Boards

Chapter 3.5. Urban Water Use Efficiency and Conservation

Article 2. Prevention of Drought Wasteful Water Uses

§ 995. Wasteful and Unreasonable Water Uses.

(a) As used in this section:

(1) "Turf" has the same meaning as in section 491.

(2) "Incidental runoff" means unintended amounts (volume) of runoff, such as unintended, minimal overspray from sprinklers that escapes the area of intended use. Water leaving an intended use area is not considered incidental if it is part of the facility or system design, if it is due to excessive application, if it is due to intentional overflow or application, or if it is due to negligence.

(b)(1) To prevent the unreasonable use of water and to promote water conservation, the use of water is prohibited as identified in this subdivision for the following actions:

(A) The application of potable water to outdoor landscapes in a manner that causes more than incidental runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;

(B) The use of a hose that dispenses water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;

(C) The use of potable water for washing sidewalks, driveways, buildings, structures, patios, parking lots, or other hard surfaced areas, except in cases where health and safety are at risk;

(D) The use of potable water for street cleaning or construction site preparation purposes, unless no other method can be used or as needed to protect the health and safety of the public;

(E) The use of potable water for decorative fountains or the filling or topping-off of decorative lakes or ponds, with exceptions for those decorative fountains, lakes, or ponds that use pumps to recirculate water and only require refilling to replace evaporative losses;

(F) The application of water to irrigate turf and ornamental landscapes during and within 48 hours after measurable rainfall of at least one fourth of one inch of rain. In determining whether measurable rainfall of at least fourth of one inch of rain occurred in a given area, enforcement may be based on records of the National Weather Service, the closest CIMIS station to the parcel, or any other reliable source of rainfall data available to the entity undertaking enforcement of this subdivision; and

(G) The use of potable water for irrigation of ornamental turf on public street medians.

(2) Notwithstanding subdivision (b)(1), the use of water is not prohibited by this section to the extent necessary to address an immediate health and safety need. This may include, but is not limited to, the use of potable water in a fountain or water feature when required to be potable because human contact is expected to occur.

(c)(1) To prevent the unreasonable use of water and to promote water conservation, any homeowners' association or community service organization or similar entity is prohibited from:

(A) Taking or threatening to take any action to enforce any provision of the governing documents or architectural or landscaping guidelines or policies of a common interest development where that provision is void or unenforceable under section 4735, subdivisions (a) and (b) of the Civil Code;

(B) Imposing or threatening to impose a fine, assessment, or other monetary penalty against any owner of a separate interest for reducing or eliminating the watering of vegetation or lawns during a declared drought emergency, as described in section 4735, subdivision (c) of the Civil Code; or

(C) Requiring an owner of a separate interest upon which water-efficient landscaping measures have been installed in response to a declared drought emergency, as described in section 4735, subdivisions (c) and (d) of the Civil Code, to reverse or remove the water-efficient landscaping measures upon the conclusion of the state of emergency.

(2) As used in this subdivision:

(A) "Architectural or landscaping guidelines or policies" includes any formal or informal rules other than the governing documents of a common interest development.

(B) "Homeowners' association" means an "association" as defined in section 4080 of the Civil Code.

(C) "Common interest development" has the same meaning as in section 4100 of the Civil Code.

(D) "Community service organization or similar entity" has the same meaning as in section 4110 of the Civil Code.

(E) "Governing documents" has the same meaning as in section 4150 of the Civil Code.

(F) "Separate interest" has the same meaning as in section 4185 of the Civil Code.

(3) If a disciplinary proceeding or other proceeding to enforce a rule in violation of subdivision (c)(1) is initiated, each day the proceeding remains pending shall constitute a separate violation of this regulation.

(d) To prevent the unreasonable use of water and to promote water conservation, any city, county, or city and county is prohibited from imposing a fine under any local maintenance ordinance or other relevant ordinance as prohibited by section 8627.7 of the Government Code.

(e) The taking of any action prohibited in subdivision (b), (c) or (d) is an infraction punishable by a fine of up to five hundred dollars (\$500) for each day in which the violation occurs. The fine for the infraction is in addition to, and does not supersede or limit, any other remedies, civil or criminal.

(f) A decision or order issued under this section by the Board or an officer or employee of the Board is subject to reconsideration under article 2 (commencing with section 1122) of chapter 4 of part 1 of division 2 of the Water Code.

Authority: Section 1058.5, Water Code.

References: Article X, Section 2, California Constitution; Sections 4080, 4100, 4110, 4150, 4185, and 4735, Civil Code; Section 8627.7, Government Code; Sections 102, 104, 105, 275, 350, 491, and 1122, Water Code; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463; *Stanford Vina Ranch Irrigation Co. v. State of California* (2020) 50 Cal.App.5th 976.

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-7-22

WHEREAS on April 12, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, I proclaimed states of emergency that continue today and exist across all the counties of California, due to extreme and expanding drought conditions; and

WHEREAS climate change continues to intensify the impacts of droughts on our communities, environment, and economy, and California is in a third consecutive year of dry conditions, resulting in continuing drought in all parts of the State; and

WHEREAS the 21st century to date has been characterized by record warmth and predominantly dry conditions, and the 2021 meteorological summer in California and the rest of the western United States was the hottest on record; and

WHEREAS since my October 19, 2021 Proclamation, early rains in October and December 2021 gave way to the driest January and February in recorded history for the watersheds that provide much of California's water supply; and

WHEREAS the ongoing drought will have significant, immediate impacts on communities with vulnerable water supplies, farms that rely on irrigation to grow food and fiber, and fish and wildlife that rely on stream flows and cool water; and

WHEREAS the two largest reservoirs of the Central Valley Project, which supplies water to farms and communities in the Central Valley and the Santa Clara Valley and provides critical cold-water habitat for salmon and other anadromous fish, have water storage levels that are approximately 1.1 million acre-feet below last year's low levels on this date; and

WHEREAS the record-breaking dry period in January and February and the absence of significant rains in March have required the Department of Water Resources to reduce anticipated deliveries from the State Water Project to 5 percent of requested supplies; and

WHEREAS delivery of water by bottle or truck is necessary to protect human safety and public health in those places where water supplies are disrupted; and

WHEREAS groundwater use accounts for 41 percent of the State's total water supply on an average annual basis but as much as 58 percent in a critically dry year, and approximately 85 percent of public water systems rely on groundwater as their primary supply; and

WHEREAS coordination between local entities that approve permits for new groundwater wells and local groundwater sustainability agencies is important to achieving sustainable levels of groundwater in critically overdrafted basins; and

WHEREAS the duration of the drought, especially following a multiyear drought that abated only five years ago, underscores the need for California to redouble near-, medium-, and long-term efforts to adapt its water management and delivery systems to a changing climate, shifting precipitation patterns, and water scarcity; and

WHEREAS the most consequential, immediate action Californians can take to extend available supplies is to voluntarily reduce their water use by 15 percent from their 2020 levels by implementing the commonsense measures identified in operative paragraph 1 of Executive Order N-10-21 (July 8, 2021); 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, and under 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.

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 sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. The orders and provisions contained in my April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021 Proclamations remain in full force and effect, except as modified by those Proclamations and herein. State agencies shall continue to implement all directions from those Proclamations and accelerate implementation where feasible.
2. To help the State achieve its conservation goals and ensure sufficient water for essential indoor and outdoor use, I call on all Californians to strive to limit summertime water use and to use water more efficiently indoors and out. The statewide Save Our Water conservation campaign at [SaveOurWater.com](https://www.SaveOurWater.com) provides simple ways for Californians to reduce water use in their everyday lives. Furthermore, I encourage Californians to understand and track the amount of water they use and measure their progress toward their conservation goals.
3. By May 25, 2022, the State Water Resources Control Board (Water Board) shall consider adopting emergency regulations that include all of the following:
 - a. A requirement that each urban water supplier, as defined in section 10617 of the Water Code, shall submit to the Department of Water Resources a preliminary annual water supply and demand assessment consistent with section 10632.1 of the Water Code no later than June 1, 2022, and submit a final annual water

supply and demand assessment to the Department of Water Resources no later than the deadline set by section 10632.1 of the Water Code;

- b. A requirement that each urban water supplier that has submitted a water shortage contingency plan to the Department of Water Resources implement, at a minimum, the shortage response actions adopted under section 10632 of the Water Code for a shortage level of up to twenty percent (Level 2), by a date to be set by the Water Board; and
- c. A requirement that each urban water supplier that has not submitted a water shortage contingency plan to the Department of Water Resources implement, at a minimum, shortage response actions established by the Water Board, which shall take into consideration model actions that the Department of Water Resources shall develop for urban water supplier water shortage contingency planning for Level 2, by a date to be set by the Water Board.

To further conserve water and improve drought resiliency if the drought lasts beyond this year, I encourage urban water suppliers to conserve more than required by the emergency regulations described in this paragraph and to voluntarily activate more stringent local requirements based on a shortage level of up to thirty percent (Level 3).

- 4. To promote water conservation, the Department of Water Resources shall consult with leaders in the commercial, industrial, and institutional sectors to develop strategies for improving water conservation, including direct technical assistance, financial assistance, and other approaches. By May 25, 2022, the Water Board shall consider adopting emergency regulations defining “non-functional turf” (that is, a definition of turf that is ornamental and not otherwise used for human recreation purposes such as school fields, sports fields, and parks) and banning irrigation of non-functional turf in the commercial, industrial, and institutional sectors except as it may be required to ensure the health of trees and other perennial non-turf plantings.
- 5. In order to maximize the efficient use of water and to preserve water supplies critical to human health and safety and the environment, Public Resources Code, Division 13 (commencing with section 21000) and regulations adopted pursuant to that Division are hereby suspended, with respect to the directives in paragraphs 3 and 4 of this Order and any other projects and activities for the purpose of water conservation to the extent necessary to address the impacts of the drought, and any permits necessary to carry out such projects or activities. Entities that desire to conduct activities under this suspension, other than the directives in paragraphs 3 and 4 of this Order, shall first request that the Secretary of the Natural Resources Agency make a determination that the proposed activities are eligible to be conducted under this suspension. The Secretary shall use sound discretion in applying this Executive Order to ensure that the suspension serves the purpose of accelerating conservation projects that are necessary to address impacts of the drought, while at the same time

protecting public health and the environment. The entities implementing these directives or conducting activities under this suspension shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.

6. To support voluntary approaches to improve fish habitat that would require change petitions under Water Code section 1707 and either Water Code sections 1425 through 1432 or Water Code sections 1725 through 1732, and where the primary purpose is to improve conditions for fish, the Water Board shall expeditiously consider petitions that add a fish and wildlife beneficial use or point of diversion and place of storage to improve conditions for anadromous fish. California Code of Regulations, title 23, section 1064, subdivisions (a)(1)(A)(i)-(ii) are suspended with respect to any petition that is subject to this paragraph.
7. To facilitate the hauling of water for domestic use by local communities and domestic water users threatened with the loss of water supply or degraded water quality resulting from drought, any ordinance, regulation, prohibition, policy, or requirement of any kind adopted by a public agency that prohibits the hauling of water out of the water's basin of origin or a public agency's jurisdiction is hereby suspended. The suspension authorized pursuant to this paragraph shall be limited to the hauling of water by truck or bottle to be used for human consumption, cooking, or sanitation in communities or residences threatened with the loss of affordable safe drinking water. Nothing in this paragraph limits any public health or safety requirement to ensure the safety of hauled water.
8. The Water Board shall expand inspections to determine whether illegal diversions or wasteful or unreasonable use of water are occurring and bring enforcement actions against illegal diverters and those engaging in the wasteful and unreasonable use of water. When access is not granted by a property owner, the Water Board may obtain an inspection warrant pursuant to the procedures set forth in Title 13 (commencing with section 1822.50) of Part 3 of the Code of Civil Procedure for the purposes of conducting an inspection pursuant to this directive.
9. To protect health, safety, and the environment during this drought emergency, a county, city, or other public agency shall not:
 - a. Approve a permit for a new groundwater well or for alteration of an existing well in a basin subject to the Sustainable Groundwater Management Act and classified as medium- or high-priority without first obtaining written verification from a Groundwater Sustainability Agency managing the basin or area of the basin where the well is proposed to be located that groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater management program established in any applicable Groundwater Sustainability Plan adopted by that Groundwater Sustainability

Agency and would not decrease the likelihood of achieving a sustainability goal for the basin covered by such a plan; or

- b. Issue a permit for a new groundwater well or for alteration of an existing well without first determining that extraction of groundwater from the proposed well is (1) not likely to interfere with the production and functioning of existing nearby wells, and (2) not likely to cause subsidence that would adversely impact or damage nearby infrastructure.

This paragraph shall not apply to permits for wells that will provide less than two acre-feet per year of groundwater for individual domestic users, or that will exclusively provide groundwater to public water supply systems as defined in section 116275 of the Health and Safety Code.

- 10. To address household or small community drinking water shortages dependent upon groundwater wells that have failed due to drought conditions, the Department of Water Resources shall work with other state agencies to investigate expedited regulatory pathways to modify, repair, or reconstruct failed household or small community or public supply wells, while recognizing the need to ensure the sustainability of such wells as provided for in paragraph 9.
- 11. State agencies shall collaborate with tribes and federal, regional, and local agencies on actions related to promoting groundwater recharge and increasing storage.
- 12. To help advance groundwater recharge projects, and to demonstrate the feasibility of projects that can use available high water flows to recharge local groundwater while minimizing flood risks, the Water Board and Regional Water Quality Control Boards shall prioritize water right permits, water quality certifications, waste discharge requirements, and conditional waivers of waste discharge requirements to accelerate approvals for projects that enhance the ability of a local or state agency to capture high precipitation events for local storage or recharge, consistent with water right priorities and protections for fish and wildlife. For the purposes of carrying out this paragraph, Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division, and Chapter 3 (commencing with section 85225) of Part 3 of Division 35 of the Water Code and regulations adopted pursuant thereto are hereby suspended to the extent necessary to address the impacts of the drought. This suspension applies to (a) any actions taken by state agencies, (b) any actions taken by local agencies where the state agency with primary responsibility for the implementation of the directives concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b). The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.
- 13. With respect to recharge projects under either Flood-Managed Aquifer Recharge or the Department of Water Resources Sustainable

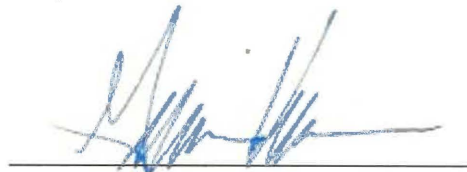
Groundwater Management Grant Program occurring on open and working lands to replenish and store water in groundwater basins that will help mitigate groundwater conditions impacted by drought, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Department of Water Resources concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b), Public Resources Code, Division 13 (commencing with section 21000) and regulations adopted pursuant to that Division are hereby suspended to the extent necessary to address the impacts of the drought. The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.

14. To increase resilience of state water supplies during prolonged drought conditions, the Department of Water Resources shall prepare for the potential creation and implementation of a multi-year transfer program pilot project for the purpose of acquiring water from willing partners and storing and conveying water to areas of need.
15. By April 15, 2022, state agencies shall submit to the Department of Finance for my consideration proposals to mitigate the worsening effects of severe drought, including emergency assistance to communities and households and others facing water shortages as a result of the drought, facilitation of groundwater recharge and wastewater recycling, improvements in water use efficiency, protection of fish and wildlife, mitigation of drought-related economic or water-supply disruption, and other potential investments to support short- and long-term drought response.

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 28th day of March 2022.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State

**State of California
Office of Administrative Law**

In re:
State Water Resources Control Board

Regulatory Action:

Title 23, California Code of Regulations

Adopt sections: 996

Amend sections:

Repeal sections:

**NOTICE OF APPROVAL OF EMERGENCY
REGULATORY ACTION**

Government Code Sections 11346.1 and
11349.6

OAL Matter Number: 2022-0606-03

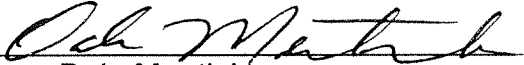
OAL Matter Type: Emergency (E)

This emergency action by the State Water Resources Control Board adopts a new regulation which requires urban water suppliers to submit preliminary supply and demand assessments to the Department of Water Resources and to implement Level 2 demand reduction actions (actions intended to result in a 10 to 20 percent savings). The regulation bans the irrigation of non-functional turf with potable water in commercial, industrial, and institutional sectors and establishes that such irrigation is an infraction punishable by a fine of up to five hundred dollars for each day in which the violation occurs pursuant to Water Code section 1058.5(d).

OAL approves this emergency regulatory action pursuant to sections 11346.1 and 11349.6 of the Government Code. Pursuant to Water Code section 1058.5(b), the Finding of Emergency in this matter was exempt from Office of Administrative Law Review.

This emergency regulatory action is effective on 6/10/2022 and, pursuant to Water Code section 1058.5(c), will expire on 6/10/2023. The Certificate of Compliance for this action is due no later than 6/9/2023.

Date: June 10, 2022


Dale Mentink
Assistant Chief Counsel

For: Kenneth J. Pogue
Director

Original: Eileen Sobeck, Executive
Director

Copy: Garrett Lenahan

EMERGENCY

For use by Secretary of State only

OAL FILE NUMBERS	NOTICE FILE NUMBER Z-	REGULATORY ACTION NUMBER 2022	EMERGENCY NUMBER -0606-03E
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For use by Office of Administrative Law (OAL) only

OFFICE OF ADMIN. LAW
2022 JUN 6 PM 3:18ENDORSED - FILED
in the office of the Secretary of State
of the State of California

JUN 10 2022

2:06 PM

AGENCY WITH RULEMAKING AUTHORITY
State Water Resources Control Board

AGENCY FILE NUMBER (If any)

A. PUBLICATION OF NOTICE (Complete for publication in Notice Register)

1. SUBJECT OF NOTICE		TITLE(S)	FIRST SECTION AFFECTED	2. REQUESTED PUBLICATION DATE	
3. NOTICE TYPE ☐ Notice re Proposed Regulatory Action ☐ Other		4. AGENCY CONTACT PERSON		TELEPHONE NUMBER	FAX NUMBER (Optional)
OAL USE ONLY ☐ ACTION ON PROPOSED NOTICE ☐ Approved as Submitted ☐ Approved as Modified ☐ Disapproved/Withdrawn		NOTICE REGISTER NUMBER		PUBLICATION DATE	

B. SUBMISSION OF REGULATIONS (Complete when submitting regulations)

1a. SUBJECT OF REGULATION(S) Water Demand Reduction Emergency Regulation		1b. ALL PREVIOUS RELATED OAL REGULATORY ACTION NUMBER(S)	
2. SPECIFY CALIFORNIA CODE OF REGULATIONS TITLE(S) AND SECTION(S) (Including title 26, if toxics related)			
SECTION(S) AFFECTED (List all section number(s) individually. Attach additional sheet if needed.)		ADOPT 996 AMEND REPEAL	
TITLE(S) 23			

3. TYPE OF FILING			
☐ Regular Rulemaking (Gov. Code §11346)	☐ Certificate of Compliance: The agency officer named below certifies that this agency complied with the provisions of Gov. Code §§11346.2-11347.3 either before the emergency regulation was adopted or within the time period required by statute.	☐ Emergency Readopt (Gov. Code, §11346.1(h))	☐ Changes Without Regulatory Effect (Cal. Code Regs., title 1, §100)
☐ Resubmittal of disapproved or withdrawn nonemergency filing (Gov. Code §§11349.3, 11349.4)	☐ Resubmittal of disapproved or withdrawn emergency filing (Gov. Code, §11346.1)	☐ File & Print	☐ Print Only
☒ Emergency (Gov. Code, §11346.1(b))		☒ Other (Specify) <u>Water Code Section 1058.5</u>	

4. ALL BEGINNING AND ENDING DATES OF AVAILABILITY OF MODIFIED REGULATIONS AND/OR MATERIAL ADDED TO THE RULEMAKING FILE (Cal. Code Regs. title 1, §44 and Gov. Code §11347.1)

5. EFFECTIVE DATE OF CHANGES (Gov. Code, §§ 11343.4, 11346.1(d); Cal. Code Regs., title 1, §100)			
☐ Effective January 1, April 1, July 1, or October 1 (Gov. Code §11343.4(a))	☒ Effective on filing with Secretary of State	☐ §100 Changes Without Regulatory Effect	☐ Effective other (Specify)

6. CHECK IF THESE REGULATIONS REQUIRE NOTICE TO, OR REVIEW, CONSULTATION, APPROVAL OR CONCURRENCE BY, ANOTHER AGENCY OR ENTITY			
☐ Department of Finance (Form STD. 399) (SAM §6660)	☐ Fair Political Practices Commission	☐ State Fire Marshal	
☐ Other (Specify)			

7. CONTACT PERSON Garrett Lenahan	TELEPHONE NUMBER (916) 341-5179	FAX NUMBER (Optional)	E-MAIL ADDRESS (Optional)
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8. I certify that the attached copy of the regulation(s) is a true and correct copy of the regulation(s) identified on this form, that the information specified on this form is true and correct, and that I am the head of the agency taking this action, or a designee of the head of the agency, and am authorized to make this certification.

SIGNATURE OF AGENCY HEAD OR DESIGNEE Eric Oppenheimer	DATE 6/6/2022
TYPED NAME AND TITLE OF SIGNATORY Eric Oppenheimer, Chief Deputy Director, State Water Resources Control Board	

For use by Office of Administrative Law (OAL) only

AUTHORIZED FOR FILING AND PRINTING

JUN 10 2022

Office of Administrative Law

ADOPTED EMERGENCY REGULATION TEXT

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

§ 996. Urban Drought Response Actions

(a) As used in this section:

(1) "Commercial, industrial and institutional" refers to commercial water users, industrial water users, and institutional water users as respectively defined in Water Code, section 10608.12, subdivisions (e), (i), and (j), and includes homeowners' associations, common interest developments, community service organizations, and other similar entities but does not include the residences of these entities' members or separate interests.

(2) "Common interest development" has the same meaning as in section 4100 of the Civil Code.

(3) "Community service organization or similar entity" has the same meaning as in section 4110 of the Civil Code.

(4) "Homeowners' association" means an "association" as defined in section 4080 of the Civil Code.

(5) "Non-functional turf" means turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events. Non-functional turf does not include sports fields and turf that is regularly used for human recreational purposes or for civic or community events.

(6) "Plant factor" has the same meaning as in section 491.

(7) "Separate interest" has the same meaning as in section 4185 of the Civil Code.

(8) "Turf" has the same meaning as in section 491.

(9) "Urban water supplier" has the same meaning as Water Code section 10617.

(10) "Water shortage contingency plan" means the plan required by Water Code section 10632.

(b) Each urban water supplier shall submit to the Department of Water Resources a preliminary annual water supply and demand assessment consistent with section 10632.1

of the Water Code no later than June 1, 2022 or the effective date of this section, whichever comes later, and submit a final annual water supply and demand assessment to the Department of Water Resources no later than the deadline set by section 10632.1 of the Water Code.

(c) (1) Each urban water supplier that has submitted a water shortage contingency plan to the Department of Water Resources shall implement by June 10, 2022, at a minimum, all demand reduction actions identified in the supplier's water shortage contingency plan adopted under Water Code 10632 for a shortage level of ten (10) to twenty (20) percent (Level 2).

(2) Notwithstanding subdivision (c)(1), urban water suppliers shall not be required to implement new residential connection moratoria pursuant to this section.

(3) Notwithstanding subdivision (c)(1), an urban water supplier may implement the actions identified in subdivision (d) in lieu of implementing the demand reduction actions identified in the supplier's water shortage contingency plan adopted under Water Code section 10632 for a shortage level of ten (10) to twenty (20) percent (Level 2), provided the supplier meets all of the following:

(i) The supplier's annual water supply and demand assessment submitted to the Department of Water Resources demonstrates an ability to maintain reliable supply until September 30, 2023.

(ii) The supplier does not rely on, for any part of its supply, the Colorado River, State Water Project, or Central Valley Project, and no more than ten (10) percent of its supply comes from critically overdrafted groundwater basins as designated by the Department of Water Resources.

(iii) The supplier's average number of gallons of water used per person per day by residential customers for the year 2020 is below 55 gallons, as reported to the Board in the Electronic Annual Report.

(d) Each urban water supplier that has not submitted a water shortage contingency plan to the Department of Water Resources shall, by June 10, 2022, and continuing until the supplier has implemented all demand reduction actions identified in the supplier's water shortage contingency plan adopted under Water Code 10632 for a shortage level of ten (10) to twenty (20) percent (Level 2), implement at a minimum the following actions:

(1) Initiate a public information and outreach campaign for water conservation and promptly and effectively reach the supplier's customers, using efforts such as email, paper mail, bill inserts, customer app notifications, news articles, websites, community events, radio and television, billboards, and social media.

(2) Implement and enforce a rule or ordinance limiting landscape irrigation with potable water to no more than two (2) days per week and prohibiting landscape irrigation with potable water between the hours of 10:00 a.m. and 6:00 p.m.

(3) Implement and enforce a rule or ordinance banning, at a minimum, the water uses prohibited by section 995. Adoption of a rule or ordinance is not required if the supplier has authority to enforce, as infractions, the prohibitions in section 995 and takes enforcement against violations.

(e) (1) To prevent the unreasonable use of water and to promote water conservation, the use of potable water is prohibited for the irrigation of non-functional turf at commercial, industrial, and institutional sites.

(2) Notwithstanding subdivision (e)(1), the use of water is not prohibited by this section to the extent necessary to ensure the health of trees and other perennial non-turf plantings or to the extent necessary to address an immediate health and safety need.

(3) Notwithstanding subdivision (e)(1), an urban water supplier may approve a request for continued irrigation of non-functional turf where the user certifies that the turf is a low water use plant with a plant factor of 0.3 or less, and demonstrates the actual use is less than 40% of reference evapotranspiration.

(f) The taking of any action prohibited in subdivision (e) 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.

(g) 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, and 4185, Civil Code; Section 8627.7, Government Code; Sections 102, 104, 105, 275, 350, 377, 491, 1058.5, 1122, 10608.12, 10617, 10632, and 10632.1, 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

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-5-23

WHEREAS on April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, I proclaimed States of Emergency to exist due to drought conditions; and

WHEREAS the multi-year nature of the current drought, which began three years after the record-setting drought of 2012-2016, continues to have significant, immediate impacts on communities across California with vulnerable water supplies, farms that rely on irrigation to grow food and fiber, and fish and wildlife that rely on stream flows and cool water; and

WHEREAS the March 3, 2023, snow survey conducted by the Department of Water Resources and partner agencies found that most regions of the Sierra Nevada are above average for snow water content, and some regions are nearing record amounts of snow, and snow and rain has fallen across many regions of the state since then, with more precipitation forecasted; and

WHEREAS improved conditions have helped rehabilitate surface water supplies, but have not abated the severe drought conditions that remain in some parts of the State, including the Klamath River basin and the Colorado River basin, and many groundwater basins throughout the State remain depleted from overreliance and successive multi-year droughts; and

WHEREAS continued action by the State is needed to address ongoing consequences of the drought emergency, including groundwater supply shortages, domestic well failures, and drought-related harm to native fishes in the Klamath River and Clear Lake watersheds; and

WHEREAS the drought emergency has required a dynamic and flexible response from the State, and several provisions in my prior Proclamations and Orders have been terminated or superseded already, specifically Paragraphs 4 and 8 of my State of Emergency Proclamation dated April 21, 2021, Paragraphs 2, 4, and 7 of my State of Emergency Proclamation dated May 10, 2021, Paragraphs 3, 4, 5, 6, and 10 of my State of Emergency Proclamation dated July 8, 2021, and Paragraph 9 of Executive Order N-7-22; and

WHEREAS improved conditions warrant an even more targeted State response to the ongoing drought emergency and certain provisions in my State of Emergency Proclamations dated April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, and in Executive Orders N-10-21, N-7-22, and N-3-23 provide authority that is no longer needed to mitigate the effects of the drought conditions or direct actions by state agencies, departments, and boards that have already been completed; and

WHEREAS notwithstanding the rescission of certain emergency authorities for emergency drinking water action, state agencies have existing legal authority and funding to continue expedited work to advance the human right to water, and state agencies will continue all ongoing drought resilience planning work, including through coordination with local agencies and tribes; and

WHEREAS next winter's hydrology is uncertain and the most efficient way to preserve the State's improved surface water supplies is for Californians to continue their ongoing efforts to make conservation a way of life; 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, and under Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Order would prevent, hinder, or delay the mitigation of the effects of the drought conditions.

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 sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. The orders and provisions contained in my State of Emergency Proclamations dated April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, and Executive Orders N-7-22 (March 28, 2022), N-3-23 (February 13, 2023), and N-4-23 (March 10, 2023), remain in full force and effect, except as modified by those Proclamations and Orders and herein. State agencies shall continue to implement all directions from those Proclamations and Orders and accelerate implementation where feasible.
2. The following provisions of my State of Emergency Proclamation dated April 21, 2021, are terminated:
 - a. Paragraph 2;
 - b. Paragraphs 5-7; and
 - c. Paragraphs 9-14.
3. The following provisions of my State of Emergency Proclamation dated May 10, 2021, are terminated:
 - a. Paragraph 1;
 - b. Paragraph 3;
 - c. Paragraph 5; and
 - d. Paragraphs 9-10.
4. The following provisions of my State of Emergency Proclamation dated July 8, 2021, are terminated:
 - a. Paragraph 2;
 - b. Paragraphs 7-8, except those portions of paragraph 7 withdrawing provisions of prior orders;
 - c. Paragraphs 11-12.

5. The following provisions of my State of Emergency Proclamation dated October 19, 2021, are terminated:

- a. Paragraph 2;
- b. Paragraphs 4-5;
- c. Paragraph 8; and
- d. Paragraph 10.

6. The following provisions of Executive Order N-10-21 are terminated:

- a. Paragraph 1; and
- b. Paragraph 3

7. The following provisions of Executive Order N-7-22 are terminated:

- a. Paragraphs 1-3;
- b. Paragraph 6; and
- c. Paragraphs 14-15.

8. The following provisions of Executive Order N-3-23 are terminated:

- a. Paragraph 1; and
- b. Paragraph 3, except those portions of the paragraph withdrawing provisions of prior orders.

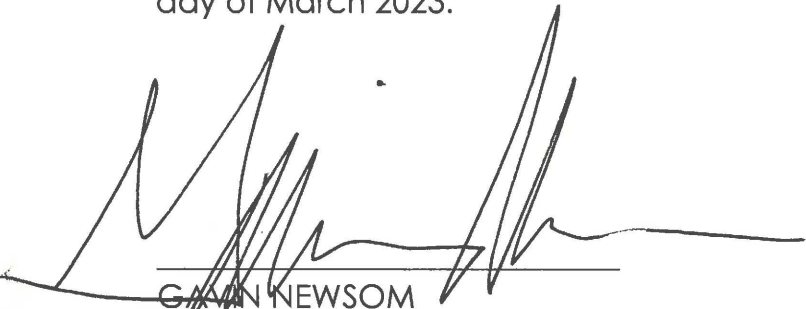
9. Paragraph 6 of my State of Emergency Proclamation dated May 10, 2021, and Paragraph 9 of my State of Emergency Proclamation dated July 8, 2021, are withdrawn and replaced with the following text:

To ensure critical instream flows for species protection in the Klamath River and Clear Lake watersheds, the State Water Resources Control Board (Water Board) and Department of Fish and Wildlife shall evaluate the minimum instream flows and other actions needed to protect salmon, steelhead, the Clear Lake Hitch, and other native fishes in critical streams systems in these watersheds and work with water users, tribes, and other parties on voluntary measures to implement those actions. To the extent voluntary actions are not sufficient, the Water Board, in coordination with the Department of Fish and Wildlife, shall consider emergency regulations to establish minimum instream flows to mitigate the effects of the drought conditions. For purposes of state agencies carrying out or approving any actions contemplated by this paragraph, Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division are suspended. Nothing in this Paragraph affects or limits the validity of actions already taken in the Klamath and Clear Lake watersheds or ongoing under Paragraph 6 of my State of Emergency Proclamation dated May 10, 2021, or Paragraph 9 of my State of Emergency Proclamation dated July 8, 2021.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 24th day of March 2023.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State



DRINKING WATER CONSTRUCTION LOAN

AGREEMENT NO. SWRCB0000000000D2002017

by and between

CITY OF PORTERVILLE ("Recipient")

and

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD ("State Water Board")



AKIN/CENTRAL WATER CONSOLIDATION PROJECT
5410010-018C AND 5400655-001C ("Project")

- Section 116760 et seq. of the Health and Safety Code and Resolution Nos. 2019-0065 and 2020-0022.

PROJECT FUNDING AMOUNT: \$4,787,664
PRINCIPAL FORGIVENESS COMPONENT: \$4,787,664

ESTIMATED REASONABLE PROJECT COST: \$4,787,664
ELIGIBLE WORK START DATE: JULY 1, 2016
ELIGIBLE CONSTRUCTION START DATE: SEPTEMBER 22, 2020
CONSTRUCTION COMPLETION DATE: OCTOBER 1, 2023
FINAL REIMBURSEMENT REQUEST DATE: APRIL 1, 2024
RECORDS RETENTION END DATE: OCTOBER 1, 2059

1. The State Water Board and the Recipient mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement, including the following Exhibits, which are attached hereto or are incorporated by reference:
 - Exhibit A – Scope of Work and Schedule
 - Exhibit B – Specific Funding Provisions
 - Exhibit C – GENERAL TERMS AND CONDITIONS 2019-NOV
 - Exhibit D – Special Conditions
2. The following documents are also incorporated by reference:
 - the Drinking Water System Permit No. 03-12-06P-004;
 - the Davis-Bacon requirements found at:
https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/davisbacon/2020_dwsrf_governmental_entities.pdf
3. Party Contacts during the term of this Agreement are:

State Water Board		City of Porterville	
Section:	Division of Financial Assistance		
Name:	Pete Stamas, Project Manager	Name:	Monte Reyes, Mayor
Address:	1001 I Street, 16th Floor	Address:	291 North Main Street
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Porterville, CA 93257
Phone:	(916) 552-9983	Phone:	(559) 782-7499
Fax:		Fax:	
Email:	Pete.Stamas@waterboards.ca.gov	Email:	montereyes@portervilleca.gov

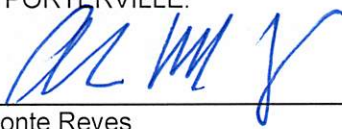
Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

4. Conditions precedent to this Agreement are set forth as follows:
 - (a) The Recipient must deliver an opinion of general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs this Agreement.
 - (b) The Recipient must deliver to the Division a resolution authorizing this Agreement and identifying its authorized representative by title.
 - (c) The Recipient must deliver to the Division a resolution certifying that its decision-making body reviewed and considered the Mitigated Negative Declaration filed by the State Water Board for the Akin Water Company Water Supply Project together with the Mitigation Monitoring and Reporting Program and reached its own conclusions on whether and how to approve the Project, pursuant to Section 15050 (b) of the CEQA Guidelines.
5. The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date:
 - (a) The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.
 - (b) The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

- (c) None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.
- (d) The Recipient is in compliance with all State Water Board funding agreements to which it is a party.

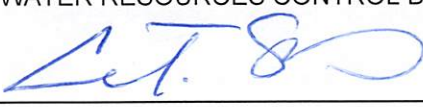
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CITY OF PORTERVILLE:

By: 
Name: Monte Reyes
Title: Mayor

Date: 6/1/2021

STATE WATER RESOURCES CONTROL BOARD:

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

Date: 7/15/21

EXHIBIT A – SCOPE OF WORK AND SCHEDULE

A.1. PROJECT PURPOSE AND DESCRIPTION.

The Project is for the benefit of the Recipient and has a Useful Life of at least 40 years. The funding under this Agreement shall be used to provide the residents of two small disadvantaged communities currently served by Akin Water Company (Akin WC) and Central Mutual Water Company (Central MWC) with a sustainable source of safe drinking water.

A.2. SCOPE OF WORK.

The Recipient agrees to do the following: consolidate with Akin WC and Central MWC. Recipient also agrees to construct a new production well, estimated to produce between 1,300 and 1,800 gallons per minute, to provide the needed source capacity for the consolidation of Akin WC, the consolidation of Central MWC, as well as satisfy the remainder of East Porterville residents' capacity needs.

The Recipient agrees to do the following for the Akin WC service area: construct approximately 1,500 feet of 8-inch waterline to provide water service to each customer currently served by Akin WC; install approximately three new fire hydrants and twenty-six new service laterals and meters; and destroy Akin WC's two existing wells.

The Recipient agrees to do the following for the Central MWC service area: construct approximately 1,400 feet of 6-inch waterline to provide water service to each customer currently served by Central MWC; install approximately four new fire hydrants and thirty-four new service laterals and meters; and destroy Central MWC's existing well.

Upon Completion of Construction, the Recipient must expeditiously initiate Project operations.

A.3 SIGNAGE

The Recipient must place a professionally prepared sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and must maintain the sign in good condition for the duration of Project implementation. The sign may include another agency's required information and must include, prominently displayed, the following disclosure statement and color logos (available from the Division):



"Funding for this project has been provided in full or in part under the Drinking Water State Revolving Fund, which may include capitalization funding from the United States Environmental Protection Agency through an agreement with the State Water Resources Control Board."

A.4 SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the "Estimated Due Date" column of this table, but Critical Due Date adjustments will require an amendment to this Agreement. The Recipient

must complete and submit all work in time to be approved by the Division prior to the Project Completion Date. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final Reimbursement Request prior to the Final Reimbursement Request Date set forth on the Cover Page.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A – SCOPE OF WORK			
A.	ADDITIONAL SUBMITTAL(S) TO DIVISION		
1.	Final Plans and Specifications		September 1, 2021
2.	Final Budget Approval Package		February 1, 2022
3.	Completion of Construction	October 1, 2023	
B.	REPORTS		
1.	Progress Reports		Quarterly
2.	Final Inspection and Certification		October 1, 2023
3.	Project Completion Report		December 1, 2023
4.	As Needed Reports		TBD
EXHIBIT B – REIMBURSEMENTS, BUDGET DETAIL, AND REPORTING PROVISIONS			
A.	REIMBURSEMENTS		
1.	Reimbursement Requests		Quarterly
2.	Final Reimbursement Request	April 1, 2024	

The Recipient must award the prime construction contract and begin construction timely. The Recipient must deliver any request for extension of the Completion of Construction Date no less than 90 days prior to the Completion of Construction Date.

A.5 PROGRESS REPORTS.

The Recipient must provide a progress report to the Division each quarter, beginning no later than 90 days after execution of this Agreement. The Recipient must provide a progress report with each Reimbursement Request. Failure to provide a complete and accurate progress report may result in the withholding of Project Funds, as set forth in Exhibit B. A progress report must contain the following information:

- 1) A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;
- 2) A description of compliance with environmental requirements;
- 3) A listing of change orders including amount, description of work, and change in contract amount and schedule; and
- 4) Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

A.6 SPECIAL REPORTS.

(a) The Recipient must submit a Project Completion Report to the Division with a copy to the appropriate District Office on or before the due date established by the Division and the Recipient at the time of final project inspection. The Project Completion Report must include the following:

- i. Description of the Project,
- ii. Description of the water quality problem the Project sought to address,
- iii. Discussion of the Project's likelihood of successfully addressing that water quality problem in the future, and
- iv. Summary of compliance with applicable environmental conditions.

(b) If the Recipient fails to submit a timely Project Completion Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold reimbursements under this Agreement or other agreements, and begin administrative proceedings.

(c) The Recipient must report Disadvantaged Business Enterprise (DBE) utilization to the Division on the DBE Utilization Report, State Water Board Form DBE UR334. The Recipient must submit such reports to the Division annually within ten (10) calendar days following October 1 until such time as the "Notice of Completion" is issued. The Recipient must comply with 40 CFR § 33.301 and require its contractors and subcontractors on the Project to comply.

A.7 FINAL PROJECT INSPECTION AND CERTIFICATION.

Upon completion of the Project, the Recipient must provide for a final inspection and must certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involves the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification must be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification must be submitted to the Project Manager.

EXHIBIT B – FUNDING AMOUNTS

B.1 ESTIMATED REASONABLE COST AND PROJECT FUNDS.

The estimated reasonable cost of the total Project is set forth on the Cover Page of this Agreement and is greater than or equal to the funding anticipated to be provided by the State Water Board under this Agreement. Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.2 RECIPIENT CONTRIBUTIONS.

(a) The loan component of this Agreement is forgiven. The estimated amount of principal that will be due to the State Water Board from the Recipient under this Agreement is Zero dollars and no cents (\$0.00).

(b) The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

(c) If the Recipient recovers funds from any responsible parties, the Recipient shall immediately notify the Division. The amount of this Agreement may be reduced to reflect the recovered funds.

B.3 VERIFIABLE DATA.

Upon request by the Division, the Recipient must submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

B.4 BUDGET COSTS

Budget costs are contained in the Summary Project Cost Table below:

LINE ITEM	TOTAL ESTIMATED COST	PROJECT FUNDING AMOUNT
Construction	\$3,194,720	\$3,194,720
Pre-Purchased Material/Equipment	\$0	\$0
Purchase of Land	\$0	\$0
Contingency	\$638,944	\$638,944
Allowances (Soft Costs)	\$954,000	\$954,000
TOTAL	\$4,787,664	\$4,787,664

The Division's Final Budget Approval and related Form 259 and Form 260 will document a more detailed budget of eligible Project Costs and Project funding amounts.

The Recipient is prohibited from requesting disbursement amounts that represent Recipient's mark-ups to costs invoiced or otherwise requested by consultants or contractors.

Reasonable indirect costs may be allowable upon approval by the Division.

B.5 LINE ITEM ADJUSTMENTS.

Upon written request by the Recipient, the Division may adjust the line items of the Summary Project Cost Table at the time of Division's Final Budget Approval. Upon written request by the Recipient, the Division may also adjust the line items of the Summary Project Cost Table as well as the detailed budget at the time of Recipient's submittal of its final claim. Any line item adjustments to the Summary Project Cost Table that are due to a change in scope of work will require an Agreement amendment. The sum of adjusted line items in both the Summary

Project Cost Table and the detailed budget must not exceed the Project Funding Amount. The Division may also propose budget adjustments.

Under no circumstances may the sum of line items in the budget approved through the Final Budget Approval process exceed the Project Funding Amount. Any increase in the Project Funding Amount will require an Agreement amendment.

B.6 REIMBURSEMENT PROCEDURE.

(a) Except as may be otherwise provided in this Agreement, reimbursements will be made as follows:

1. Upon execution and delivery of this Agreement by both parties, the Recipient may request immediate reimbursement of any eligible incurred costs as specified below through submission to the State Water Board of the Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed.
2. The Recipient must submit a Reimbursement Request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late Reimbursement Requests may not be honored.
3. Additional Project Funds will be promptly disbursed to the Recipient upon receipt of Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of progress reports due under Exhibit A.
4. The Recipient must not request reimbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of reimbursement. Supporting documentation (e.g., receipts) must be submitted with each Reimbursement Request. The amount requested for Recipient's administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed Reimbursement Request. Upon request by the Division, supporting documents for professional and administrative services must include the employees' names, classifications, labor rates, hours worked, and descriptions of the tasks performed. Reimbursement Requests submitted without supporting documents may be wholly or partially withheld at the discretion of the Division.
5. The Recipient must spend Project Funds within 30 days of receipt. If the Recipient earns interest earned on Project Funds, it must report that interest immediately to the State Water Board. The State Water Board may deduct earned interest from future reimbursements.
6. The Recipient shall not request a reimbursement unless that Project Cost is allowable, reasonable, and allocable.
7. Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.

(b) Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

(c) Except as follows, construction costs and disbursements are not available until after the Division has approved the final budget form submitted by the Recipient. The Deputy Director of the Division may authorize the disbursement of up to ten percent (10%) of Project Funds for the reimbursement of eligible construction costs and pre-purchased materials prior to Division approval of the final budget form submitted by the Recipient. All other construction costs are not eligible for reimbursement until after this the Division has approved the final budget form submitted by the Recipient. Construction costs incurred prior to the Eligible Construction Start Date are not eligible for reimbursement.

B.7 REVERTING FUNDS AND DISENCUMBRANCE.

In the event the Recipient does not submit Reimbursement Requests for all funds encumbered under this Agreement by the Final Reimbursement Request Date, any remaining funds revert to the State. The State Water Board may notify the Recipient that the project file is closed, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV

GENERAL TERMS AND CONDITIONS 2019-NOV is incorporated by reference and is posted at
https://www.waterboards.ca.gov/water_issues/programs/grants_loans/general_terms.html

EXHIBIT D – SPECIAL CONDITIONS

1. Notwithstanding Exhibit C, the following terms have no meaning for the purposes of this Agreement:
 - Work Completion
 - Work Completion Date
2. Each capitalized term used in this Agreement has the following meaning:
 - "Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.
 - "Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.
 - "Completion of Construction" means the date, as determined by the Division after consultation with the Recipient, that the work of building and erection of the Project is substantially complete, and is established on the Cover Page of this Agreement.
 - "District Office" means District Office of the Division of Drinking Water of the State Water Board.
 - "Division of Drinking Water" means the Division of Drinking Water of the State Water Board.
 - "Eligible Construction Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which construction costs may be incurred and eligible for reimbursement hereunder.
 - "Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any non-construction costs may be incurred and eligible for reimbursement hereunder.
 - "Enterprise Fund" means the enterprise fund of the Recipient in which Revenues are deposited.
 - "Event of Default" means, in addition to the meanings set forth in Exhibit C, the occurrence of any of the following events:
 - a) A material adverse change in the condition of the Recipient, the Revenues, or the System, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
 - b) Failure to operate the System or the Project without the Division's approval;
 - "Final Budget Approval" means the Division-approved final budget for the Project, as set forth in Exhibit B.
 - "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.
 - "Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.
 - "Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.
 - "Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the Recipient for maintaining and operating the System, determined in accordance with GAAP, including all

reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Recipient that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles.

- "Reimbursement Request" means the Recipient's request for Project Funds from the State Water Board as set forth in Exhibit B.
- "Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with GAAP, including all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.
- "System" means all drinking water collection, transport, treatment, storage, and delivery facilities, including land and easements thereof, owned by the City of Porterville, or its successor agency, and all other properties, structures, or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.
- "Useful Life" means the economically useful life of the Project beginning at Project Completion and is set forth in Exhibit A.

3. Acknowledgements.

The Recipient must include the following acknowledgement in any document, written report, or brochure to be shared with the general public prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part under the Drinking Water State Revolving Fund, which may include capitalization funding from the United States Environmental Protection Agency through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

4. Rates and Charges. The Recipient must, to the extent permitted by law, fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs, and must ensure that Net Revenues are in an amount necessary to meet its obligations under this Agreement. The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.
5. [RESERVED]
6. [RESERVED].

7. Environmental/Technical Special Conditions

Technical:

1. The Recipient shall submit its professional engineering services contract to the Division prior to disbursement of funds for costs incurred under such contract.
2. The Recipient shall not solicit bids, award a contract, or commence construction activities until final plans and specifications are approved by the Division of Drinking Water Tulare District Office Engineer and the Project Manager.
3. The Recipient must submit final consolidation agreements with Akin WC and Central MWC, in a form satisfactory to the Division, and receive written approval from the Project Manager to proceed before Project Funds may be disbursed for any Project Costs under the Agreement.
4. Upon completion of the Project the Recipient shall submit a water supply permit amendment request for review to the Division of Drinking Water Tulare District Office.

Environmental:

1. The documents identified below are incorporated by reference and the Recipient shall comply with the conditions and recommendations therein:
 - a. The Mitigation Monitoring and Reporting Program adopted by the State Water Board on June 16, 2016 for the Project. The Recipient shall implement all mitigation measures therein.
 - b. The letter dated February 12, 2020, from Patricia Cole of the United States Fish and Wildlife Service, San Joaquin Valley Division to Douglas E. Eberhardt of the United States Environmental Protection Agency, including, but not limited to, the following:
 - i. Implement Avoidance and Minimization Measures and Best Management Practices prior to and during construction activities to minimize and avoid effects to the San Joaquin kit fox.
 - c. The Mitigation Monitoring and Reporting Program adopted by the City of Porterville on April 21, 2020 for the Central Mutual Water Company Consolidation Project. The Recipient shall implement all mitigation measures therein.
2. In the Recipient's Quarterly Reports submitted pursuant to this Agreement, the Recipient shall include a discussion of the status of its compliance with environmental measures identified in this Exhibit D, with separate sections clearly labeled and titled, discussing the status of Recipient's compliance.
3. In the Recipient's Project Completion Report submitted pursuant to this Agreement, the Recipient shall include a discussion of its compliance with environmental measures identified in this Exhibit D, with separate sections clearly labeled and titled, discussing the status of Recipient's compliance.
8. [RESERVED].
9. Appointment of Receiver/Custodian. Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the State Water Board under this Agreement, the State Water Board may make application for the appointment of a receiver or custodian of the Revenues, pending such proceeding, with such power as the court making such appointment may confer.
10. [RESERVED].
11. Damages for Breach of Federal Conditions. In the event that any breach of any of the provisions of this Agreement by the Recipient results in the failure of Project Funds to be used pursuant to the provisions of this Agreement, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

12. [RESERVED].

13. Operation and Maintenance. The Recipient shall sufficiently and properly staff, operate, and maintain the facility and structures constructed or improved as part of the project throughout the term of this Agreement, consistent with the purposes of this Agreement. The Recipient assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation.

14. Insurance. The Recipient will procure and maintain or cause to be maintained insurance on the System and Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System or Project) as are usually covered in connection with systems similar to the System or Project. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program. In the event of any damage to or destruction of the System or Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System or Project. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the System and Project must be free and clear of all claims and liens. Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

15. Notice Events. Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Party Contacts by phone and email within the time specified below:

- a. The Recipient must notify the Division within 24 hours by phone at (916) 327-9978 and by email to DrinkingWaterSRF@waterboards.ca.gov of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.
- b. The Recipient must notify the Division promptly of the occurrence of any of the following events:
 - i. Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
 - ii. Change of ownership of the Project (no change of ownership may occur without written consent of the Division);
 - iii. Loss, theft, damage, or impairment to Project;
 - iv. Events of Default, except as otherwise set forth in this section;

- v. A proceeding or action by a public entity to acquire the Project by power of eminent domain.
- vi. Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity or the Recipient's continued existence;
- vii. Consideration of dissolution, or disincorporation;
- viii. Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.
- ix. The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this funding, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
- x. Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
- xi. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more;
- xii. Any Project monitoring, demonstration, or other implementation activities required in this Agreement;
- xiii. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
- xiv. Any event requiring notice to the Division pursuant to any other provision of this Agreement.
- xv. Completion of work on the Project.
- xvi. The Recipient must promptly notify the Division and Party Contacts of cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- xvii. The Recipient must promptly notify the Division and Party Contacts of the discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during implementation of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
- xviii. The Recipient must promptly notify the Division and Party Contacts of Completion of Construction, and Project Completion;
- xix. The Recipient must promptly notify the Division and Party Contacts of the award of the prime construction contract for the Project; and the Recipient must promptly notify the Division and Party Contacts of Initiation of construction of the Project.

xx. The occurrence of a material breach or event of default under any Recipient obligation that results in the acceleration of principal or interest or otherwise requires immediate prepayment, repurchase or redemption.

xxi. [RESERVED].

16. Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project. The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.
17. State Cross-Cutters. Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:
- a) The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
 - b) Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
 - c) Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
 - d) Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
 - e) Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
 - f) Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
 - g) Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
 - h) Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
 - i) Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
 - j) Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
 - k) The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.
18. Financial Management Systems. The Recipient must comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been

used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Recipient is bound by, and must comply with, the provisions and requirements of the federal Single Audit Act of 1984 and 2 CFR Part 200, subpart F, and updates or revisions, thereto.

19. Access and Inspection. In addition to the obligations set forth in section 2 of the General Terms and Conditions incorporated in Exhibit C of this Agreement, the Recipient must ensure that the United States Environmental Protection Agency, the Office of Inspector General, any member of Congress, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during the term of the Agreement.
20. Fraud, Waste, and Abuse. The Recipient shall prevent fraud, waste, and the abuse of Project Funds, and shall cooperate in any investigation of such activities that are suspected in connection with this Agreement. The Recipient understands that discovery of any evidence of misrepresentation or fraud related to reimbursement requests, invoices, proof of payment of invoices, or other supporting information, including but not limited to double or multiple billing for time, services, or any other eligible cost, may result in referral to the Attorney General's Office or the applicable District Attorney's Office for appropriate action. The Recipient further understands that any suspected occurrences of false claims, misrepresentation, fraud, forgery, theft or any other misuse of Project Funds may result in withholding of reimbursements and/or the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder.
21. Disputes. The Recipient must continue with the responsibilities under this Agreement during any dispute. The Recipient may, in writing, appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute. This provision does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law. This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.
22. Additional Representations and Warranties. The Recipient makes the following representations and warranties:
 - a. [RESERVED].
 - b. The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application, a material fact that makes the statements in its application not misleading.
 - c. The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.
 - d. The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the Cover Page.

- e. Except as set forth in this paragraph, there are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, the Revenues, and/or the Project.
 - f. There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain any of the real or personal property related to or necessary for the Project.
 - g. The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.
 - h. Any financial statements or other financial documentation of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements or other financial documentation: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements or other financial documentation, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements or other financial documentation been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.
 - i. The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.
 - j. The Recipient has no conflicting or material obligations, except as set forth in this paragraph.
 - k. The Recipient legally possesses all real property rights necessary for the purposes of this Agreement, not subject to third party revocation, which rights extend at least to the Records Retention End Date of this Agreement, except as set forth in this paragraph.
 - l. The Recipient and its principals, to the best of the Recipient's knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized; nor have they engaged or permitted the performance of services covered by this Agreement from parties that are debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized.
 - m. The Recipient possesses all water rights necessary for this Project.
23. Federal SRF Requirements. The Recipient acknowledges, warrants compliance with, and covenants to continuing compliance with the following federal terms and conditions for the Useful Life of the Project:
- a. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient shall not purchase "iron and steel products" produced outside of the United States on this Project. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the

Recipient hereby certifies that all "iron and steel products" used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

- b. The Recipient must include in full the Wage Rate Requirements (Davis-Bacon) language incorporated by reference in Section 2 of this Agreement in all construction contracts and subcontracts.
- c. The Recipient shall notify the State Water Board and the USEPA contact of public or media events publicizing the accomplishment of significant events related to this Project and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
- d. The Recipient shall comply with applicable EPA general terms and conditions found at <http://www.epa.gov/ogd>.
- e. No Recipient may receive funding under this Agreement unless it has provided its DUNS number to the State Water Board.
- f. [RESERVED]
- g. The Recipient represents and warrants that it and its principals are not excluded or disqualified from participating in this transaction as such terms are defined in Parts 180 and 1532 of Title 2 of the Code of Federal Regulations (2 CFR). If the Recipient is excluded after execution of this Agreement, the Recipient shall notify the Division within ten (10) days and shall inform the Division of the Recipient's exclusion in any request for amendment of this Agreement. The Recipient shall comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR. Such compliance is a condition precedent to the State Water Board's performance of its obligations under this Agreement. When entering into a covered transaction as defined in Parts 180 and 1532 of 2 CFR, the Recipient shall require the other party to the covered transaction to comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR.
- h. To the extent applicable, the Recipient shall disclose to the State Water Board any potential conflict of interest consistent with USEPA's Final Financial Assistance Conflict of Interest Policy at <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy>. A conflict of interest may result in disallowance of costs.
- i. USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement.
- j. Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the Recipient. The Recipient must utilize the Interagency Edison extramural invention reporting system at <http://Edison.gov> and shall notify the Division when an invention report, patent report, or utilization report is filed.

- k. The Recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the Disclosure statement set forth in Exhibit A.
- l. The Recipient acknowledges that it is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.
- m. The Recipient, its employees, contractors and subcontractors and their employees warrants that it will not engage in severe forms of trafficking in persons, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds. The Recipient agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement if the Recipient that is a private entity is determined to have violated the foregoing.
- n. The Recipient certifies to the best of its knowledge and belief that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and notify the State Water Board.
 - iii. The Recipient shall require this certification from all parties to any contract or agreement that the Recipient enters into and under which the Recipient incurs costs for which it seeks disbursements under this Agreement.
- o. The Recipient must comply with the following federal non-discrimination requirements:
 - i. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
 - ii. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
 - iii. The Age Discrimination Act of 1975, which prohibits age discrimination.
 - iv. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
 - v. 40 CFR Part 7, as it relates to the foregoing.
 - vi. Executive Order 13798, including, to the greatest extent practicable and to the extent permitted by law, the requirement to respect and protect the freedom of persons and organizations to engage in political and religious speech
 - vii. All applicable federal civil rights regulations, including statutory and national policy requirements (2 CFR section 200.300).

- p. Executive Order No. 11246. The Recipient shall include in its contracts and subcontracts related to the Project the following provisions:

"During the performance of this contract, the contractor agrees as follows:"(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(d) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(g) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

- q. The Recipient agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises as set forth in this Agreement.
- r. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the violation, the Recipient may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: <http://www.sam.gov/>.
- s. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655. The Recipient must comply with the Act's implementing regulations at 49 CFR 24.101 through 24.105.
- t. The Recipient agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure.
- u. All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by USEPA or that is submitted directly to USEPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at www.fgdc.gov.
- v. If the Recipient is a water system that serves 500 or fewer persons, the Recipient represents that it has considered publicly-owned wells as an alternative drinking water supply.
- w. The Recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- x. The Recipient agrees to immediately notify the Project Manager in writing about any allegation of research misconduct involving research activities that are supported in whole or in part with EPA funds under this Project, including fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, or ordering, advising, or suggesting that subordinates engage in research misconduct.
- y. The Recipient agrees to comply with, and require all contractors and subcontractors to comply with, EPA's Scientific Integrity Policy, available at <https://www.epa.gov/osa/policy-epa-scientific-integrity>, when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.
- z. The Recipient shall not suppress, alter, or otherwise impede the timely release of scientific findings or conclusions; intimidate or coerce scientists to alter scientific data, findings, or professional opinions or exert non-scientific influence on scientific advisory boards; knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty; or otherwise violate the EPA's Scientific Integrity Policy. The Recipient must refrain from acts of research misconduct, including publication or reporting, as described in EPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C, and must ensure scientific findings are generated and

disseminated in a timely and transparent manner, including scientific research performed by contractors and subcontractors.

- aa. The Recipient agrees to comply with the Animal Welfare Act of 1966 (7 USC 2131-2156). Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training," available at <http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples>.
- bb. The Recipient certifies that no Project Funds will be used on:
 - i. Video surveillance or telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - ii. Telecommunications or video surveillance services produced by such entities;
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; or
 - iv. Other telecommunications or video surveillance services or equipment in violation of [2 CFR 200.216](#).



CITY COUNCIL AGENDA – APRIL 18, 2023

SUBJECT: Substantial Amendment to the 2022/2023 Action Plan for use of Community Development Block Grant (CDBG) Funds and Program Income

SOURCE: Community Development

COMMENT: As an entitlement grantee, the City receives federal formula Community Development Block Grant (CDBG) grants through the U.S. Department of Housing and Urban Development (HUD). This entitlement provides the City with an annual direct grant, to provide decent affordable housing, a suitable living environment and to expand economic opportunities, primarily for low to moderate income (LMI) persons/households.

A Substantial Amendment is triggered whenever one of the following is proposed: a change in the allocation priorities or a change in the method of fund distribution; a substantial change which increases or decreases the amount allocated to a category of funding within the City's entitlement grant programs by twenty-five percent (25%); to implement an activity using CDBG funds for new programs that were not described in the Consolidated Plan; or to change the purpose or intended beneficiaries of an activity approved for CDBG funding.

An amendment to the 2022/23 CDBG Action Plan (AP) (approved by the City Council at its meeting on April 19, 2022) is being proposed. The funding recommendations for the substantial amendment were made by the City's CDBG Citizens' Advisory and Housing Opportunity Committee (Committee). The recommendations are based on feedback received through the various outreach conducted, including a community survey, a community meeting, a public hearing meeting, virtual and in-person meetings, outreach events, and input provided by partner agencies that serve Low to Moderate income households.

The Substantial Amendment to the 2022/2023 Action Plan is being proposed to address projects or programs that could not take place. The amendment would fund a new activity and reprogram the funds associated with those activities. Additionally, in order to remain in compliance with expenditure deadlines, there is a need to reallocate 2017 and 2018 funds from the owner-occupied rehabilitation loan program. This brings the total of funds that need to be reprogrammed to \$520,335.55.

A detailed description of each reallocation is detailed in the Draft 2022/23 Action Plan Amendment, Section B. Proposed Amendments Detail included as an attached document.

Approved 2022/2023 AP	Allocation	Source
Youth Center	\$86,482.50	22/23 Entitlement
Curb/Gutter/Sidewalk (CGS)	\$130,000.00	22/23 Entitlement
FTHB Loan	\$0	N/A
Owner Occupied Rehab (OOR)	\$81,503.25	2018 AP Carryover
Owner Occupied Reha (OOR)	\$111,174.90	2017 AP Carryover
Parks Improvement (PI)	\$109,523.60	22/23 Entitlement
Parks Improvement (PI)	\$1,651.30	2021 AP Carryover
LINC Services	\$5,000.00	22/23 AP Entitlement
Case Management for PSH	\$15,000.00	22/23 AP Entitlement
Navigation Center	\$0	N/A
Total	\$540,335.55	

Proposed Amendment 2022-23 AP	Allocation	Source
Youth Center	\$0	N/A
Curb/Gutter/Sidewalk (CGS)	\$0	N/A
FTHB Loan	\$130,000	22/23 Entitlement-CGS
Owner Occupied Rehab (OOR)	\$86,482.50	22/23 AP Entitlement-YC
	\$1,651.30	2021 AP Carryover-PI
	\$109,523.60	22/23 AP Entitlement-PI
Parks Improvement (PI)	\$111,174.90	2017 AP Carryover-OOR
LINC Services	\$5,000.00	22/23 AP Entitlement
	\$5,000.00	2018 AP Carryover-OOR
Case Management for PSH	\$15,000.00	22/23 AP Entitlement
	\$10,429.23	2018 AP Carryover- OOR
Navigation Center	\$66,074.02	2018 AP Carryover-OOR
Total	\$540,335.55	

The proposed substantial amendment and budget is included as attachment 1.

RECOMMENDATION: That the City Council:

1. Adopt the draft Resolution approving the proposed substantial amendment to the 2022/2023 Action Plan; and
2. Direct staff to submit the amendment to the 2022/2023 Action Plan to HUD.

ATTACHMENTS:

1. Draft Resolution
2. Proposed Amendment
3. Draft Budget Allocations for Amendment

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Assistant City Manager

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING THE 2022/2023 ACTION PLAN AMENDMENT AND PROPOSED USE
OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

BE IT HEREBY RESOLVED that the City Council of the City of Porterville does hereby approve the 2022/2023 Action Plan Amendment, attached as Exhibit A, and proposed use of Community Development Block Grant Funds with proposed changes for the 2022/2023 Program Year Entitlement and Program Income Allocations as follows:

Approved 2022/2023 AP	Allocation	Source
Youth Center (YC)	\$86,482.50	22/23 AP Entitlement
Curb/Gutter/Sidewalk (CGS)	\$130,000.00	22/23 AP Entitlement
FTHB Loan	\$0	N/A
Owner Occupied Rehab (OOR)	\$81,503.25	2018 AP Carryover
Owner Occupied Rehab	\$111,174.90	2017 AP Carryover
Parks Improvement (PI)	\$109,523.60	22/23 AP Entitlement
Parks Improvement	\$1,651.30	2021 AP Carryover
LINC Services	\$ 5,000.00	22/23 AP Entitlement
Case Management for PSH	\$15,000.00	22/23 AP Entitlement
Navigation Center	<u>\$0</u>	N/A
Total	\$540,335.55	
Proposed Amendment 2022-23	AP Allocation	Source
Youth Center	\$0	N/A
Curb/Gutter/Sidewalk (CGS)	\$0	N/A
FTHB Loan	\$130,000.00	22/23 AP Entitlement - CGS
Owner Occupied Rehab	\$86,482.50	22/23 AP Entitlement - YC
	\$1,651.30	2021 AP Carryover - PI
	\$109,523.60	22/23 AP Entitlement - PI
Parks Improvement	\$111,174.90	2017 AP Carryover - OOR
LINC Services	\$5,000.00	22/23 AP Entitlement
	\$5,000.00	2018 AP Carryover - OOR
Case Management for PSH	\$15,000.00	22/23 AP Entitlement
	\$10,429.23	2018 AP Carryover - OOR
Navigation Center	<u>\$66,074.02</u>	2018 AP Carryover - OOR
Total	\$540,335.55	

PASSED, APPROVED AND ADOPTED this 18th day of April, 2023.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

BY_____
Patrice Hildreth, Chief Deputy City Clerk

PROPOSED AMENDMENT TO THE CDBG
2022/23 ANNUAL ACTION PLAN

Second Public Hearing April 18, 2023

EXECUTIVE SUMMARY

A Substantial Amendment to the 2022/2023 Action Plan (AP) is being proposed to address projects or programs that could not take place by reallocating funding to existing activities and a new activity and reprogramming the funds associated with those activities. Additionally, in order to remain in compliance with expenditure deadlines, there is a need to reallocate 2017 and 2018 funds from the owner-occupied rehabilitation loan program. This brings the total of funds that need to be reprogrammed to \$520,335.55.

CITIZEN PARTICIPATION

The City held a community meeting on February 16, 2023, designed and administered a community needs survey, held a public hearing on February 28, 2023, and conducted outreach by email, social media, partner meetings and committee meetings. The purpose was to inform and seek input on the City's proposed amendment to the 2022/2023 Action Plan. Views obtained during these hearings were considered and are documented in Public Comments section A and in Appendix 1.

On April 18, 2023 a Public Meeting will be held during the normally scheduled City Council meeting, commencing at 6:30 PM, or soon thereafter. The options for participation are virtual attendance via Zoom and in-person at 291 N. Main Street. Zoom participation details can be found on the City Council Agenda which is posted to the City's website 72 hours prior to the meeting at https://www.ci.porterville.ca.us/government/city_council/meeting_agendas_minutes.php.

Additionally, until further notice, Porterville City Council Meetings will be live streamed on YouTube at <https://www.youtube.com/channel/UC5KuhSrNMNL9nwHJVtnJvvA>

Comments to the Amendment may be submitted, before the meeting via email to CouncilMeetingComments@ci.porterville.ca.us. Members of the public are encouraged to submit comments prior to 6:30 p.m., Tuesday, April 18, 2023, to participate in said meeting. The comments read during the Council meeting will be incorporated into the official record.

A. PUBLIC COMMENTS

Summary of Public Comments Received:

Community Meeting February 16, 2023

Community feedback received during the community meeting and surveys prior to the first public hearing, was for continued support of existing programs and prioritization of funding for homeless programs and homeless prevention, affordable housing, strengthening neighborhoods and business assistance respectively. Comments were received in support of services to help address homelessness and programs that benefit youth.

Comments received were in regards to funding that would be available as a result of the proposed amendment to the Action Plan and how those funds could be used to address homelessness. Staff

explained that the funds could be used for a new or existing activity, so long as it met CDBG funding criteria and a national objective.

CDBG Advisory and Housing Committee Meeting and Public Hearing February 28, 2023

Surveys responses received prior to the first public hearing favored continued support of existing programs, and identified a community need for programs in the categories of homelessness, affordable housing, and youth services.

One member of the public spoke in favor of the distribution of CDBG funds for public services to many local non-profits and urged the committee to be aware of what services are being provided with the funding. Another community member thanked the committee for their efforts to bring a recommendation to Council on use of the CDBG funds.

The committee evaluated the suggestions received at the meeting and made its final recommendations for funding reflected in this document, for the consideration of the City Council at the second public hearing.

30-Day Public Review & Comment Period

In accordance with the current Citizen Participation Plan approved by the U. S. Department of Housing and Urban Development (HUD), the City of Porterville must publish the documents for no less than 30 calendar days for public comment before it is submitted to HUD.

The public notice was published in English and Spanish announcing the thirty (30) day comment and review period through the close of business April 18, 2023.

Public comments received during the comment period will be included in this section.

Public Hearing April 18, 2023

Public comments received during this meeting will be included in this section.

Outreach

This section will be updated after the 2nd public hearing, to incorporate the total number of people who were engaged in the various outreach methods such as social media platforms, community meetings, partner meetings, in person outreach events and consultations.

Survey Results

A Community Survey was distributed electronically at virtual meetings, via the survey link and publicized on social media. Paper copies were available at the public counter of City Hall, at community meetings and events. A total of 141 survey responses were received and a summary of those responses will be included as Appendix 1.

Additional outreach and any additional public comments received during the 30-day comment period will be updated to this section prior to submission to HUD.

B. PROPOSED AMENDMENTS DETAIL

<u>Activity</u>	<u>Amendment Category</u>	<u>Funding Source/Year</u>	<u>Reallocated From</u>	<u>Amount</u>
<u>1</u> <u>Navigation Center</u>	<u>New Activity Added</u>	<u>PY 2018 - Entitlement</u>	<u>Owner Occupied Rehabilitation Loan</u>	<u>\$ 66,074.02</u>
<i>Reallocating a portion of the remaining 2018 EN from Owner Occupied Rehabilitation Loan Program to the proposed new activity (Navigation Center) to spend the 2018 funds, which will allow the City to continue to be in compliance with expenditure timelines and reduce the risk of losing funds that have not been spent by the expenditure deadlines.</i>				
<u>2</u> <u>LINC Services</u>	<u>Change of Use</u>	<u>PY 2018 - Entitlement</u>	<u>Owner Occupied Rehabilitation Loan</u>	<u>\$5,000.00</u>
<i>Reallocating a portion of the remaining 2018 EN from Owner Occupied Rehabilitation Loan Program to the existing LINC Services activity to spend the 2018 funds, which will allow the City to continue to be in compliance with expenditure timelines and reduce the risk of losing funds that have not been spent by the expenditure deadlines.</i>				
<u>3</u> <u>Case Management for PSH</u>	<u>Change of Use</u>	<u>PY 2018 - Entitlement</u>	<u>Owner Occupied Rehabilitation Loan</u>	<u>\$10,429.23</u>
<i>Reallocating a portion of the remaining 2018 EN from Owner Occupied Rehabilitation Loan Program to the existing Case Management for PSH activity to spend the 2018 funds, which will allow the City to continue to be in compliance with expenditure timelines and reduce the risk of losing funds that have not been spent by the expenditure deadlines.</i>				
<u>4</u> <u>Parks Improvement Project</u>	<u>Change of Use</u>	<u>PY 2017 - Entitlement</u>	<u>Owner Occupied Rehabilitation Loan</u>	<u>\$111,174.90</u>
<i>Reallocating the remaining 2017 EN from Owner Occupied Rehabilitation Loan Program to the Parks Improvement Project to spend the 2017 funds first to allow the City to continue to be in compliance with expenditure timelines and reduce the risk of losing funds that have not been spent by the expenditure deadlines.</i>				
<u>5</u> <u>Owner Occupied Rehabilitation Loan</u>	<u>Change of Use</u>	<u>PY 2022 - Entitlement</u>	<u>Youth Center</u>	<u>\$86,482.50</u>

	<u>Reallocating the 2022 EN from Youth Center to the Owner Occupied Rehab Program to allow more time to spend the 2022 funds and to continue to be in compliance with expenditure timelines and reduce the risk of losing funds that have not been spent by the expenditure deadlines.</u>				
<u>6</u>	<u>Owner Occupied Rehabilitation Loan</u>	<u>Change of Use</u>	<u>PY 2021 - Entitlement</u>	<u>Parks Improvement Project</u>	<u>\$1,651.30</u>
	<u>Reallocating the remaining 2021 EN from Parks Improvement Project to the Owner Occupied Rehabilitation Loan Program to allow more time to spend the 2021 funds, since parks project has current expenditures that can be made (see Item 2 above).</u>				
<u>7</u>	<u>Owner Occupied Rehabilitation Loan</u>	<u>Change of Use</u>	<u>PY 2022 - Entitlement</u>	<u>Parks Improvement Project</u>	<u>\$109,523.60</u>
	<u>Reallocating the 2022 EN from Parks Improvement Project to the Owner Occupied Rehabilitation Loan Program to allow more time to spend the 2021 funds, since parks project has current expenditures that can be made (see Item 4 above).</u>				
<u>8</u>	<u>First-Time Homebuyer Program</u>	<u>Change of Use</u>	<u>PY 2022 - Entitlement</u>	<u>Curb, Gutter, Sidewalk Improvement Project</u>	<u>\$130,000.00</u>
	<u>Reallocating 2022 EN from Curb, Gutter, Sidewalk Improvement Project to First-Time Homebuyer Program to increase funds available for loans since HOME funds are currently unavailable and a project has not yet been identified for the funds currently allocated.</u>				

Appendix 1

Summary of Community Survey Responses

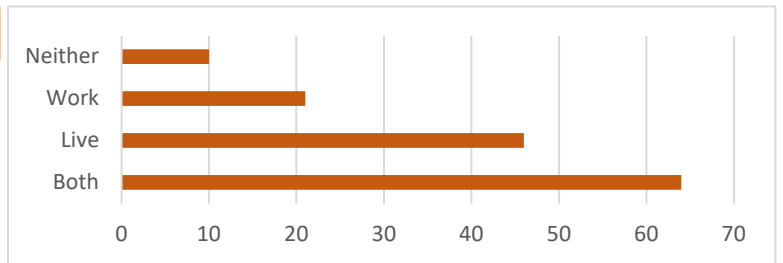
COMMUNITY SURVEY SUMMARY

Agency Representatitves

City of Porterville	9	Kiwanis Club	1
Tulare County HHSA	5	SVMC	1
TPOCC	3	Community Connect CA	1
CCFCC	3	TC Child Abuse Prevention	1
Kingsview Path	2	TC Board of Sups	1
CSET	2	Uplift Family Services	1
FHCN	2	BAART Methadone	1
SFMC	1	PUSD	1
Gleaners	1		

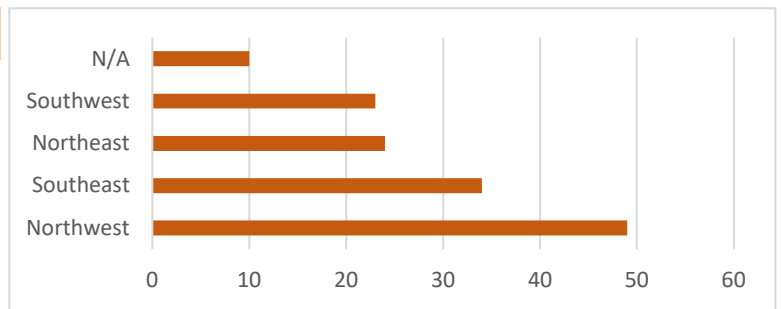
Live/Work in the City of Porterville

Both	64
Live	46
Work	21
Neither	10



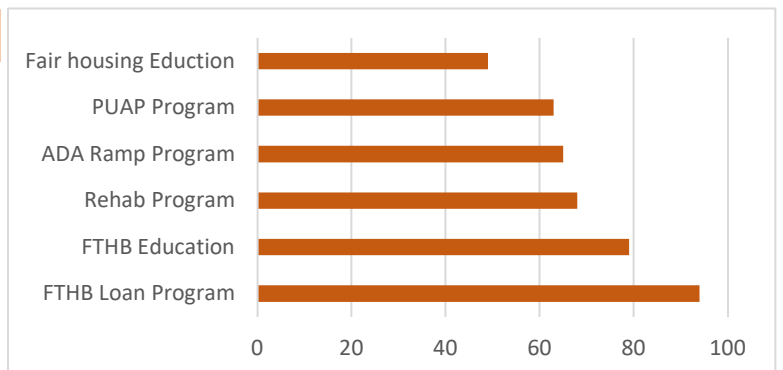
Quadrant Represented

Northwest	49
Southeast	34
Northeast	24
Southwest	23
N/A	10



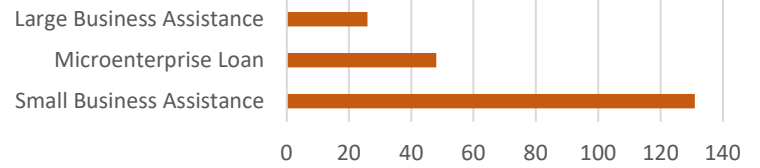
Current CDBG Program Support

FTHB Loan Program	94
FTHB Education	79
Rehab Program	68
ADA Ramp Program	65
PUAP Program	63
Fair Housing Education	49



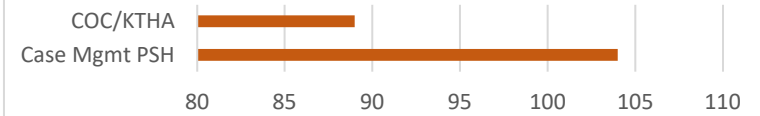
Economic Development

Small Business Assistance	131
Microenterprise Loan	48
Large Business Assistance	26



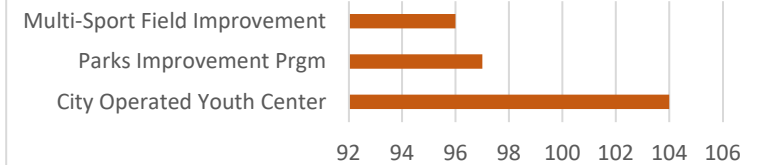
Homelessness

Case Mgmt PSH	104
COC/KTHA	89

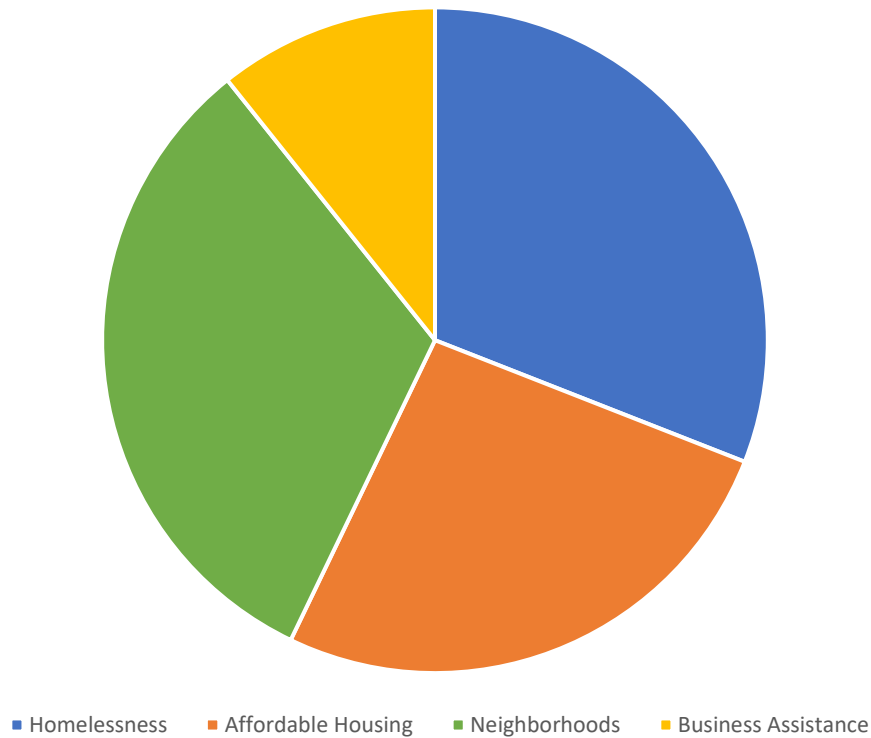


Neighborhood Improvements

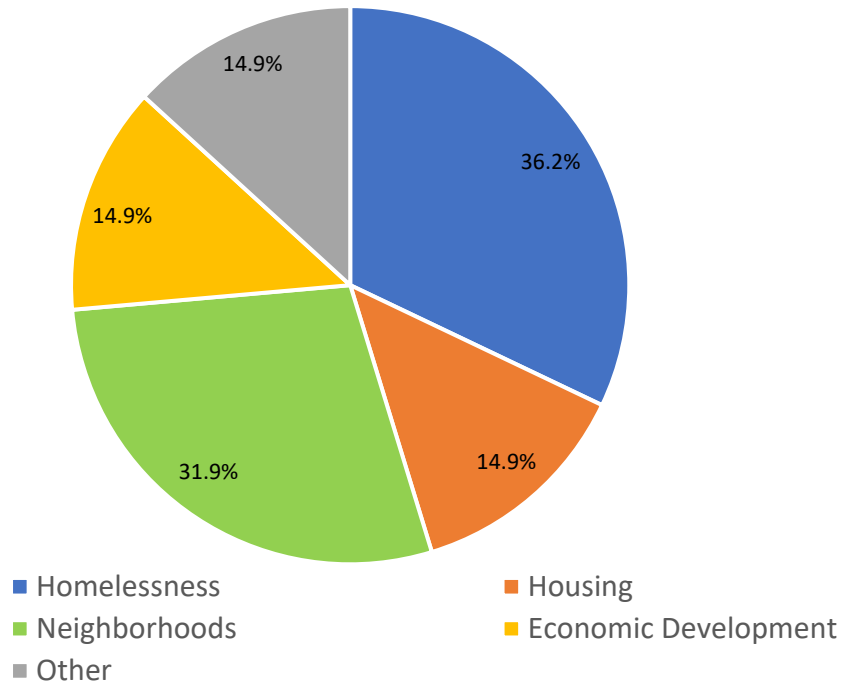
City Operated Youth Center	104
Parks Improvement Prgm	97
Multi-Sport Field Improvement	96



Prioritization of Funds



Comments by Topic



2022/23 Substantial Amendment

Activity		Amendment Category	Funding Source/Year	Reallocated From	Amount
1	Navigation Center	New Activity Added	PY 2018 - Entitlement	Owner Occupied Rehabilitation Loan	\$ 66,074.02
	Reallocating a portion of the remaining 2018 EN from Owner Occupied Rehabilitation Loan Program to the proposed new activity (Navigation Center) to spend the 2018 funds, which will allow the City to continue to be in compliance with expenditure timelines and reduce the risk of losing funds that have not been spent by the expenditure deadlines.				
2	LINC Services	Change of Use	PY 2018 - Entitlement	Owner Occupied Rehabilitation Loan	\$5,000.00
	Reallocating a portion of the remaining 2018 EN from Owner Occupied Rehabilitation Loan Program to the existing LINC Services activity to spend the 2018 funds, which will allow the City to continue to be in compliance with expenditure timelines and reduce the risk of losing funds that have not been spent by the expenditure deadlines.				
3	Case Management for PSH	Change of Use	PY 2018 - Entitlement	Owner Occupied Rehabilitation Loan	\$10,429.23
	Reallocating a portion of the remaining 2018 EN from Owner Occupied Rehabilitation Loan Program to the existing Case Management for PSH activity to spend the 2018 funds, which will allow the City to continue to be in compliance with expenditure timelines and reduce the risk of losing funds that have not been spent by the expenditure deadlines.				
4	Parks Improvement Project	Change of Use	PY 2017 - Entitlement	Owner Occupied Rehabilitation Loan	\$111,174.90
	Reallocating the remaining 2017 EN from Owner Occupied Rehabilitation Loan Program to the Parks Improvement Project to spend the 2017 funds first to allow the City to continue to be in compliance with expenditure timelines and reduce the risk of losing funds that have not been spent by the expenditure deadlines.				
5	Owner Occupied Rehabilitation Loan	Change of Use	PY 2022 - Entitlement	Youth Center	\$86,482.50
	Reallocating the 2022 EN from Youth Center to the Owner Occupied Rehab Program to allow more time to spend the 2022 funds and to continue to be in compliance with expenditure timelines and reduce the risk of losing funds that have not been spent by the expenditure deadlines.				
6	Owner Occupied Rehabilitation Loan	Change of Use	PY 2021 - Entitlement	Parks Improvement Project	\$1,651.30
	Reallocating the remaining 2021 EN from Parks Improvement Project to the Owner Occupied Rehabilitation Loan Program to allow more time to spend the 2021 funds, since parks project has current expenditures that can be made (see Item 2 above).				
7	Owner Occupied Rehabilitation Loan	Change of Use	PY 2022 - Entitlement	Parks Improvement Project	\$109,523.60
	Reallocating the 2022 EN from Parks Improvement Project to the Owner Occupied Rehabilitation Loan Program to allow more time to spend the 2021 funds, since parks project has current expenditures that can be made (see Item 4 above).				
8	First-Time Homebuyer Program	Change of Use	PY 2022 - Entitlement	Curb, Gutter, Sidewalk Improvement Project	\$130,000.00
	Reallocating 2022 EN from Curb, Gutter, Sidewalk Improvement Project to First-Time Homebuyer Program to increase funds available for loans since HOME funds are currently unavailable and a project has not yet been identified for the funds currently allocated.				



CITY COUNCIL AGENDA – APRIL 18, 2023

SUBJECT: Community Development Block Grant 2023/24 Action Plan

SOURCE: Community Development

COMMENT: The U.S. Department of Housing and Urban Development (HUD) requires all Community Development Block Grant (CDBG) entitlement cities to prepare a three- or five-year Consolidated Plan. Porterville's 2020 Five-Year Consolidated Plan was adopted by the City Council at its meeting on April 21, 2020, and subsequently submitted to and approved by HUD. This 2023/2024 Action Plan reflects the fourth-year investment plan within the scope of the Consolidated Plan. Action Plans are required to be submitted to HUD forty-five (45) days prior to the start of the program year.

The Action Plan (attachment as Exhibit A to the draft Resolution) identifies activities the City would undertake during the next year to address priority needs of lower-income households. Proposed activities are designed to benefit lower income households by maintaining affordable housing, achieving public housing improvements, removing barriers to affordable housing, evaluating and reducing lead-based hazards, reducing the number of households with incomes below the poverty line, improving job availability, enhancing the institutional structure to address the needs of lower income households, addressing obstacles to meeting underserved needs, and enhancing coordination between public and private housing and social service agencies.

The Action Plan presents ongoing and proposed CDBG funded programs for the Fiscal Year beginning July 1, 2023, through June 30, 2024. Staff used the recently published Fiscal Year 2023 Entitlement Grant allocation amount of \$739,428 to draft the budget for the Action Plan for a variety of programs and projects accompanied by program income generated by the First-Time Low Income Home Buyer Program, the Owner Occupied Housing Rehabilitation and Public Utility Program, and the Business Assistance Loan Program, with applicable contingency language.

The table below provides an overview of the entitlement funding allocation as recommended by the Citizens Advisory and Housing Opportunity Committee on February 28, 2023.

Administration	\$147,885.60
Navigation Center Operations	\$70,000.00
CCFCC - HOP Outreach	\$4,000.00
Case Management for PSH-	\$15,000.00

FSTC	
LINC Services - KTHA	\$5,000.00
Homebuyer Education	\$1,805.10
Parks Improvement Program	\$200,873.30
Multi-Sports Field Improvement Project	\$279,864.00
Fair Housing Program	\$15,000.00
Total Funding	\$739,428.00

On February 16, 2023, the first community meeting was held to bring recommendations and comments from the community before the CDBG Citizens' Advisory and Housing Opportunity Committee (Committee). On February 28, 2023, the Committee held the first Public Hearing to consider the proposed projects for the 2023/2024 Action Plan. The Committee unanimously recommended approval of the proposed Action Plan. Public notices were published in both English and Spanish for the afore-mentioned Public Hearing. A public notice was also published in both English and Spanish announcing the thirty (30) day comment and review period which ends April 18, 2023. No written comments were received from the public as of the writing of this staff report. However, discussions that took place during the meetings are included in the Draft 2023/2024 Action Plan under AP-05 Section 5: Summary of Public Comments.

RECOMMENDATION: That the City Council:

1. Adopt the draft Resolution approving the 2023/24 Action Plan; and
2. Direct staff to submit the 2023/24 Action Plan to HUD.

ATTACHMENTS:

1. Draft 2023-24 CDBG Action Plan
2. Draft Resolution 2023-24 CDBG Action Plan

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Assistant City Manager

Final Approver: Patrice Hildreth, Deputy City Manager

CITY OF PORTERVILLE



COMMUNITY DEVELOPMENT BLOCK GRANT 2023-2024 ANNUAL ACTION PLAN

ENTITLEMENT APPLICATION FINAL DRAFT

APRIL 2023

(This 30-day comment public document has been updated to reflect public comments, outreach and survey results received up to April 10, 2023 when this agenda item was prepared. Any comments received during the public hearing or between April 11 to April 18, 2023 will be included in the final document submitted to HUD after the close of the 30-day public review and comment period and the second public hearing on April 18, 2023, during the normally scheduled City Council meeting)

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Porterville (City) is an Entitlement Jurisdiction that receives federal funds from the U.S. Department of Housing and Urban Development (HUD) to invest in local communities. The City receives HUD funding under the Community Development Block Grant (CDBG) Program, which is designed to assist low- and moderate-income (LMI) households.

The primary objective of the CDBG program is to develop viable communities through the provision of decent housing, a suitable living environment, and expanded economic opportunities. CDBG grantees are eligible to use the resources they receive for Planning and Administration, Public Services, Community and Economic Development, Capital Improvement Projects (CIP) Public Facilities/Infrastructure, and CIP Housing Rehabilitation. Planning and Administration costs include staffing, general management, oversight and coordination. Public Service projects provide social services and/or other direct support to individuals and households in need of assistance. Community and Economic Development projects are focused on assisting businesses and organizations with small business loans, and other initiatives. CIP Public Facilities/Infrastructure projects are those which aim to improve public facilities and infrastructure. CIP Housing Rehabilitation projects are for housing rehabilitation improvements of single and multi-unit housing. The City's entitlement allocation is \$739,428 in CDBG funding for FY 2023/2024.

Additionally, a map of eligible block groups (Attachment 1 below: Map of Low-Mod Block Groups) is included to reflect the current eligible areas where CDBG funds can be used as of FY 2023/2024.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The Action Plan incorporates outcome measures identified in the Consolidated Plan. Activities are selected in accordance with the Federal Register Notice dated March 7, 2006, which require the following Performance Measure Objectives/Outcomes to be associated with each activity funded:

General Objective Categories: Activities will meet one of the following:

Decent Housing (DH)

A Suitable Living Environment (SL)

Economic Opportunity (EO)

Outcome Categories: Activities will meet one of the following:

Availability/Accessibility

Affordability

Sustainability

1	Goal Name	Affordable Housing
	Goal Description	Public service activities for Low/Moderate Income Housing Benefit. The City will continue to support programs that provide decent housing options for low income households.
2	Goal Name	Homelessness
	Goal Description	The City will continue to support programs for the homeless population.
3	Goal Name	Strengthening Neighborhoods
	Goal Description	The City will improve public infrastructure and community services that will benefit residents.
4	Goal Name	Economic Development
	Goal Description	The City will fund activities that contribute to the success of local Large, Small and Microenterprise businesses.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City is responsible for ensuring compliance with all rules and regulations associated with the CDBG entitlement grant programs. The City's Annual Action Plans and Consolidated Annual Performance Reports (CAPER) have provided many details about the goals, projects, and programs completed by the City since 1982.

The City recognizes that the evaluation of past performance is critical to ensure the City and its sub-recipients are implementing activities effectively and that those activities align with the City's overall strategies and goals. The production of programs and systems are evaluated annually.

Goals for future projects were set in the 2020-2024 Consolidated Plan, by evaluating the success of existing programs as well as the needs that exist in the community. The City will look for ways to improve living conditions, eliminate slum and blight, and improve public facilities.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan. (This section will be updated after the final public hearing on 4/18/2023, to incorporate all comments and consultations.)

To maximize participation in the preparation of the 2023/2024 Action Plan, the City held a community meeting on February 16, 2023, designed and administered a community needs survey, held a public hearing on February 28, 2023, and conducted outreach by email, social media, partner meetings and committee meetings. The purpose was to inform and seek input on the City's housing and community development needs and proposed use of funds to achieve objectives, priorities, and actions for addressing those needs during FY 2023/2024. Views obtained during these hearings were considered for the final Action Plan.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Community Meeting February 16, 2023

Community feedback received during the community meeting and surveys prior to the first public hearing, was for continued support of existing programs and prioritization of funding for homelessness, affordable housing, strengthening neighborhoods and business assistance respectively. Comments were received in support of services to help address homelessness and programs that benefit youth.

CDBG Advisory and Housing Committee Meeting and Public Hearing February 28, 2023

Surveys responses received prior to the first public hearing favored continued support of existing programs, and identified a community need for programs in the categories of homelessness, affordable housing, and youth services.

One member of the public spoke in favor of the distribution of CDBG funds for public services to many local non-profits and urged the committee to be aware of what services are being provided with the funding.

The committee evaluated the suggestions received at the meeting and made its final determinations for funding found in this document to be presented to the City Council at the second public hearing.

30-Day Public Review & Comment Period

Public comments received during the comment period will be included in this section.

Public Hearing April 18, 2023

Public comments received during this meeting will be included in this section.

Community Outreach

This section will be updated after the 2nd public hearing, to incorporate the total number of people who were engaged in the various outreach methods such as social media platforms, partner meetings, in person outreach events and consultations.

Survey Results

A Community Survey was distributed electronically at virtual meetings, via the survey link and publicized on social media. Paper copies were available at the public counter of City Hall, at community and partner meetings and events. A total of 141 survey responses were received, of which 36 were representatives of agencies, but some remained anonymous as to who they represented. A summary of those responses are included in Appendix 1.

Additional outreach and any additional public comments received during the 30-day comment period will be updated to this section prior to submission to HUD.

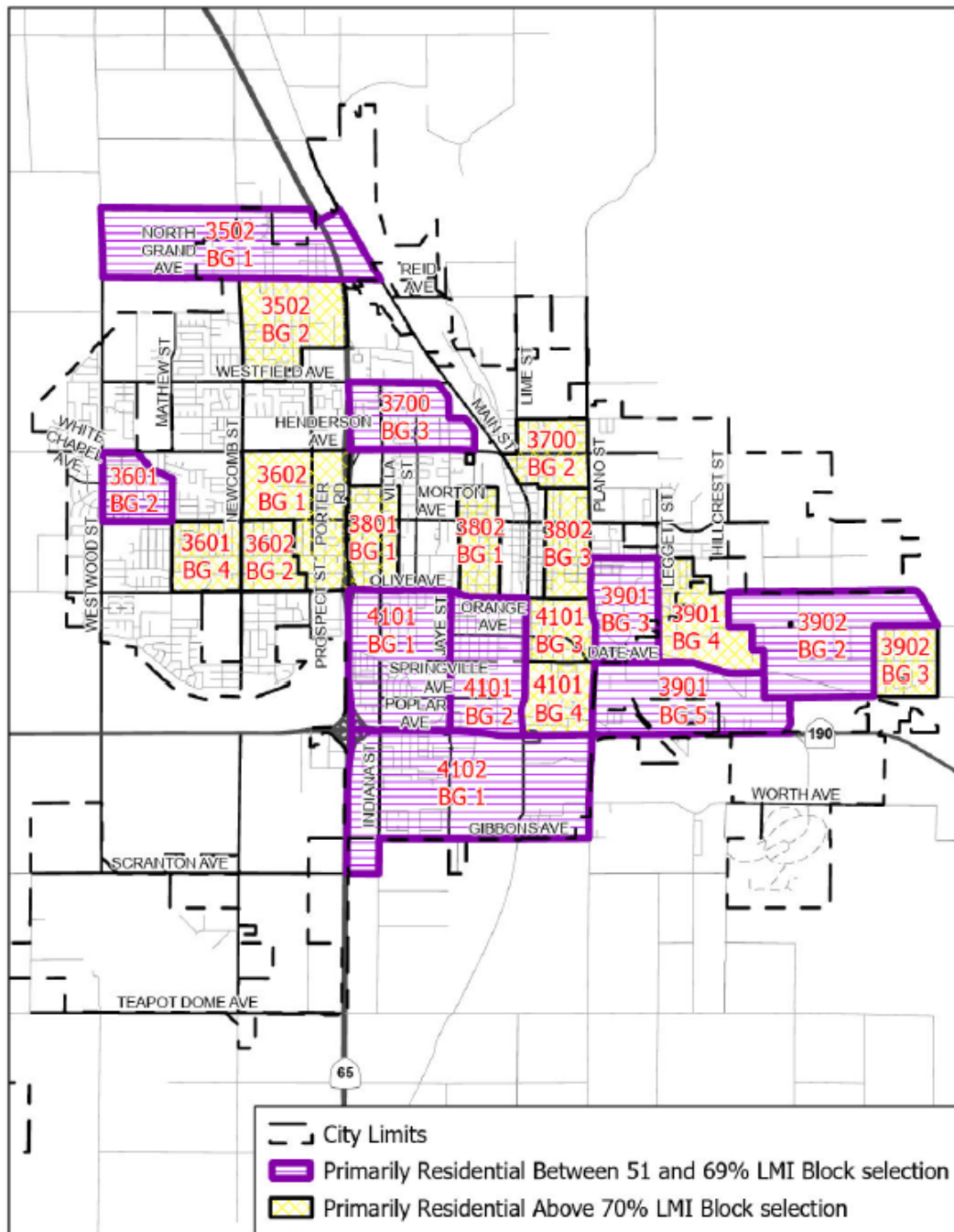
6. Summary of comments or views not accepted and the reasons for not accepting them

There were no comments rejected.

7. Summary

The 2023/24 Action plan follows the established 2020-2024 Goals, and takes into account new comments from the Community Development Block Grant Advisory and Housing Opportunity Committee recommendation to City Council as well as any other public comments received during the development of the plan.

Eligible CDBG Block Groups



PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	PORTERVILLE	Community Development Department
CDBG Administrator	PORTERVILLE	Community Development Department

Table 1 – Responsible Agencies

Narrative (optional)

The City of Porterville (City) is the Lead Agency for the United States Department of Housing and Urban Development (HUD) entitlement programs. The City's Department of Community Development is responsible for administering the funds it receives under the Community Development Block Grant (CDBG).

Consolidated Plan Public Contact Information

Community Development Department
Jason Ridenour
Assistant City Manager
291 N. Main Street
Porterville, CA 93257
(559) 782-7460

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City conducted a thorough outreach effort, consulting with stakeholders of the City to assess needs, set goals and strategize for implementing the Action Plan. It focused on engaging community residents, beneficiaries of entitlement funds, and stakeholders of the City. The City held a community meeting on February 16, 2023, to introduce the Annual Action Plan Planning process to members of the public and gather information regarding the community's top priorities. The City of Porterville Community Development Block Grant (CDBG) Citizens' Advisory and Housing Opportunity Committee held a public hearing on February 28, 2023, to obtain the views of citizens, public agencies, and other interested parties on the City's housing and community development needs and proposed use of funds to achieve objectives, priorities and actions for addressing those needs during Fiscal Year 2023/24. The City also conducted a Community Survey to gather input from community residents and stakeholders of the City. The survey asked participants to identify the greatest needs and priorities in the City that could be addressed through entitlement funding programs and to provide feedback on the use of those funds and to comment on existing programs. The survey, as well as notice of the community meeting and public hearings were posted to the City's social media accounts. Additionally, the City Council held a second public hearing at its meeting on April 18, 2023.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City reached out to a number of agencies, worked collaboratively with public officials, City departments, community residents, stakeholders, and beneficiaries of entitlement funds to seek input on the priorities and strategies included in this Action Plan and further strengthen the dialogue between public and assisted housing providers and private and governmental health, mental health and service agencies that receive federal funding. A list of the agencies who were consulted, including how they participated, is included in Table 2.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Kings/Tulare County Continuum of Care (Alliance) is made up of a group of advocates, public agencies, homeless individuals, and service providers with the purpose of confronting the needs of the homeless population within the Kings and Tulare County regions. The City of Porterville continues to be an active participant in the monthly Alliance meetings, with the purpose of enhancing coordination between organizations, disseminating knowledge on best practices, and developing a stronger understanding of the needs of the homeless population within both counties. The Alliance also works to reduce duplication of such services and to improve service delivery to homeless people. Furthermore, in adherence to the institutional delivery system, the City financially supports the Alliance, which is recognized as a 501(c)(3) organization of partners. The Alliance implements a coordinated entry and assessment system called Every Door Open, to serve both counties. The system's purpose is to help at-risk or current homeless people by prioritizing the most vulnerable homeless people, including the chronically homeless, veterans, families with children, and unaccompanied minors, obtain necessary services.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City does not receive Emergency Solutions Grant Funds, however the City is a member of the local Continuum of Care and participates in the meetings when funding priorities are being set for ESG funds and provides comments on the process, rating and ranking, and outcomes of programs funded with ESG.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Academy Mortgage
	Agency/Group/Organization Type	Services- Financial
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of community survey and invited to attend community meeting and public hearings.
2	Agency/Group/Organization	Alta Vista Elementary School District
	Agency/Group/Organization Type	Services- Education
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of community survey and invited to attend community meeting and public hearings.
3	Agency/Group/Organization	AMVETS
	Agency/Group/Organization Type	Services – Health, education and employment
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of community survey and invited to attend community meeting and public hearings.
4	Agency/Group/Organization	Anthem Blue Cross
	Agency/Group/Organization Type	Services- Healthcare
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of community survey and invited to attend community meeting and public hearings.
5	Agency/Group/Organization	AspiraNet
	Agency/Group/Organization Type	Services- Foster Youth
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of community survey and invited to attend community meeting and public hearings.
6	Agency/Group/Organization	Assemblyman Devon Mathis
	Agency/Group/Organization Type	Government – District Representative
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of community survey and invited to attend community meeting and public hearings.
7	Agency/Group/Organization	BAART Programs
	Agency/Group/Organization Type	Services- Healthcare
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of community survey and invited to attend community meeting and public hearings.
8	Agency/Group/Organization	Bakersfield Barber College Inc.
	Agency/Group/Organization Type	Services – Employment
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of community survey and invited to attend community meeting and public hearings.
9	Agency/Group/Organization	Bank of the Sierra
	Agency/Group/Organization Type	Services- Financial
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of community survey and invited to attend community meeting and public hearings.
10	Agency/Group/Organization	Burton Unified School District
	Agency/Group/Organization Type	Services- Education
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of community survey and invited to attend community meeting and public hearings.
11	Agency/Group/Organization	California Senate
	Agency/Group/Organization Type	Government – District Representative
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of community survey and invited to attend community meeting and public hearings.
12	Agency/Group/Organization	CASA of Tulare County
	Agency/Group/Organization Type	Services – Youth

	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of community survey and invited to attend community meeting and public hearings.
13	Agency/Group/Organization	Central California Family Crisis Center
	Agency/Group/Organization Type	Services - Housing Services-Victims of Domestic Violence Services-homeless Services – Victims
	What section of the Plan was addressed by Consultation?	Public Housing Needs Homeless Needs - Chronically homeless, Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of community survey and invited to attend community meeting and public hearings.
14	Agency/Group/Organization	Central CA Legal Services
	Agency/Group/Organization Type	Services - Legal
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of community survey and invited to attend community meeting and public hearings.
15	Agency/Group/Organization	City of Porterville
	Agency/Group/Organization Type	Local Government
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Employees were notified of community survey and invited to attend community meeting and public hearings. Additionally, specific departments and division were consulted as part of the AP planning process.
16	Agency/Group/Organization	Community Connect
	Agency/Group/Organization Type	Services - Financial
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Employees were notified of community survey and invited to attend community meeting and public hearings. Additionally, specific departments and division were consulted as part of the AP planning process.
17	Agency/Group/Organization	Community Services Employment Training (CSET)
	Agency/Group/Organization Type	Services – Housing Services-Elderly Persons Services-homeless Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative completed a survey to provide input to help prioritize the City's community needs and attended the community meeting.
18	Agency/Group/Organization	Eastern Tule Groundwater Sustainability Agency
	Agency/Group/Organization Type	Regulatory – Water11
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of meetings and hearings, and invited to participate in the survey.
19	Agency/Group/Organization	Employment Connection
	Agency/Group/Organization Type	Services – Employment Services – Education
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of meetings and hearings, and invited to participate in the survey.
20	Agency/Group/Organization	Employment Development Department
	Agency/Group/Organization Type	Services – Employment Services – Education
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of meetings and hearings, and invited to participate in the survey.
21	Agency/Group/Organization	Family Healthcare Network
	Agency/Group/Organization Type	Services – health
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearing and invited to participate in the survey. A representative attended the community meeting and the 1 st Public Hearing.
22	Agency/Group/Organization	Family Services of Tulare County
	Agency/Group/Organization Type	Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearing and invited to participate in the survey.
23	Agency/Group/Organization	Finca Serena – UpHoldings
	Agency/Group/Organization Type	Developer – Affordable Housing
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearing and invited to participate in the survey.
24	Agency/Group/Organization	First American Title
	Agency/Group/Organization Type	Services- Title
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearing and invited to participate in the survey.
25	Agency/Group/Organization	Food Link of Tulare County
	Agency/Group/Organization Type	Services- health
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearing and invited to participate in the survey.
26	Agency/Group/Organization	Homeless Outreach Program (HOP)
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearing and invited to participate in the survey.
27	Agency/Group/Organization	Housing Authority of Tulare County
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A representative was contacted by email to provide updated information regarding public housing for the 23/24 Action Plan and notified of public hearings and invited to attend.
28	Agency/Group/Organization	Kings/Tulare Homeless Alliance
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of meetings and hearings and was invited to participate in the survey.
29	Agency/Group/Organization	Kings View
	Agency/Group/Organization Type	Services – homeless Services – persons with disabilities
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearing and invited to participate in the survey.

30	Agency/Group/Organization	Leadership Porterville
	Agency/Group/Organization Type	Community Services
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearings, and invited to participate in the survey.
31	Agency/Group/Organization	LINC Committee
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearings, and invited to participate in the survey.
32	Agency/Group/Organization	LOVE Inc.
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearing and invited to participate in the survey.
33	Agency/Group/Organization	Parenting Network
	Agency/Group/Organization Type	Services- children Services- people with disabilities
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearing and invited to participate in the survey.
34	Agency/Group/Organization	Porterville Adult School
	Agency/Group/Organization Type	Services – Education
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearing and invited to participate in the survey.
35	Agency/Group/Organization	Porterville Area Coordinating Council (PACC)
	Agency/Group/Organization Type	Community Services
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of meetings and hearing and invited to participate in the survey.
36	Agency/Group/Organization	Porterville Chamber of Commerce
	Agency/Group/Organization Type	Economic Development
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearing and invited to participate in the survey.
37	Agency/Group/Organization	Porterville College
	Agency/Group/Organization Type	Services- education
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearing and invited to participate in the survey.
38	Agency/Group/Organization	Porterville Unified School District
	Agency/Group/Organization Type	Services- education
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearing and invited to participate in the survey.
39	Agency/Group/Organization	Proteus
	Agency/Group/Organization Type	Services- employment Services- education Community Services
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearing and invited to participate in the survey.
40	Agency/Group/Organization	Self-Help Enterprises
	Agency/Group/Organization Type	Services- Housing
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearing and invited to participate in the survey.

41	Agency/Group/Organization	Sequoia Family Medical Center
	Agency/Group/Organization Type	Services- Health
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearing and invited to participate in the survey.
42	Agency/Group/Organization	Sierra View Medical Center
	Agency/Group/Organization Type	Services- Health
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearing and invited to participate in the survey.
43	Agency/Group/Organization	Social Security Administration
	Agency/Group/Organization Type	Other Government - Federal
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of public hearings and invited to attend.
44	Agency/Group/Organization	St. Anne's Parish
	Agency/Group/Organization Type	Faith based
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearing and invited to participate in the survey.
45	Agency/Group/Organization	Tulare County Early Childhood Education
	Agency/Group/Organization Type	Services-Education Other government – County
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearing and invited to participate in the survey.
46	Agency/Group/Organization	Tulare County Economic Development Corporation
	Agency/Group/Organization Type	Economic Development Other government – County
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearing and invited to participate in the survey.
47	Agency/Group/Organization	Tulare County Health & Human Services Agency
	Agency/Group/Organization Type	Services-Health Health Agency Other government – County
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearing and invited to participate in the survey.
48	Agency/Group/Organization	Tulare County – Mental Health
	Agency/Group/Organization Type	Services-Health Health Agency Other government – County
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearing and invited to participate in the survey.
49	Agency/Group/Organization	Tulare County District 5 Supervisor
	Agency/Group/Organization Type	District Representative Other government – County
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearing and invited to participate in the survey.
50	Agency/Group/Organization	Tulare County Public Defender
	Agency/Group/Organization Type	Services - Legal Other government – County
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearing and invited to participate in the survey.
51	Agency/Group/Organization	Tulare/Kings Hispanic Chamber of Commerce
	Agency/Group/Organization Type	Economic Development

	What section of the Plan was addressed by Consultation?	Homeless Needs – chronically homeless Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearings, and invited to participate in the survey.
52	Agency/Group/Organization	Turning Point of Central California
	Agency/Group/Organization Type	Housing Services – homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs – chronically homeless Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearings, and invited to participate in the survey.
53	Agency/Group/Organization	United Way of Tulare County
	Agency/Group/Organization Type	Services – Health Services – Education
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearings, and invited to participate in the survey.
54	Agency/Group/Organization	Uplift Family Services
	Agency/Group/Organization Type	Services – Health, education and employment
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearings, and invited to participate in the survey.
55	Agency/Group/Organization	Veteran Affairs
	Agency/Group/Organization Type	Services – Health, education and employment
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearings, and invited to participate in the survey.
56	Agency/Group/Organization	Walmart DC
	Agency/Group/Organization Type	Community Service

	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearings, and invited to participate in the survey.
57	Agency/Group/Organization	Westcare
	Agency/Group/Organization Type	Behavioral health and human services
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearings, and invited to participate in the survey.
58	Agency/Group/Organization	Workforce Investment Board
	Agency/Group/Organization Type	Employment
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearings, and invited to participate in the survey.

Identify any Agency Types not consulted and provide rationale for not consulting

The City reached out to a diverse group of agencies, groups, and organizations for consultation during the City's outreach period. These groups were also asked to participate in the community needs survey as well as share the survey with other stakeholders. It is possible that members from these organizations participated in the community needs survey, but it cannot be for certain since the survey remained anonymous. Overall, the City did not intentionally exclude any organization from participating.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	County of Tulare	Connecting the Dots is a Ten Year Plan to prevent and end homelessness in the Kings and Tulare County region. This effort is aligned with the Strategic Plans goal to support activities that prevent and end homelessness.
San Joaquin Valley Fair Housing and Equity Assessment	California Coalition for Rural Housing	The FHEA provides an overview of racial and economic segregation patterns in the City and describes its impact on residential mobility. The report also includes a set of recommendations to promote integration in the City and lessen the negative consequences generated as a result of segregation identified within the report. Both plans focus on supporting and promoting the creation of affordable housing opportunities for LMI and special needs households.
City of Porterville Housing Element	City of Porterville	The Housing Element identifies the housing needs of the community, goals, and objectives to address those needs, and outlines the community efforts to pursue specific policies and programs to achieve its goals and objectives. The Strategic Plan supports the Housing Elements plan to ensure that there is an adequate supply of affordable housing to meet the current and future needs of the population. Currently the City is preparing an update to its HE.
Regional Transportation Plan and Sustainable Communities Strategy	Tulare County Association of Governments (TCAG)	Transportation and access to services is critical for LMI households. This plan considers both land use and transportation together in a single, integrated planning process that accommodates regional housing needs and projected growth. This aligns with promoting the creation of affordable housing opportunities for LMI and special needs households.
Regional Housing Needs Plan for Tulare County 2014	Tulare County Association of Governments (TCAG)	This plan ensures that affordable housing is equitably distributed throughout the region. Both plans ensure that there is an adequate supply of affordable housing to meet the current and further needs of the population.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Pathway Home: Responding to Homelessness in Tulare	Tulare County Taskforce on Homelessness	This plan is a regional effort intended to identify, develop, and implement innovative strategies to addressing homelessness in Tulare County. This effort builds upon the Continuum of Care plan that supports activities that prevent and end homelessness.
Local Homeless Action Plan	Tulare County & KTHA	This plan is a regional effort intended keep local agencies informed of funding and activity as it pertains to addressing homelessness county-wide.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

Many organizations were consulted at community meetings, public hearing or by email to engage them in providing feedback. The survey link was also sent and asked to be shared amongst their constituents. Comments are accepted as anonymous to encourage participation.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

To maximize participation in the preparation of the 2023/24 Action Plan, the City held a community meeting, designed and administered a community needs survey, held two public hearings, and conducted outreach by email, social media and electronic outreach. Additionally, announcements were made at the City's first-time homebuyer education classes and at partner meetings to inform attendees of the AP process and how they could participate. The purpose was to bring awareness and seek input on the City's housing and community development needs and proposed use of funds to achieve objectives, priorities, and actions for addressing those needs during FY 2023/24. Views obtained during these hearings were considered for the final Action Plan.

Citizen Participation Outreach

Sort Order	Mode of Out-reach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Meeting	Non-targeted/broad community	An Action Plan community meeting held on February 16, 2023. 11 Participants attended.	Feedback included reinforcement of the need for homeless services and programs.	No comments were rejected at the public meeting.	
2	Public Hearing	Non-targeted/broad community	1st public hearing (February 28, 2023) there were 2 public members, 5 CDBG Advisory Board Members and 5 City of Porterville staff members. 2nd public hearing (April 18, 2023) during a regular City Council Meeting. Public attendance consisted of __ viewers on YouTube, __ via Zoom, and __ in person. City Council and City staff were also in attendance. <i>*Will be updated following meeting.</i>	1st Public hearing comment summary: The Committee was presented with community feedback from the community meeting and survey, and they discussed continuation of current programs as well as funding allocations. 2nd Public hearing comments will be updated after it takes place	No comments were rejected at the 1 st public hearing.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
3	Newspaper Ad	Minorities, Non-English Speaking (Spanish), Non-targeted/broad community	A total of 4 newspaper ads were sent to notify the public about public hearings and community meetings, which included a timeline for Action Plan development; 2 in English and 2 in Spanish.	Comments will be updated if any are received	will be updated at end of 30 day comment period	
4	Internet Outreach	Non-targeted/broad community	Internet outreach was done by email, City webpage, and social media posts on Parks & Leisure Services, Porterville Library, cityofporterville_ca, and Choose Porterville pages. The total number of people/entities reached will be updated at the end of the 30 day comment period.	A total of 141 survey responses were received and a summary of those responses are included in Appendix 1.	No comments were rejected.	
5	Printed Materials	Minorities, Non-English Speaking (Spanish), Non-targeted/broad community	A copy of the survey in Spanish and English was available at the public counter at City Hall, as well as a copy of the 30-day draft Action Plan for public review.	Comments will be updated if any are received	will be updated at end of 30 day comment period	
6	Virtual meetings	Minorities, Non-English Speaking (Spanish), Residents of Public and Assisted Housing	Spanish and English First Time homebuyer virtual classes were held in March and April; 15 people participated in the 8 hour class. At the end of the class their input was requested on AP planning process. They were also invited to participate in the comment period.	No comments were received.	will be updated at end of 30 day comment period	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
7	Partner meetings	Non-targeted/broad community	Announcements regarding the Action Plan were made at the following virtual meetings held by partner agencies: Tulare County Taskforce on Homelessness, Kings/Tulare Homeless Alliance, Community Collaborative meeting, LINC Committee, Habitat for Humanity, Porterville Chamber Government Affairs Committee Meeting, Tulare Kings Hispanic Chamber of Commerce and First Friday Coffee.	Survey links were shared for participants of the meeting to participate as well as dates for community meetings, public hearings and 30 day comment period. No comments were received.	will be updated at end of 30 day comment period	
8	Community Event	Non-targeted/broad community	Staff will be conducting community outreach at the Tule Basin Water Foundation Family Resource Fair on March 31, 2023.	Comments will be updated if any are received.	will be updated at end of 30 day comment period	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City anticipates an annual entitlement of \$739,428 per year over the five-year period.

Anticipated Resources

P r o g r a m	Source of Funds	Uses of Funds	Expected Amount Available Year 4 of Con Plan				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
C D B G	public - federal	Admin and Planning Economic Development Housing Public Improvements Public Services	739,428	48,968	565,819	1,418,132	1,454,216	CDBG funds will be used for public improvements, economic development, and public services that benefit low income and special needs households.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Porterville is proactive in prioritizing the needs of the community. Staff continues to dedicate time, collaborating with non-profit agencies through the Kings/Tulare Continuum of Care whose main target is to house homeless individuals. The City uses a \$15,000 in CDBG funds to contribute to the hiring of a case manager for the Permanent Supportive Housing (PSH) Program administered by the Family Services of Tulare County. When available, funds will also be allocated to the Kings/Tulare Homeless Alliance to continue the efforts to end homelessness. The staff works closely with local non-profit agencies using an active referral system where a pool of resources is made available to those in need. City staff continuously promote the housing programs through various methods as well as within several faith-based organizations. When possible, the City uses state funding, such as HOME, CalHome and PLHA in conjunction with CDBG funds to create safe and suitable living environments for the low- and moderate-income members of the Porterville community.

Leverage, in the context of entitlement funding, means bringing other local, state, and federal financial resources to maximize the reach and impact of the City's HUD Programs. HUD, like many other federal agencies, encourages the recipients of federal monies to demonstrate that efforts are being made to leverage additional funds in order to achieve higher results strategically. Leverage is also a way to increase project efficiencies and benefit from economies of scale that often come with combining sources of funding for similar or expanded scopes. Funds will be leveraged if financial commitments toward the costs of a project from a source other than the originating HUD program are documented.

As previously discussed, in addition to its annual CDBG entitlement, the City anticipates HOME Investment Partnerships Program (HOME) funds will be available to meet the goals of the Consolidated Plan. HOME funding is intended to be used for various housing-related programs and activities. HOME funds are generally used to address the housing needs of jurisdictions through the preservation or creation of affordable housing. New construction, housing rehabilitation, assistance to homebuyers, and tenant-based rental assistance are all eligible uses of HOME funds. The City's HOME dollars come from program income or State grants. For FY 23/24 the city will have available \$400,000 in HOME funds from a recently awarded grant, and approximately \$600,000 in program income. These funds will be used to meet affordable housing needs. HOME PI is a result of payments received by the City for First Time Homebuyer Loans made in the past with State HOME grants. The First Time Homebuyer Loan Program will not be allocated new CDBG Entitlement funds. There is an anticipated \$10,568 New PI from debt repayment of home loans that will be returned to the RL fund to continue to operate the CDBG FTHB loan program. Remaining carryover on 6/30/2024 or PI for PY 23/24 shall remain and be added to the RL fund to continue the First Time Homebuyer Loan Program.

Additionally, the City leverages its Permanent Local Housing Allocation (PLHA) funds, which is estimated at \$2,056,524.00 over five years (2019-2023) for the eligible activity 6 which is defined as, "Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing."

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

During Fiscal Year 2014-2015, the City acquired a property located at the corner of Olive Avenue and Main Street in downtown Porterville. The property was the former site of the Porterville Hotel; a fire destroyed the abandoned building, and the land was vacant. In 2018, the City sold the property to a developer willing to create new retail and office space in the downtown business corridor. Construction was concluded in June of 2020. The three story building is now home to the offices of the Tulare County Public Defender and District Attorney, with additional retail space available. The outcome of the project is retail opportunities, job creation, and elimination of slum and blight. This past year a local union bank opened in that building.

The City also owns approximately ten (10) acres of undeveloped property located at the Jaye Street Industrial Complex. These properties are marketed in cooperation with the Tulare County EDC for the recruitment of manufacturing and industrial uses to Porterville. The desired outcome of these projects is job creation.

The City acquired property located at 140 S. C St, in downtown Porterville from the Porterville Unified School District to lease to Turning Point of Central California (TPOCC): TPOCC is responsible for operation of the Porterville Welcome Center, which offers emergency and bridge housing as well as a service Navigation Center for unhoused individuals. The bridge housing can lead to permanent housing offered by other programs mentioned in the Discussion section below. This year the City is working with Turning point on a possible expansion of the center to provide an additional 30 emergency shelter beds with day services for individuals experiencing homelessness.

Discussion

Below is a list of potential financial resources that are considered a part of the City's overall financial plan to address priority needs and specific objectives identified in the Consolidated Plan. The number and availability of these programs to assist cities are limited, and funding for new projects is unpredictable. The following programs are local, state, and federal programs. None of these are managed locally by the City through funds accessed directly from HUD:

- Housing Authority of Tulare County (HATC): HATC is a public housing authority with jurisdiction within the City and the County. It administers federal and state funds for its public housing projects and government-assisted housing units, such as the Section 8 Housing Choice Voucher Program and Veterans Affairs Supportive Housing (VASH) vouchers.
- Low-Income Housing Tax Credit Program (LIHTC): The LIHTC program provides federal and state tax credits for private developers and investors who agree to set aside all or an established percentage of their rental units for low-income households for no less than 30 years. Tax credits may also be utilized on rehabilitation projects, contributing to the preservation program. The program begins when developers and investors apply for an allocation of tax credits from the California Tax Credit Allocation Committee (CTCAC). Tax credits are awarded on a competitive basis at varying times. Compliance is monitored according to the Internal Revenue Service (IRS) rules and regulations.
- Multi-Family Housing Program: If California's Housing and Community Development Department awards Multi-Family Housing Program loans to assist rental housing developments affordable to low-income households in the City, the City will assist the developers with identifying local funding.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing	2020	2024	Affordable Housing	Citywide	Affordable Housing	CDBG: \$707,393	Public service activities other than Low/Moderate Income Housing Benefit: 90 Persons Assisted Homeowner Housing Rehabilitated: 4 Household Housing Unit Direct Financial Assistance to Homebuyers: 1 Household Assisted
2	Homelessness	2020	2024	Homeless	Citywide	Homeless Shelters and/or Services	CDBG: \$94,000	Public service activities other than Low/Moderate Income Housing Benefit: 350 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 2 Household Assisted
3	Strengthening Neighborhoods	2020	2024	Non-Homeless Special Needs Non-Housing Community Development	Citywide	Infrastructure Improvements Neighborhood Services, Community Services	CDBG: \$580,737	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 168,325 Persons Assisted Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted Other: 1
4	Economic Development	2020	2024	Non-Housing Community Development	Citywide	Job Creation/Retention Programs	CDBG: \$72,085	Businesses assisted: 5 Businesses Assisted

Table 6 – Goals Summary
2023/2024 Annual Action Plan

Goal Descriptions

1	Goal Name	Affordable Housing
	Goal Description	This covers housing benefits, homeowner rehabilitation and financial assistance to new low income homebuyers; homelessness and acquisition of single family homes to rehab for affordable housing, if needed.
2	Goal Name	Homelessness
	Goal Description	This includes funding for service providers catering to homeless persons, transitional housing and emergency shelters.
3	Goal Name	Strengthening Neighborhoods
	Goal Description	This includes service provision and infrastructural development such as youth and senior centers, parks and recreational facilities, and curb, gutter, and sidewalk improvements.
4	Goal Name	Economic Development
	Goal Description	This includes financing for job placements and training programs as well as funding for Large, Small and Microenterprise loans, as well as CDBG-CV projects if needed.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b)

The City of Porterville intends to continue its First time Homebuyer Program and Owner Occupied Housing Rehabilitation Loan Program to allow families to obtain and/or maintain affordable housing, with a combined goal of helping five extremely low-income, low-income, or moderate-income families in program year 2023/24.

Projects

AP-35 Projects – 91.220(d)

Introduction

The Consolidated Plan goals below represent high priority needs for the City and serve as the basis for the strategic actions the City will use to meet these needs. The goals, listed in no particular order are:

- Assist in the creation and preservation of affordable housing opportunities
- Support activities to prevent and end homelessness
- Support activities that strengthen neighborhoods.
- Expand economic development and employment opportunity programs.

Projects

#	Project Name
1	Grant Administration
2	Navigation Center Operations
3	Case Management for PSH
4	Homebuyer Education Program
5	First Time Low Income Homebuyer Program
6	Fair Housing Education Program
7	Owner Occupied Housing Rehabilitation & Public Utilities Loan Program
8	Business Assistance Program
9	Parks Improvement Program
10	Curb, Gutter and Sidewalk Improvements
11	Continuum of Care (LINC Services)
12	Multi-Sport Field Improvement Project
13	Homeless Outreach Project (HOP)

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The priorities were allocated based on the high priority needs identified in NA-50 of the 2020-2024 Consolidated Plan and based on outreach described in the Citizen's Participation Plan. This is with the exception of administration of the allocations which is a default first priority area for realization of the goals and projects set in the action plan.

AP-38 Project Summary

Project Summary Information

1	Project Name	Planning and Administration
	Target Area	Citywide
	Goals Supported	Affordable Housing Homelessness Strengthening Neighborhoods Economic Development
	Needs Addressed	Affordable Housing Infrastructure Improvements Neighborhood Services, Community Services Job Creation/ Retention Programs Community Facilities
	Funding	CDBG: \$147,885.60
	Description	Allocation amount: up to 20% of Grant allocation plus up to 20% of current years' (23/24) expected PI. Carry Over: \$0 is anticipated carryover from PY 2023/24, however if there is any carryover on 6/30/2024, it will be moved to First Time Low Income Homebuyer Program. A portion of the CDBG entitlement allocation will be used for reasonable planning and administrative costs associated with the administration of the CDBG funds and other related federal requirements. Administration funds will support oversight activities of the housing department, legal services from the City Attorney's Office, and environmental reviews. The actual amount is based on an estimated amount dependent on anticipated Program Income for FY 23/24 (an estimated additional \$10,568.48 of PI from other programs).
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Not Applicable
	Location Description	Citywide
	Planned Activities	Planning administration of the CDBG funds and other related federal requirements. Administration funds will support oversight activities of the housing department, legal services from the City Attorney's Office, and environmental reviews
2	Project Name	Navigation Center Operations
	Target Area	Citywide
	Goals Supported	Homelessness

	Needs Addressed	Homeless Shelters and/or Services
	Funding	CDBG: \$70,000
	Description	Allocation amount: Allocation amount not to exceed the sum of: \$70,000 granted it does not exceed the 15% public service cap. Carry Over: \$0 is anticipated carryover from PY 2023/24, however if any carryover remains on 6/30/2024 it shall be allocated to First Time Low Income Homebuyer Program. Contingency: These funds can be re-allocated to the youth center should a new site become available and the activity resumes operations.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	100 persons assisted
	Location Description	140 S. C Street
	Planned Activities	These funds will be used to provide food, shelter, housing assistance, service linkages and additional staffing for case management services at the Porterville Welcome Center (PWC), a 30-bed shelter facility.
3	Project Name	Case Management for PSH
	Target Area	Citywide
	Goals Supported	Homelessness
	Needs Addressed	Homeless Shelters and/or Services
	Funding	CDBG: \$15,000
	Description	Allocation amount: \$15,000 granted it does not exceed the 15% public service Cap. Carry Over: \$0 is anticipated carryover from PY 2023/24, however if any carryover remains on 6/30/2024 it shall be allocated to First Time Low Income Homebuyer Program.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	At least two very low or extremely low income families/individuals will benefit from this program in FY 2023-24. Five vouchers are assigned to each of the participating cities, and the remaining vouchers will be available based on need. This program covers a portion of the case management for the PSH program. The other portions are covered by other jurisdictions in Tulare County.
	Location Description	Citywide
4	Planned Activities	The City of Porterville executed a sub-recipient agreement with Family Services of Tulare County to administer this voucher program that provides services within the City of Porterville with the City funding up to \$15,000 annually for the case manager services.
	Project Name	Homebuyer Education
	Target Area	Citywide
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$1,805.10

	Description	Allocation amount: \$1805.10 will be allocated for PY 2023/24 Carry Over: \$0 is anticipated carryover from PY 2023/24, however if any carryover remains on 6/30/2024 it shall be allocated to First Time Low Income Homebuyer Program. This program continues, however it will be mostly funded with HOME Admin funds; unless there is additional CDBG funds available from the public services cap that can be allocated to this project. CDBG new entitlement funds will be used to prepare low-income renter households for the responsibilities and challenges of homeownership which will facilitate the use of the City's First Time Homebuyer Low Income Loan Program. The City is requiring this eight to nine hour training course as a prerequisite to applying for City assistance in the purchase of their first home.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	60 persons assisted
	Location Description	291 N. Main St. Porterville CA 93257
	Planned Activities	The curriculum includes, but is not limited to the following topics: advantages/disadvantages of homeownership, what the applicant can afford, developing budgets, determining debt ratios, explanation of the loan process, down payments, and closing costs, selection of a real estate agent, selection of property, lead base paint visual assessment certification, writing an offer, the escrow process, and maintenance of the home. Using the funding allocation, the City plans to provide this homebuyer education course free of charge to qualified low income persons. The class will be taught in partnership with a local non-profit who is a HUD Certified Housing Counselor.
5	Project Name	First Time Low Income Homebuyer Program
	Target Area	Citywide
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$301,568.48
	Description	Allocation amount: \$0 shall be added from New Entitlement, \$10,568.48 is anticipated New PI from debt repayment of home loans that will be returned to the RL fund to continue to operate the CDBG FTHB loan program and \$291,000, is the expected carryover in the RL fund on 6/30/2023 to be used in FY 2023/24; \$130,000 of which is contingent on approval of a substantial amendment to the 22/23 Action Plan that is running concurrently with this Action Plan. Carry over: Any carry over on 6/30/2024 shall remain in the RL fund to continue to fund this program.
	Target Date	6/30/2024

	Estimate the number and type of families that will benefit from the proposed activities	1 income eligible family
	Location Description	Not Applicable
	Planned Activities	CDBG program income funds will be used to facilitate movement of low-income, renter households into the home ownership category with affordable mortgages through a revolving loan program.
6	Project Name	Fair Housing Education Program
	Target Area	Citywide
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	\$15,000
	Description	Allocation amount: \$15,000. Carry over: \$0 is anticipated as carryover for FY 2023/24, however if any carryover is remaining on 6/30/24 it shall be moved to the First Time Homebuyer Loan Program.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	30 persons assisted
	Location Description	Citywide
7	Planned Activities	The City will work with Community Services Employment Training (CSET) as a Sub-recipient to conduct outreach and education pertinent to California and Federal Fair Housing laws and best practices to representatives of the housing, lending, and insurance industry and to the public at large within the City of Porterville, such as the annual Fair Housing Conference and report activities quarterly to appropriate city staff, including data on claims, basis of discrimination and demographics of claimants.
	Project Name	Owner Occupied Housing Rehabilitation & Public Utilities Loan Program
	Target Area	Citywide
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$233,934

	Description	Allocation amount: Old Entitlement Balance of \$192,678.15 plus \$30,000 from PI and \$14,400 from anticipated PI, will be allocated for PY 2023/24. Carry over: If any remaining carryover on 6/30/2024 it shall be carried over into the RL fund to continue funding the Owner Occupied Housing Rehabilitation Program. The Ramp program that is part of the Rehabilitation Loan program may be allocated to a Non-Profit agency as a sub recipient to complete repairs or hire contractors to complete appropriate ADA work. Using old entitlement and Program Income (PI) funds the City will participate in a meaningful and effective housing rehabilitation program including connection to City water and/or sewer service, to assist low- and moderate-income homeowners and to supplement previous funding allocated in past years to Housing Rehabilitation Loan Program (HRLP).
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	4 Households
	Location Description	Citywide
	Planned Activities	Once an applicant is income qualified, an inspection of the premises is made to identify building code deficiencies, applicable lead-based paint mitigations, and zoning violations. For water and/or sewer connection feasibility, verification will be performed by the City's Engineering Department. The applicant is then counseled as to the extent and cost of the work covered by a rehabilitation loan, the process of selecting a contractor, and maintaining an equity reserve after rehabilitation construction. A systemized program evaluating work completed through on-site inspections and progress payment issuance is administered by the City to assure that abuses of the program do not occur. Final payment is held until the City Chief Building Inspector, Rehabilitation Specialist, and homeowner have indicated completion and satisfaction with the work.
8	Project Name	Business Assistance Programs
	Target Area	Citywide
	Goals Supported	Economic Development
	Needs Addressed	Job Creation/ Retention Programs
	Funding	CDBG: \$72,085.36

	Description	Allocation amount: \$0 will be allocated for PY 2023/24. Old Entitlement Balance of \$15,285.36 plus \$16,800 from anticipated PI, will be allocated for PY 2023/24. Additionally, \$40,000 will carry over from the microenterprise program that did not begin in 2022-23 as anticipated. Carry Over: \$0 is anticipated carry over for FY 2023/24. If any carryover is remaining on 6/30/2024 and any new PI received during the year shall be added into the RL fund to continue funding the Business Assistance Loan Programs as the City continues to accept and review applications for those programs. Program Income and Old Entitlement will be used for the Business Assistance Programs. Large Business Assistance Program (BAP) Revolving Loan Fund: The main objective of this program is to provide financing options to industrial/commercial businesses for the retention and expansion of the job market within the City of Porterville. Small Business Assistance Program (BAP) Revolving Loan Fund: The main objective of this program is to provide "gap" funding for small businesses that are either just starting business in Porterville or are trying to expand their business. Micro Enterprise Program: the main objective of this program is to provide funding for low to moderate income persons to start or expand a business in Porterville. These funds will continue to be available to use for CDBG-CV funded activities if needed.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that at least 1 business will be assisted with these funds in the large or small business category and 4 microenterprises.
	Location Description	Citywide
	Planned Activities	Large Business Assistance Program (BAP), Commercial and Industrial Development. This program will provide financial assistance in the amount of \$50,000 or greater, when available. The goal of the BAP is to encourage businesses to expand which will lead to increase business activity, job sustainability, and job creation. Small Business Assistance Program (SBAP): SBAP assistance is a minimum of \$1,000 and a maximum of \$50,000 and will be directed towards businesses that have the greatest potential for long-term job creation. Micro Enterprise Loan Program Assistance is a minimum of \$1,000 and a maximum of \$10,000 to assist LMI persons start or expand a business. This funding can also be used for the CDBG-CV funded activities if needed.
9	Project Name	Parks Improvement Program
	Target Area	Citywide
	Goals Supported	Strengthening Neighborhoods
	Needs Addressed	Infrastructure Improvements
	Funding	CDBG: \$200,873.30

	Description	Allocation amount: Remaining amount from all other 2023/2024 Entitlement allocations shall be added to the Parks Improvement program currently \$200,873. Carry Over: \$0 is anticipated carryover from PY 2023/24, however if any carryover remains on 6/30/24 it shall be added to the Multi-Sports Field Improvement Project if there is a need in that program, if not it shall remain in the Parks Improvement Program to continue funding park improvement projects at the designated parks. The main objective of this program is to add or increase access to amenities and improve infrastructure at Murry Park, Zalud and Fallen Heroes Parks in addition to the Tule River Parkway trail adjacent to Fallen Heroes Park in order to continue to keep the park as a safe, clean, and attractive recreation facility. These funds may also be used for additional park projects within eligible census tracts/blocks, and the Multi-Sport Field Improvement Project, since it is also a park project, except that it was given its own activity number due to the large dollar amount that is expected to be allocated, from program income generated from the sale of the Heritage Center.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	15925
	Location Description	Murry Park, Zalud Park, Fallen Heroes Park, and Tule River Parkway serve Census Tracts 38.02, 41.01 and 41.02, as does the Multi-Sports Field Improvement Project
	Planned Activities	Using entitlement and program income the City plans to continue making improvements to Murry Park, Zalud Park, Fallen Heroes Park and the Tule River Parkway trail adjacent to Fallen Heroes Park.
10	Project Name	Curb, Gutter and Sidewalk Improvements
	Target Area	Citywide
	Goals Supported	Strengthening Neighborhoods
	Needs Addressed	Infrastructure Improvements
	Funding	CDBG: \$100,000
	Description	Allocation amount: \$0. Old entitlement in the amount of \$100,000. Carry Over: \$0 is anticipated carryover from PY 2023/24, however if any carryover remains on 6/30/2024 it shall remain in this program to continue funding curb, gutter and sidewalk improvements in low-mod census tract areas. If no project is identified, these funds can be used for the Multi-Use Sports Field Improvement Project.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Not Applicable
	Location Description	Citywide

	Planned Activities	At least one infrastructure improvement project including Curb, Gutter and Sidewalk improvements in low-mod census tract areas.
11	Project Name	Continuum of Care (LINC Services)
	Target Area	Citywide
	Goals Supported	Homelessness
	Needs Addressed	Homeless Shelters and/or Services
	Funding	CDBG: \$5,000
	Description	Allocation amount: \$5,000 granted it does not exceed the 15% public service Cap. Carry Over: \$0 is anticipated carryover from PY 2023/24, however if any carryover remains on 6/30/2023 it shall be allocated to First Time Low Income Homebuyer Program.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	150 individuals who are experiencing homelessness
	Location Description	140 S C St.
	Planned Activities	Kings Tulare Homeless Alliance will hold ongoing Local Initiatives Navigation Center (LINC) in the City of Porterville. LINC will connect homeless and people at-risk of homelessness with critical services such as health and dental care, employment assistance, housing assistance, legal services, social services and access to mainstream benefits. They will also provide consumables supplies and services to homeless clients (supplies and services include prescription eyeglasses, bus passes, DMV reduced-fee ID cards, sleeping bags, laundry cards, hygiene kits, food) due to Covid-19 some of these activities may be modified to comply with the social distancing requirements of the state mandate.
12	Project Name	Multi-Sport Field Improvement Project
	Target Area	Citywide
	Goals Supported	Strengthening Neighborhoods
	Needs Addressed	Infrastructure Improvements
	Funding	\$279,864
	Description	Allocation amount: \$279,864 will be allocated from for PY 2023/24 for improvements to the Multi-Sports Field Improvement Project. Carry Over: \$0 is anticipated carryover from PY 2023/24, however if any carryover remains on 6/30/2024 it shall remain in this project to continue funding improvements to this site. Improvements to 11.6 acres of undeveloped property to the north of the Heritage Center for the use of recreational activity and park space; such as the addition of an artificial turf lighted arena soccer field(s), all-weather surface multi-use court with a shade cover and other amenities. This area would benefit the City Operated Youth Center, serving as an area for outdoor activities.
	Target Date	6/30/2024

	Estimate the number and type of families that will benefit from the proposed activities	152,400
	Location Description	11.6 acres of undeveloped property to the north of the Heritage Center
	Planned Activities	Improvements or amenities such as artificial turf lighted arena soccer field(s), all-weather surface multi-use court with a shade cover and other amenities.
13	Project Name	Homeless Outreach Project (HOP)
	Target Area	Citywide
	Goals Supported	Homelessness
	Needs Addressed	Homeless Shelters and/or Services
	Funding	CDBG: \$4,000
	Description	Allocation amount not to exceed the sum of: \$4,000 granted it does not exceed the 15% public service cap. Carry Over: \$0 is anticipated carryover from PY 2023/24, however if any carryover remains on 6/30/2024 it shall be allocated to First Time Low Income Homebuyer Program. Contingency: These funds can be re-allocated to the youth center should a new site become available and the activity resumes operations.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	50
	Location Description	Citywide
	Planned Activities	The Homeless Outreach Project provides essential consumable items at the CCFCC drop-in center and during outreach events to those experiencing homelessness.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City has not established specific target areas to focus the investment of entitlement funds as it is citywide. As mentioned in the AP-05, Executive Summary, A map of eligible census blocks is included as part of the Executive Summary.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Not applicable. The City has not established specific target areas to focus the investment of entitlement funds as it is citywide.

Discussion

See above

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Although entitlement resources are limited, the City does anticipate expending a significant portion of its CDBG entitlement on the preservation and provision of affordable housing. A detailed discussion of how HUD entitlements will be used to support community and economic development needs within the City is provided in AP-35, with the number of households to be assisted itemized by goal.

One Year Goals for the Number of Households to be Supported	
Homeless	2
Non-Homeless	5
Special-Needs	0
Total	7

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	2
The Production of New Units	0
Rehab of Existing Units	4
Acquisition of Existing Units	1
Total	7

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Refer to discussion above.

AP-60 Public Housing – 91.220(h)

Introduction

The Housing Authority of Tulare County (HATC) was established in 1945 and is committed to providing rental housing assistance to LMI households, seniors, the disabled, and special-needs populations throughout the region. The agency administers various housing assistance programs, including the public housing program, housing choice voucher program, farm labor program, and senior housing program. HATC currently provides affordable and well-maintained rental housing to over 5,000 households countywide.

Additionally, HATC is a participant of HUD's Moving to Work (MTW) demonstration program, which grants participating public housing authorities (PHAs) the ability to test innovative approaches to delivering housing assistance to households in need. MTW is a HUD effort to build and support innovative programs that enhance the efficacy of PHAs. HATC has capitalized on the organizational and procedural flexibility it has gained through MTW to become a more efficient agency.

Actions planned during the next year to address the needs to public housing

HATC will continue to own and manage 111 units in the City of Porterville. According to HATC, there is no plan to purchase additional public housing units, nor is there a plan to remove any units from its inventory. In the Fiscal Year 2023-2024, HATC projects to invest a total of \$261,150 in Capital Fund improvements for its Public Housing Stock located in the City of Porterville. The noted expenditures will cover maintenance and rehabilitation in public-housing units within the City of Porterville. Capital Fund expenditures will cover a large range of projects, including tree trimming, carpets replacement, ranges, refrigerators, exterior and interior paint, countertops/cabinets, heaters, cement work, fencing as needed for all our sites in Porterville.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

HATC is proactive in the inclusion of public-housing residents in the policy making process. An equitable and transparent policy making process that includes the opinions of public housing residents is achieved through the participation of two tenant commissioners on the HATC Board. Furthermore, HATC has installed a Resident Counsel, which is made up of five residents from all of HUD funded programs (Multifamily Housing, LIHTC, HOME, Section 8 Housing Choice Vouchers and public-housing). The Resident Counsel works with HATC staff on evaluating the effectiveness and efficiency of HATC rental assistance programs. This provides members the opportunity to provide input on necessary program modifications.

A vital driving factor in the implementation of HATC programs is the promotion of tenant self-sufficiency. HATC views the goal of homeownership for program participants as one of the long term goals for all of our clients. HATC staff works with tenants to effectively provide them with the necessary resources to achieve homeownership and its Annual Re-Examination Notice provides public-housing participants with an extensive referral list that provides assistance with homeownership. This list includes programs managed by: CSET, City of Porterville, Habitat for Humanity, CalHFA, and Self Help Enterprises. HATC's program coordinator works with any interested public housing tenant in order to effectively inform them of all the different programs that are available to them. Effective collaboration between the agency and other public and nonprofit agencies is imperative to help promote homeownership

among all of its tenants.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable. Housing Authority of Tulare County is not a troubled PHA.

Discussion

Refer to the discussion above.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Porterville (City) is closely involved with the Kings/Tulare Homeless Alliance (KTHA), which serves as the local Continuum of Care on Homelessness (CoC). When possible, the City's programs designed to serve homeless persons are coordinated with KTHA.

There are several ongoing efforts that the City and KTHA are involved in as collaborative partners. These collaborations include:

- Monthly KTHA Membership Meetings
- Tulare County Task Force on Homelessness
- Emergency Shelter/Bridge Housing Project
- Local Initiatives Navigation Center (LINC)
- Annual Point in Time Count

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Targeted outreach efforts of unsheltered homeless persons are coordinated with KTHA Housing Navigators and the Kings View PATH Team. Teams canvas the city to conduct outreach to people experiencing homelessness. When an unsheltered person is identified, they are assessed and connected to services. Client information is included in the local Homeless Management Information System (HMIS) so that outreach teams can remain apprised of client status on the Coordinated Entry System (CES) housing priority list and other community referrals.

The Homeless Outreach Project (HOP) provides essential consumable items at the Central California Family Crisis Center's (CCFCC) drop-in center and during outreach events to those experiencing homelessness; and the City of Porterville's Police Department conducts street outreach and assists individuals experiencing homelessness by connecting them with services and housing resources, and providing crisis intervention. The team consists of a dedicated police officer and a crisis intervention specialist that works with local partners to provide the connection to services.

The City will also continue to support KTHA's outreach efforts to persons experiencing homelessness through the Local Initiative Navigation Center (LINC) events held at the Porterville Welcome Center. Weekly LINC events offer housing assessments, connections to mainstream benefits, support service providers, and access to other services on a scheduled basis such as vaccinations, haircuts, prescription eyeglasses, etc. The City will provide \$5,000 in FY 23/24 to the KTHA for public services related to LINC.

KTHA will continue to utilize its Landlord Relations Specialist (LRS) who is responsible for marketing homeless housing programs to new and existing landlords and property managers, with the goal of expanding the number of units available to households experiencing homelessness. This individual acts as a liaison between landlords, case managers, and clients decreasing the length of time people experiencing homelessness stay in unhoused situations. The LRS will work in the bi-county region with approximate

time divided based on Point in Time numbers. This position was created during the pandemic, and since her hire 10 households have located and moved into units as a result of the work of the LRS.

On an annual basis in January, KTHA conducts both a sheltered and unsheltered Point in Time (PIT) count. The one-day PIT survey provides a snapshot of the adults, children in households and unaccompanied youth living in the City of Porterville who meet HUD's definition of homelessness. Information gathered through the PIT is used to understand the causes and trends over time of homelessness, as well as to determine the unmet shelter and service needs of the homeless.

Addressing the emergency shelter and transitional housing needs of homeless persons

Although the City's CDBG funding is limited to public services for applicable programs, a high priority is given to the need of providing permanent support housing (PSH), emergency shelters and transitional housing, as well as, substance abuse treatment, case management, mental health care, life skills training, etc. through collaboration with the KTHA and its members. Being an active participant in the KTHA, the City plays an important part in the strategic planning for the organization and for applications for funding resources. The City continues to support the efforts of the KTHA and the operators of projects serving those experiencing homelessness such as the Central California Family Crisis Center, Turning Point of Central California, Tulare County Health & Human Services Agency, Westcare, Community Services and Employment Training (CSET), Uplift Families, and other such providers that either provide vouchers or adequate facilities to meet the emergency and transitional housing needs of the homeless and those threatened with homelessness.

The City of Porterville worked closely with Turning Point of Central California to acquire and rehabilitate a school site that now operates as a low-barrier navigation center. The project, Porterville Welcome Center, has 15 beds of low-barrier emergency shelter and 15 beds of low-barrier bridge housing. Since its opening in October 2020, the Porterville Welcome Center, connects with an average of 80 people each day. The City and Turning Point are currently considering an expansion of the center to add an additional 30 emergency shelter beds and additional day services for people experiencing homelessness.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Porterville supports and collaborates with local service providers, through the KTHA, to assist homeless individuals and families. KTHA develops funding priorities for the various funding sources that come through them as they serve as the local Continuum of Care on Homelessness. Funding priorities concentrate on supporting existing projects that support the Housing First model, Permanent Supportive Housing (PSH), Bridge Housing, Navigation Centers, Emergency Shelters, Housing Navigators and other programs that help individuals experiencing housing move from an unhoused situation to permanent housing.

Furthermore, the City continues their efforts of providing CDBG funds in the amount of \$15,000, to Family Services of Tulare County as matching funds, for case management (public services) to support permanent supportive housing. This project provides case management services to 5 households at any point in time, but is currently assisting 6 households.

In all Continuum and City-funded projects, persons experiencing homelessness are assessed for housing opportunities and are prioritized based on their acuity. Several projects focus on sub-populations such as youth ages 18-24, veterans, and/or chronic homelessness. All projects within the Continuum- emergency, transitional and permanent housing- include supportive services for their clients. Each project designs and implements supportive services based on their target population and partnerships leveraged within the community. The overarching goal of the supportive services offered is to link individuals and/or families with mainstream benefits and income support, education and employment services, as well as health and life skills services. These linkages are a critical component to assisting clients in self-sufficiency, reducing episodes of homelessness, and preventing recidivism.

Projects that serve these vulnerable subpopulations include:

CSET Permanent Supportive Housing and Rapid Rehousing, Family Services Permanent Supportive Housing, Turning Point and Tulare County HHSA provide PSH projects for chronically homeless individuals and families and/or families with children. The Veterans' Administration, in conjunction with the Housing Authority of Tulare County, operates the Veterans Affairs Supportive Housing (VASH) project and Westcare operates the Supportive Services for Veteran Families (SSVF) project that serves eligible veterans and their families. Uplift Families operates a Transitional Housing project for transitioning age youth.

In mid-2021, Tulare County Health & Human Services Agency formed a Homeless Multidisciplinary Team (MDT) to work across all jurisdictions and communities in our county. The intent of the team is to work with city administration and departments such as Parks, Public Works, and first responders such as law enforcement, to help engage with individuals experiencing homelessness and help address the applicable needs and supportive services this population needs to be successful. The team includes representatives from Human Services, Mental Health as well as Alcohol and Other Drug services, and Public Health. The MDT partners with programs such as the Porterville Welcome Center, Family Services, the Kings Tulare Homeless Alliance, Salt + Light Works, Kaweah Street Medicine, and numerous other partners to help provide linkage and engagement in robust services.

The MDT has deployed in support of the Porterville Police Department's Special Methods and Resources Team (SMART) to help engage and offer services to the encampments along the Tule River as well as encampments in other regions of the city. Furthermore, the MDT engages with the Task Force on Homelessness to assist jurisdictions in aiding the homeless members of their communities. These efforts include programs such as the former Project Roomkey, which provided temporary shelter during the pandemic and now Project Homekey, which provides PSH, supportive services at the Welcome Center, the annual Point-in-Time count, and similar activities. City administration and the MDT have also partnered to explore funding opportunities such as California's Encampment Resolution Fund.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly

funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

An important component of prevention/diversion is assisting households with income supports and connections to mainstream benefits. Tulare County Health and Human Services Agency (HHSA) has an SSI Advocacy Unit that focuses on increasing access to SSI and other mainstream benefits. Additionally, the Housing Disability Advocacy Program (HDAP), operated through HHSA, focuses on assisting people with disabling conditions with housing and case management while they are processing their SSI claim.

The SSI/SSDI Outreach, Access and Recovery (SOAR) model is designed to increase access to SSI/SSDI for eligible homeless adults who are and have a mental illness and/or a co-occurring substance use disorder. Staff from all CoC-funded agencies is required to assist clients in obtaining these mainstream benefits. Participation by these agencies provides an efficacious method of assisting households who may otherwise pursue homelessness assistance.

HHSA has also formed an Integrated Services team that is supported by Community Health Workers (CHWs) to identify individuals in need of assistance and link with services and supports including entitlement benefits such as Medi-Cal. This team is focused on expanding access to care during transitions from institutional settings through California Advancing and Innovating Medi-Cal (CalAIM) efforts. Integrated Services works closely with the Managed Care Plans (such as Anthem and Health Net), jurisdictions through initiatives including the Homeless MDT, the Tulare County Task Force on Homelessness, and numerous community partners.

Fair Housing Education is provided in partnership with Community Services Employment Training (CSET) as a sub-recipient to conduct outreach and education pertinent to California and Federal Fair Housing laws and best practices to the public at large within the City of Porterville; providing assistance to people who are being or at risk of eviction when fair housing issues are present, allowing them to remain in their homes.

Discussion

Please refer to the above discussion.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Government policies can cause constraints on Affordable Housing and residential investment. Zoning, site improvement requirements, fees, and exactions, as well as permit fees and procedures, are discussed as barriers to affordable housing. These are identified in the Porterville's 2015 - 2023 housing element as follows:

1. Land use controls (e.g., zoning) - The City maintains an official Zoning Map that outlines areas where residential uses can be developed. The Development Ordinance defines how those residential uses can be developed. While the intent of zoning standards is to maintain order in the manner in which the city is planned, zoning also sometimes creates limitations in terms of size, height, and locations where affordable units are built. Porterville has made significant strides in the last 20 years to reduce limitations to affordable housing that might be a result of zoning restrictions. The City has adopted ordinances that encourage residential development and increased densities while maintaining requirements that ensure a higher quality of life for the residents of such developments. Porterville's ordinances accommodate reduced lot sizes, allow multi-family residential in three of the five residential zone districts, and have no restriction on the size of households. Additionally, the City frequently encourages the development community to incorporate affordable units into their projects to qualify for a density bonus, and the additional concessions and/or incentives available for affordable housing. The City continues to evaluate and assess opportunities to reduce impediments to development of affordable housing in this community. One such example currently being reviewed is further reduction of parking requirements for multi-family residential uses, and consideration of parcels without street frontage.

2. Fees and exactions - Every development and infrastructure project including housing, require fees and permits from the City. This includes but is not limited to permit issuance fees, development impact fees, engineering and public works fees, and subdivision processing fees. These may increase the construction and/or rehabilitation costs of housing making it increasingly difficult to have a substantial inventory of affordable housing units. It is more expensive to develop multi-family units at an approximated cost of \$60,000 in fees compared to single family units at \$16,500 in development fees.

3. Permit processing procedures - The processing procedures can have long time frames which in turn, increases development costs. The City implements a multi-agency approach to check compliance within the process with fire, police, planning, building inspectors and city engineers in an attempt to streamline the permitting process.

4. Off Street Parking Standards - Parking is highlighted as a barrier to affordable housing in the City's 23/24 Annual Action Plan. The cost to build parking for affordable units can exponentially increase development costs, as well as potentially decrease the number of units built if parking is surface level. Development Ordinance Section 304.04 states that Porterville City Council has power to reduce parking requirements for multi-family developments if a developer can show that the project will not generate a need for as much parking when compared to a project designed for the general market.

5. AB 1482 - Expands rent control to cover units built over 15 years ago and places an annual cap on rent to 5% plus inflation. AB 1482 was signed on 10/8/19, effective 1/1/20; unintentionally causing a surge of eviction notices and large increase in rent towards tenants, specifically for low- income households.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning

ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City will continue to assess both its General Plan policies and Zoning Ordinance to assure the process of developing housing for low and moderate-income households are made more accessible. The Housing Element highlights as one of its action plan goals to reduce governmental constraints to the development, improvement, and preservation of housing, particularly to affordable housing for low and moderate-income households. To reach this goal, Porterville has made sure that it is complying with second unit laws.

The City of Porterville has initiated a comprehensive update to City's Development Code. The last completed update took place in 2013. Since then, the State has passed a number of bills impacting local procedures and development standards. Goals of the update are to create a more user-friendly document, streamline project review, and eliminate inconsistency in the regulations. The update will also ensure the City's regulations are consistent with State Law.

Additionally, Porterville's Development Ordinance addresses the following:

- Minimum lot sizes and densities consistent with the Plan's land use classifications;
- Development standards that permit townhouses and zero-lot-line attached or detached single-family dwellings on sites designated for low-medium, medium, or medium-high densities;
- Development standards that allow second units, small family daycares, and residential care homes in neighborhoods in accordance with State law;
- Sustainable design standards that will achieve compact, walkable neighborhoods and provide an interconnected network of local streets;
- Provisions for emergency shelters, transitional housing, supportive housing, and residential care facilities for six or fewer persons;
- Provisions for Single-Room Occupancy units; and
- Provisions for farmworker housing.

The City's 2015-2023 Housing Element also recognizes other actions to be taken to preserve and develop more affordable housing in the region. This includes the use of land use designation and zoning to assure the City meets its RHNA need, and push for an increase in mixed-use and infill development.

First Time Low Income Home Buyers Assistance Program- Porterville's First Time Low Income Home Buyers Assistance Program is used to help low-income households purchase their first homes by providing government assistance with down payments, gap financing and/or closing costs on their home. This is one approach to alleviate the number of residents in need of affordable housing rental units, allowing them to have their own place to call home. The City of Porterville plans to continue this program with past entitlement and prior PI funds in the next year. Additionally, the City has applied for and has been awarded HOME grants funds and applied for CalHOME funds to further assist in this regard.

Governmental barriers to producing housing are minimal; land use regulations, expedited permit processing, and low development fees push for the construction of lower-cost housing units when compared to other Central Valley Communities. A further discussion can be read below:

- Residential Density - Porterville allows for residential densities up to 30 dwelling units per acre.
- Zoning and Parking Standards - These standards are not highly stringent, so the minimum single family lot size is enough to persuade developers to build single family units for LMI first time home buyers. The majority of residential zones allow for alternative housing types such as mobile

homes, group homes and secondary dwelling units.

Discussion:

Please see above.

AP-85 Other Actions – 91.220(k)

Introduction:

This section discusses the City's efforts in addressing the underserved needs, expanding and preserving affordable housing, reducing lead-based paint hazards, and developing institutional structure for delivering housing and community development activities.

Actions planned to address obstacles to meeting underserved needs

Please see activities in AP-35 to address the housing and community development needs in the City. Also, please see AP-75 regarding potential actions to address barriers to meet the City's affordable housing needs.

Actions planned to foster and maintain affordable housing

Please see AP-15 for actual and potential housing resources available, and AP-35 for activities that will be funded to address the housing and community development needs in the City. Also, please see AP-75 regarding potential actions to address barriers to meet the City's affordable housing needs.

Actions planned to reduce lead-based paint hazards

At this time, the City of Porterville does not directly oversee a lead based paint (LBP) eradication program, unless it is in partnership with CDBG, HOME, or CalHome funded owner occupied housing rehabilitation projects.

All properties undergoing rehabilitation or acquired for affordable housing are inspected for LBP. No federally funded rehabilitation is allowed to occur without due screening for LBP hazards. The City conducts visual assessment, paint testing or risk assessment on all of its projects. Lead hazard reduction activities include paint stabilization, interim controls, standard treatments, lead abatement, safe work practices and clearance to confirm that no LPB hazards remain when work is complete.

Actions planned to reduce the number of poverty-level families

The City continues to confront and alleviate the number of poverty-level families in the coming years. One goal to address that need will be implemented through economic development:

- Expand economic development and employment opportunity programs.

Furthermore, the City has recognized areas that must be addressed to achieve long-term economic prosperity, including the following:

- Ensuring that land within the City is "shovel ready" and available for development.
- Educating and training the City's workforce to continue to fill any new jobs that may be coming into the City.

The City of Porterville will keep working with HATC to ensure adequate amounts of Section 8 Vouchers and other public housing opportunities are available to meet the demand of the City's LMI population. Also, the City will work closely with the Tulare County Economic Development Corporation, Tule River Economic Development, CSET, Proteus, and Workforce Investment Board (WIB), to facilitate and enhance economic workforce development opportunities in the City. Additionally, the Community Development Department staff will continue to work closely with the Economic Development Division to administer the CDBG funded Business Assistance Program, which includes CDBG CARES Act (CDBG-CV) funding to help for-profit and non-profit businesses in response to the impacts of COVID-19 and provide operational

support to non-profits.

The City will continue to work closely with and in support of the community service providers in meeting the special needs of its homeless and low- and moderate-income populations. Further, the City will continue to evaluate its delivery system and those of the agencies it works with to see if improvements can be made. The City anticipates that at least one household will qualify for the purchase of a home under the City's First Time Low-Income Homebuyer Program funded with CDBG, HOME, or CalHome funds.

Actions planned to develop institutional structure

The City will continue to work closely with, and in support of, the community service providers in meeting the special needs of its homeless and LMI populations. The City will continue to participate in the Kings/Tulare Homeless Alliance to ensure coordination and implementation of strategic plans.

The Kings/Tulare Homeless Alliance (KTHA) is made up of a group of advocates, public agencies, homeless individuals and service providers with the purpose of confronting the needs of the homeless population within the Kings and Tulare County regions. Furthermore, in adherence with the institutional delivery system, the City financially supports the Alliance which is recognized as a 501(c)(3) organization of partners. KTHA also implemented a coordinated entry and assessment system called Every Door Open, to serve both counties. The system's purpose is to help at risk or current homeless people by prioritizing the most vulnerable homeless people, including the chronically homeless, veterans, families with children and unaccompanied minors obtain necessary services.

Actions planned to enhance coordination between public and private housing and social service agencies

As already discussed above, the City will continue to participate in KTHA, working with public, private and social service agencies to help homeless people. The City plans to continue working with organizations such as the Salvation Army, Red Cross, the PAAR Center, Central California Family Crisis Center, and Turning Point of Central California, which oversees the Porterville Welcome Center, to provide enough services and need to meet emergency and transitional housing needs of homeless and those vulnerable to homelessness.

The City will also continue to work with the HATC to support the maintenance of adequate Section 8 Vouchers and other public housing within the City in proportion to the City's LMI population. The City of Porterville will also be working closely with the Tulare County Economic Development Corporation, Tule River Economic Development, CSET, Proteus, and Workforce Investment Board (WIB), to facilitate and enhance economic workforce development opportunities in the City.

Additionally, Community Development Department staff will continue to work closely with the Economic Development Division to administer the CDBG funded Large and Small Business Assistance Programs, Micro Enterprise Program, and CDBG-CV funded programs to help for-profit and non-profit businesses in response to the impacts of COVID-19. The City will continue to work closely with, and in support of, the community service providers in meeting the special needs of its homeless and low- and moderate-income populations. Further, the City will continue to evaluate its delivery system and those of the agencies it works with to see if improvements can be made.

Discussion:

Please see discussion above.

Program Specific Requirements
AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

AP-35 describes how current and new PI will be allocated.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Discussion:

AP-35 describes how current and new PI will be allocated.

APPENDIX 1: Citizen Participation

(This will be finalized after plan is approved by City Council)

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Citizen Participation Plan

Revised January, 2023

Introduction

The City of Porterville (City) is a federal entitlement jurisdiction that receives federal grant funding from the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) program.

As an entitlement jurisdiction, the City is required to prepare:

- A Five Year Consolidated Plan (Consolidated Plan) that includes a Citizen Participation Plan (CPP)
- An annual Action Plan (Action Plan)
- An annual Consolidated Annual Performance Evaluation Report (CAPER)

Under HUD's Code of Final Regulations for the Consolidated Plan (24 CFR Part 91 Sec. 91.105), the City must adopt a Citizen Participation Plan that sets forth the City's policies and procedures for citizen participation in the planning, execution, and evaluation of the Consolidated Plan, Action Plans, and CAPER. This CPP provides guidelines for the City to provide and encourage public participation by residents, community stakeholders, and grant beneficiaries in the process of drafting, implementing, and evaluating the Consolidated Plan and related documents. The citizen participation process includes outreach, public hearings, community forums, and opportunities for comment.

Definitions

- **Action Plan (Action Plan):** The Action Plan summarizes the activities that will be undertaken in the upcoming Fiscal Year (FY) to meet the goals outlined in the Consolidated Plan. The Action Plan also identifies the federal and non-federal resources that will be used to meet the goals of the approved Consolidated Plan.
- **Citizen Participation Plan (CPP):** The CPP provides guidelines by which the City will promote engagement in the planning, implementation, and evaluation of the distribution of federal funds as outlined in the Consolidated Plan, Action Plan, and CAPERs.
- **Community Development Block Grant (CDBG):** HUD's CDBG program provides communities with resources to address a wide range of housing and community development needs that benefit very low and low income persons and areas.
- **Consolidated Annual Performance Evaluation Report (CAPER):** The CAPER assesses the City's annual achievements relative to the goals in the Consolidated Plan and proposed activities in the Action Plan. HUD requires the City to prepare a CAPER at the end of each fiscal year.
- **Department of Housing and Urban Development (HUD):** HUD is the federal government agency that creates and manages programs pertaining to federal home ownership, affordable housing, fair housing, homelessness, and community and housing development.

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- **Displacement:** Displacement refers to the involuntary relocation of individuals from their residences due to housing development and rehabilitation activities paid for by federal funds.
- **Eligible Activity:** Activities that are allowable uses of the CDBG funds covered by the CPP as defined in the Code of Federal Regulations Title 24 for HUD.
- **Entitlement Jurisdiction:** A city with a population of at least 50,000, a central city of a metropolitan area, or a qualified urban county with a population of at least 200,000 that receives grant funding from HUD.
- **Five Year Consolidated Plan (Consolidated Plan):** HUD requires entitlement jurisdictions to prepare a Consolidated Plan every five years. The Consolidated Plan is a strategic plan that identifies housing, economic, and community development needs and prioritizes funding to address those needs over a five-year period.
- **Low and Moderate Income (LMI):** As defined annually by HUD, Low and Moderate Income (LMI) is 0-80 percent of area median family income (AMI) for a jurisdiction, with adjustments for smaller or larger families. This includes those individuals presumed by HUD to be principally LMI (abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with AIDS and migrant farm workers). HUD utilizes three income levels to define LMI households:
 - Extremely low income: Households earning 30 percent or less than the AMI (subject to specified adjustments for areas with unusually high or low incomes)
 - Very low income: Households earning 50 percent or less than the AMI (subject to specified adjustments for areas with unusually high or low incomes)
 - Low and moderate income: Households earning 80 percent or less than the AMI (subject to adjustments for areas with unusually high or low incomes or housing costs)
- **Public Hearing:** Public hearings are designed to provide the public the opportunity to make public testimony and comment. Public hearings related to the Consolidated Plan are to be advertised in local newspapers and made accessible to non-English speakers and individuals with disabilities.
- **Substantial Amendments:** Amendments are considered “Substantial” whenever one of the following is proposed:
 - A change in the allocation priorities or a change in the method of fund distribution
 - A substantial change which increases or decreases the amount allocated to a category of funding within the City’s entitlement grant programs by 25 percent

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- To implement an activity using CDBG funds for new programs that were not described in the Consolidated Plan
- To change the purpose or intended beneficiaries of an activity approved for CDBG funding, e.g., instead of primarily benefitting lower income households the activity instead proposes to benefit mostly moderate income households

Roles, Responsibilities, and Contact Information

The City is a federal entitlement jurisdiction and is a recipient of grant funding from the federal government.

The City's Charter established a council and manager form of government. Porterville's City Council is the elected legislative body of the City and is responsible for approving its Consolidated Plan, Action Plans, Substantial Amendments, and CAPERs prior to their submission to HUD.

It is the intent of the City to provide for and encourage citizen participation, with particular emphasis on participation by lower income persons who are beneficiaries of, or impacted by, entitlement-funded activities. The City encourages participation in all stages of the Consolidated Planning process by all residents, including minorities and non-English speaking persons, as well as persons with mobility, visual or hearing impairments, residents of assisted housing developments, and recipients of tenant-based assistance.

In general, hearings will be held at City Hall due to its central location, convenient access, and disability accessibility. Translation services will be provided when there is an indication that non-English speaking persons will be attending. Other reasonable accommodations will be provided on a case-by-case basis.

The General Contact Information for the City's HUD Entitlement Programs is:

Jason Ridenour
Community Development Director
jridenour@ci.porterville.ca.us
291 N. Main Street
Porterville, CA 93257

Citizen Participation Policies

Public Hearings

The City will hold public hearings for Consolidated Plans, Annual Action Plans, CAPERs, amendments made to the CPP, and Substantial Amendments.

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The Consolidated Plans, Annual Action Plans, CPP amendments, and Substantial Amendments require two public hearings. One required hearing is a City-staffed community meeting and one required hearing is before City Council for document adoption. The CAPER requires one hearing before City Council for document adoption.

Community hearings will be held in a community space with consideration for the convenience to beneficiaries of the entitlement program resources.

The City Council public hearings will be held at City Hall Council Chambers located at 291 N. Main Street, Porterville, CA 93257. Listening devices, interpretation services, and other assistance to disabled persons or those with limited English proficiency will be provided upon request, ranging up to five business days prior notification to the City Clerk. Requests for disability-related modifications or accommodations required to facilitate meeting participation, including requests for auxiliary aids, services or interpreters, require different lead times, ranging up to five business days. For this reason, it is important to provide as much advance notice as possible to ensure availability. Assistive Listening Devices (ALDs) are available upon request.

Waivers and Flexibility in Response to Pandemic (if applicable)

Legislation aimed at providing relief for individuals and businesses that have been negatively impacted by a pandemic outbreak or public health crisis, such as the Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Public Law 116-136), can provide CDBG Entitlement Jurisdictions with flexibilities that make it easier to use CDBG grants by authorizing HUD to grant waivers and alternative public hearing requirements with virtual public hearings if: 1) national/local health authorities recommend social distancing and limiting public gatherings for public health reasons; and 2) virtual hearings provide reasonable notification and access for citizens in accordance with the City's certifications, timely responses from local officials to all citizen questions and issues, and public access to all questions and responses. For any CDBG funds that are used in order to prevent, prepare for, and respond to a pandemic or public health crisis, expedited procedures could be implemented which include notice and reasonable opportunity to comment of no less than five (5) days. The five (5) day period can run concurrently for comments on the action plan amendment and, amended citizen participation plans.

Additionally, CDBG funds that are used in order to prevent, prepare for and respond to a pandemic like the Coronavirus, covered by laws such as CARES Act referenced above, the draft and final documents may only be available online at the City's website. At the discretion of the City Manager, City Staff will recommend program activities, funding and program modifications for submittal to the City Council without consultation of the Citizens' Advisory and Housing Opportunity Committee. In this case, the City Manager would have deemed the expeditious completion of these tasks as essential to public safety, health or economy, to prevent, prepare for or respond to the Coronavirus.

Waivers may be granted to CPD Grantees, such as the City of Porterville, with regards to its regulatory Citizen Participation Plan (CPP) requirements specifically required under Citation 24 CFR 91.105(c)(2)

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and (k) and could consist of: 1) an immediate reduction in the required 30-day comment period to no less than five (5) days, with the requirement to provide reasonable notice and opportunity for citizens to comment on substantial amendments concerning the proposed uses of CDBG funds; and 2) a waiver regarding “reasonable notice and opportunity to comment” requirements of the CPP, to allow a grantee to determine what constitutes reasonable notice and opportunity to comment.

Should waivers and flexibilities be granted by legislation as described above, the City of Porterville intends to implement said waivers and flexibilities as it pertains to this CPP.

Accordingly, the City of Porterville plans to vary from its Adopted CPP and will instead follow the below reasonable notice and public comment procedures:

- Public notices will be published in the “Public Notices” sections of the *Porterville Recorder* and in Spanish in the *Noticiero Semanal* publications approximately 5 days before a scheduled meeting to decide on any required actions related to the City’s HUD Plans.
- The Public notices will note the specific comment period and the meeting date on which the item(s) will be reviewed and action taken.
- Proposed amendments to Plans will be made available for viewing from our website: <http://www.ci.porterville.ca.us/>
- Members of the public may submit comments during the five-day comment period specified in the section above via: 1) by email to housing@ci.porterville.ca.us, or, 2) by calling (559) 782-7460.
- Comments received may be read or received at the scheduled City Council meeting.
- The virtual meetings, if held during a scheduled City Council meeting, will be streamed via **the City’s YouTube channel** <https://www.youtube.com/channel/UC5KuhSrNMNL9nwHJVtnJvvA> and available for participation via a Zoom link to be provided on the posted agenda. Otherwise, the links to access the virtual public hearings outside a regularly scheduled City Council meeting will be available on the City’s website.

Notice of Hearings and Review Periods

To allow the public time to provide comments prior to the submission of approved documents to HUD, the City will hold a minimum 30-day public review and comment period for the Consolidated Plan, Action Plan, and Substantial Amendment. The City will establish a public review period of at least 15 days for each CAPER and amendments to the CPP. Copies of the draft plans will be available to the public at the Community Development Department, 291 N. Main Street, Porterville, CA 93257.

The City will place public notices at City Hall (291 N. Main Street) and online through the City’s website (www.ci.porterville.ca.us), and through advertisement in a local newspaper of general circulation in advance of a public review and comment period.

To ensure that the public, including minorities, persons with limited English proficiency, persons with disabilities, residents of public housing, and LMI residents are able to participate in the public review

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process, the City will provide residents, public agencies, and other stakeholders with notices on applicable public review periods and public hearings that adhere to the following:

- The notices will be published prior to the start of the public comment period and at least fifteen (15) days before the final public hearing and will include information regarding how to request accommodation and services available for persons with disabilities who wish to attend the public hearings.
- The notices will be distributed to persons and agencies on the contact list maintained by the City for those parties expressing interest in receiving information and updates related to the City's Consolidated Plan, Action Plan, CAPER, Substantial Amendments and CPP. Interested parties may request to be added to this contact list by sending an email to housing@ci.porterville.ca.us, by calling (559) 782-7460 or by writing to the Community Development Department, 291 N. Main Street, Porterville, CA 93257.
- The notices will be distributed through a variety of methods, including e-mail, newspaper publications and the City's website at www.ci.porterville.ca.us. The notices will include information on how to obtain a copy of the draft documents and scheduled hearing dates, times, and locations.
- As directed by HUD through written guidelines, and deemed necessary due to the risk of the safety, health or economy of the city, expedited procedures will be implemented which include notice and reasonable opportunity to comment of no less than five (5) days. The five (5) day period can run concurrently for comments on the action plan amendment and, amended citizen participation plans.

The public may file comments on draft plans in writing to the Community Development Department, 291 N. Main Street, Porterville, CA 93257; via email to Jason Ridenour at jridenour@ci.porterville.ca.us; or by phone at (559) 782-7460. Comments may also be submitted in person at the Community Development Department, 291 N. Main Street, Porterville, CA 93257, Monday through Friday during business hours, and during the Council adoption hearing.

When necessary or applicable, the City may combine notices complying with several individual requirements into one comprehensive notice for dissemination and publication.

Comments/Complaints on Adopted Plans

Comments or complaints from residents, public agencies, and other stakeholders regarding the adopted Consolidated Plan or related amendments and performance reports may be submitted in writing or verbally to the General Contact at the Community Development Department, 291 N. Main Street, Porterville, CA 93257. Written comments or complaints will be referred to appropriate City staff for consideration and response. The City will attempt to respond to all comments or complaints within fifteen (15) business days and maintain a correspondence file for this purpose.

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Availability of Draft and Approved Documents

The draft and final versions of the Consolidated Plan, Action Plan, CAPER, all related amendments, records, and regulations will be available online at the City's website: www.ci.porterville.ca.us. Hard copies of all documents will be available at the Community Development Department, 291 N. Main Street, Porterville, CA 93257 and upon written request. If the City is unable to provide immediate access to the documents requested, it will make every effort to provide the documents and reports within 15 business days from the receipt of the request.

During the public review and comment period, copies of the document will be available to the public for review at City Hall (291 N. Main Street) and through the City's website at www.ci.porterville.ca.us.

In the event of a public health crisis, the aforementioned documents will only be available online at the City's website.

Displacement Policy

As part of the CPP, the City must maintain a displacement policy. Displacement refers to the involuntary relocation of individuals from their residence due to housing development and rehabilitation paid for with federal funds. The City will continue to use existing federal and state relocation guidelines, as applicable, to minimize displacement and to alleviate the problems caused by displacement. Both the federal government and the State of California have specific requirements dictating the amount of benefits and assistance that must be provided to lower income persons and households relocated from their homes as a result of displacement. Depending on the funding source, displaced persons may be offered one or more of the following:

- A rent subsidy for another unit
- A cash payment to be used for rent or a down payment on the purchase of a dwelling unit
- Moving and related expenses

The City's rehabilitation programs may also incur relocation issues when they provide minor additions to existing dwellings in order to address overcrowding. Any temporary relocation costs are included in the rehabilitation loan package offered to clients.

Technical Assistance

The City will, to the extent feasible, respond to requests for technical assistance from entities representing LMI groups who are seeking federal entitlement funding in accordance with grant procedures. This may include, but is not limited to, providing information regarding how to fill out applications, other potential funding sources, and referrals to appropriate agencies within and outside the City. "Technical assistance," as used here, does not include the provision of funds to the entities requesting such assistance. Assistance will also be provided by Community Development Department staff to interested individuals and resident groups who need further explanation on the background

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and intent of the Housing and Community Development Act, interpretation of specific HUD regulations, and project eligibility criteria for federal grants.

This plan describes how the City of Porterville will involve citizens in the planning, implementation, and assessment of the Community Development Block Grant (CDBG) and Home Investment Partnership Act (HOME) Programs. The funds must be used for projects which benefit low- and moderate-income persons and/or aid in the elimination or prevention of slum and blight. These programs are intended to assist cities in undertaking neighborhood improvement, economic development, and homeowner assistance programs. Program regulations give ultimate responsibility for the design and implementation of the program to local elected officials, and also require that citizens be given an opportunity to serve in a key advisory role to these elected officials.

ADVISORY COMMITTEE

To ensure that Porterville residents are given a full opportunity to participate in the Program, a Citizens' Advisory Committee was established in 1981 to function in an advisory capacity to the Mayor and Council regarding program design, implementation, and assessment. This Committee consists of seven (7) residents of the City, appointed annually by the City Council. Citizens and civic organizations have been urged to make recommendations on allocation of the City's multi-purpose Community Development Block Grant since 1981/82. The Committee has provided direction in establishing the Housing Rehabilitation Loan Program (HRLP), and other worthwhile projects under CDBG Entitlement Cities and Home Programs which have benefitted low- and moderate-income households within the city of Porterville. In addition to the HRLP, the Committee has recommended the establishment of several revolving loan funds since 1982, including the Sewer and Water Connection Fund, the Public Utilities Revolving Loan Fund (merged in 2012 with HRLP), the First Time Low-Income Homebuyer Program and the Business Assistance Program. The Committee has also recommended the allocation of funds toward remodeling the Santa Fe Plaza Senior Citizens Center, and inventory of Industrial Land Resources, the Low-Income Residential Smoke Detector Installation Program, and the Porterville Enterprise Zone Area Infrastructure Improvement Program, the rehabilitation of the Porterville and Glenwood Hotels, the opening of the Porterville Youth Center, and four targeted Curb, Gutter Sidewalk, and Street Light, Neighborhood Improvement Projects, Lime Street Park Improvement Project, and Santa Fe Facility Improvement Project. In addition, the Committee has supported the establishment of economic development programs and public improvement activities such as the completion of the Heritage Center with Section 108 Loan Guarantee funds. Several years ago, the Committee recommended the establishment of the Homebuyer Education Program and the Murry Park Improvement Project. An expansion to the Park Improvement Program was approved in 2010 to include the Lime Street Neighborhood Park and in 2013, the Extension of Murry Park was included and is currently underway. In 2021, the Committee recommended the allocation of funds toward a Fair Housing education program and the development of a multi-sport fields.

The City has taken steps to secure the services of concerned individuals to form the Advisory Committee for the purposes of program model design, implementation, assessment, and development of the Community Development Block Grant Program under the Entitlement Cities criteria. The City places particular emphasis on obtaining representation of low- and moderate-income

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persons residing in slum and blight areas, members of minority groups, the elderly and persons with disabilities, and residents of areas where use of funds are proposed. In continuing its efforts to serve the needs of the public, the City Council has expanded the role of the Committee to incorporate efforts to expand housing opportunities, thereby changing the name to the Citizens' Advisory and Housing Opportunity Committee.

At the discretion of the City Manager, City Staff will recommend program activities, funding and program modifications for submittal to the council without consultation of the Advisory Committee. In this case, the City Manager would have deemed the expeditious completion of these tasks as essential to public safety, health or economy.

SCOPE OF CITIZEN PARTICIPATION

Citizens will be involved in all stages of the Community Development Block Grant Program, including the development of the consolidated plan, inclusive of the annual action plan, substantial amendments to the plan, program implementation, assessment of performance, and design of the citizen participation plan. Mechanisms for the citizen involvement include: The Citizens' Advisory and Housing Opportunity Committee, public hearings and ad hoc community meetings, individual citizen efforts in the form of comments, complaints, or inquiries submitted directly to Marth A. Flores, Porterville Mayor and/or Community Development Department, located in City Hall, 291 N. Main Street, or by telephone, (559) 782-7460.

Public Hearings

At least two (2) public hearings, open to the entire community, will be held annually. The hearings will provide an opportunity for citizens to identify community development needs, propose projects, and assist in the development of an overall strategy for Porterville. The hearings will also be used to solicit comments on the citizen participation plan more sensitive to local needs and realign the plan with changes in Federal regulations, and to review the HUD annual community assessment, if available. The hearings are typically held in February or March and April or May of each program year.

Consolidated Plan

Participation in the development of the consolidated plan, inclusive of the annual action plan, will occur as follows: at least one (1) public hearing will be held before the proposed consolidated plan is published for comment. Before the City adopts a consolidated plan, the City will make available to citizens, public agencies, and other interested parties information that includes the amount of assistance the jurisdiction expects to receive and the range of activities that may be undertaken, including the amount that will benefit persons of very low and low income.

The City will ensure that plans will be available to minimize the displacement of persons and to assist any persons displaced according to Federal regulation standards.

A summary of the proposed use of CDBG funds and, will be made available in Spanish, the predominate non-English language spoken in Porterville, at all public hearings.

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Advisory Committee proposals and comments, with regard to development of the consolidated plan, will be obtained at Committee meetings or hearings scheduled either at the request of Committee members or program officials. The public is invited to attend these meetings.

The public will be notified of the period, not less than thirty (30) days (or five (5) days as applicable), in which to receive comments from citizens on the consolidated plan. Any comments or views of citizens received in writing or orally at the public meetings will be considered. A summary of these comments or views, and a summary of any comments or views not accepted, and the reasons therefore, will be attached to the final consolidated plan.

Amendments

In the case of proposed substantial amendments to the consolidated plan, the City shall provide reasonable notice and an opportunity to comment on substantial amendments. The public will be notified of the period, not less than thirty (30) days (or five (5) days as applicable), in which to receive comments on the substantial amendments before the amendment is implemented. The meetings regarding the proposed amendments are not required to be public hearings, but will be open to the public to attend. The City will consider any comments or views of citizens received in writing, or orally, at public hearings, if any, in preparing the substantial amendment of the consolidated plan. A summary of these comments or views, and a summary of any comments or views not accepted, and the reasons therefore, will be attached to the substantial amendment of the consolidated plan.

Amendments to the plan will be necessary whenever one of the following decisions is made:

- 1) To make a substantial change in the allocation priorities or a substantial change in the method of distribution of funds;
- 2) To carry out an activity using funds from any program covered by the consolidated plan (including program income) not previously described in the consolidated plan; or
- 3) To substantially change the purpose, scope, location, or beneficiaries of an activity.

Performance Report

Reasonable notice and an opportunity to comment on performance reports will be given to the public. The public will be notified of the period, not less than fifteen (15) days, in which to receive comments from citizens on the performance report that is to be submitted to HUD before its submission. Any comments or views of citizens received in writing or orally at public meetings will be considered, and a summary of the comments and views will be attached to the performance report.

Citizen Participation Plan

The Annual Action Plan includes noticing and public hearings. All meetings and hearings are publicized in accordance with applicable HUD, state and local regulations. Specifically, the Action Plan includes community meetings, public noticing for 30 days (or 5 days as applicable), and a public hearing. The

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City will provide citizens a reasonable opportunity to comment on amendments or revisions to the citizen participation plan and will make the plan public.

Other Method of Participation

Informal, individual contact with citizens, initiated either by citizens or program officials, will also provide input to the consolidated plan. For example, an individual may contact the Community Development Department at (559) 782-7460 to request consideration of a special project; or program officials may seek the opinion of local business persons as to the need for commercial revitalization.

Program officials will also be available to advise citizens of the procedures for filing objections to the consolidated plan with the U.S. Department of Housing and Urban Development Area Office. Citizen participation in program implementation will occur primarily through consultation with the Citizens' Advisory and Housing Opportunity Committee. Citizens will be asked to review and comment on specific strategies for approved projects. They will also meet to review any substantial program amendments. All such changes will be discussed with the committee and their comments considered prior to the City taking final action. These meetings will be held on an as-needed basis.

Program assessment activities by citizens will occur in a variety of ways. Citizens will have the opportunity to comment on the City's performance for the prior program year during the public hearings for the consolidated and action plan adoption. The public will also be notified of the public comment period for the annual performance report before its submission to HUD.

The Citizens' Advisory and Housing Opportunity Committee shall function as a forum for public participation in the City's efforts to affirmatively further fair housing. Prior to the submission of the consolidated plan, the Committee shall discuss and recommend for Council adoption suggested methods of furthering fair housing. As part of the orientation to the program offered at the public hearing, citizens will be invited to submit comments on all aspects of the program performance throughout the program year.

Public comments or complaints regarding the consolidated plan, substantial amendments to the Plan, the Performance Report, or the Citizen Participation Plan should be submitted in writing to the Community Development Director, City of Porterville, 291 N. Main Street, Porterville CA 93257. If a public hearing is held, comments should be submitted within fifteen (15) working days from the date of the public hearing. A timely, substantive written response will be provided by the City within fifteen (15) working days. If the response is unsatisfactory, correspondence may then be addressed directly to: Martha A. Flores, Mayor, City of Porterville, 291 N. Main Street, Porterville, CA 93257. Ms. Flores shall respond within fifteen (15) working days. If the citizen is still dissatisfied, he/she should write to the U.S. Department of Housing and Urban Development Area Office, 1 Sansome Street, Suite 1200, San Francisco, CA 94104, requesting an investigation of the issue. Program staff will also be available during normal business hours to respond to citizen inquiries.

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TECHNICAL ASSISTANCE

Citizen organizations, non-profit organizations, and groups of low/moderate income persons or target area residents may propose their own specific program(s). The proposal for a specific program should include the program's design, its budget, and the scope of proposed activities. Also, the proposal should identify the specific individuals anticipated to carry out activities and provide a summary of their experience and training.

Technical assistance which may be provided by City staff is limited to proposals that are considered eligible uses of CDBG funds, and not intended to assist citizen organizations, non-profit organizations, and groups of low/moderate income persons or target area residents applying for funding from other grant sources. The Citizens' Advisory and Housing Opportunity Committee may direct staff to provide technical assistance that may consist of staff or local expert presentations, informational handouts, research of a specific issue, or other short-term efforts.

PUBLIC INFORMATION

The City will also undertake the following public information efforts to promote citizen participation:

- The public noticing pertaining to the community meetings, Council work session and public hearing are published in both English and Spanish. Public notices of all public hearings will be published in the *Porterville Recorder* and *Noticiero Semanal* at least ten (10) days before the scheduled hearing and fifteen (15) days prior to the final public hearing. These notices will indicate the date, time, location, and topics to be considered. Upon notification, arrangements will be made by the City to accommodate persons with disabilities. The public notices also will be made available in the form of press releases and as a public service announcement to local radio stations. Public hearing notices will indicate that summary statements of projected use of CDBG and/or HOME funds will be available in Spanish, the predominant non-English language spoke within the city. Additionally efforts will be made by providing notices to our local non-profit partners to share and publish for public viewing, and publishing on the City website which includes the Agenda and meeting minutes.
- Notices will also be published in the *Porterville Recorder* to notify the public of the period, not less than thirty (30) days (or 5 days as applicable) for the consolidated plan or substantial amendments to the plan, or fifteen (15) days (or 5 days as applicable) for the performance report, in which to receive comments from citizens before submission of the plan or report to HUD. All notices will include information that complete copies of the proposed plan or report will be available for public review at City Hall (291 N. Main Street). A reasonable number of free copies of the plan or report will be provided to citizens and groups that request it.
- Orientation information will be provided at the first public hearing conducted by the Citizens' Advisory and Housing Opportunity Committee. City staff will make a presentation which covers: the total amount of funds available and the basis for award; the range of eligible activities and those previously funded in the community; the planning process and the schedule of meetings and hearings, the role of citizens in the program, a summary of other

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important program requirements, such as: environmental policies, fair housing provisions, and contracting procedures. Some of these topics will be covered in written materials.

- A public file containing program documentation for the preceding five (5) years will be available for review at City Hall during normal business hours. Included will be copies of the Consolidated Plan, Environmental Review Record, the Citizen Participation Plan, and the Consolidated Annual Performance Evaluation Report. Other program documents are also available for citizen review on request at City Hall, consistent with applicable State and local laws regarding personal privacy and obligations of confidentiality. Upon request, materials will be made available in a form accessible to persons with disabilities.

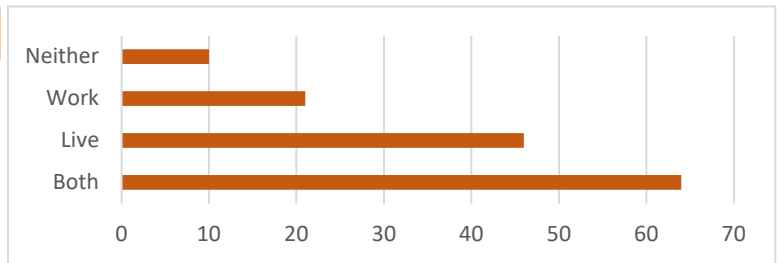
COMMUNITY SURVEY SUMMARY

Agency Representatitves

City of Porterville	9	Kiwanis Club	1
Tulare County HHSA	5	SVMC	1
TPOCC	3	Community Connect CA	1
CCFCC	3	TC Child Abuse Prevention	1
Kingsview Path	2	TC Board of Sups	1
CSET	2	Uplift Family Services	1
FHCN	2	BAART Methadone	1
SFMC	1	PUSD	1
Gleaners	1		

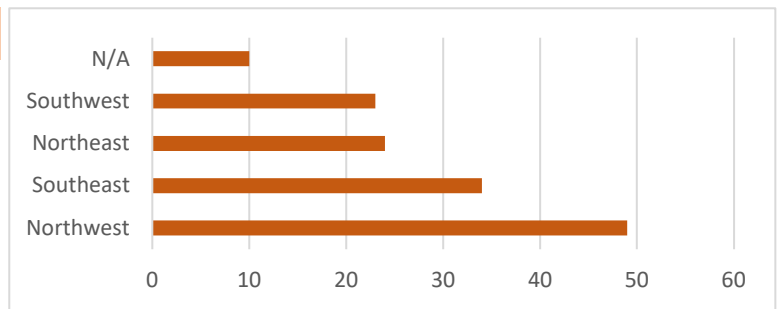
Live/Work in the City of Porterville

Both	64
Live	46
Work	21
Neither	10



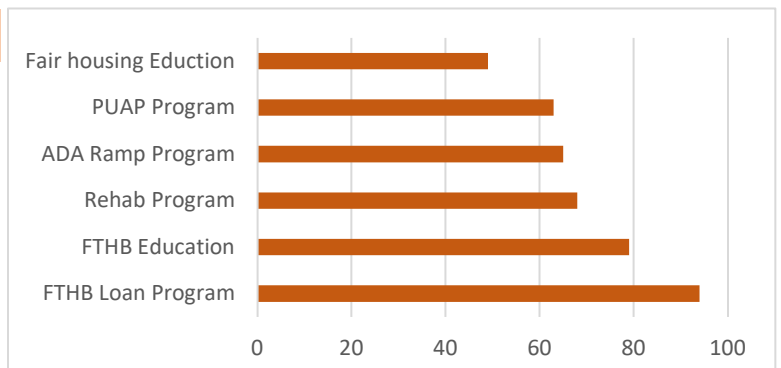
Quadrant Represented

Northwest	49
Southeast	34
Northeast	24
Southwest	23
N/A	10



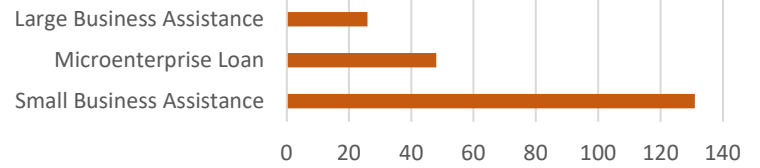
Current CDBG Program Support

FTHB Loan Program	94
FTHB Education	79
Rehab Program	68
ADA Ramp Program	65
PUAP Program	63
Fair Housing Education	49



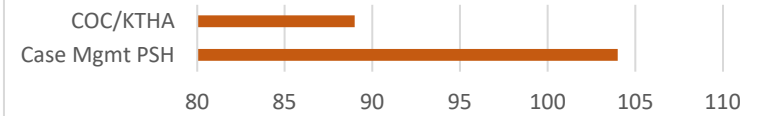
Economic Development

Small Business Assistance	131
Microenterprise Loan	48
Large Business Assistance	26



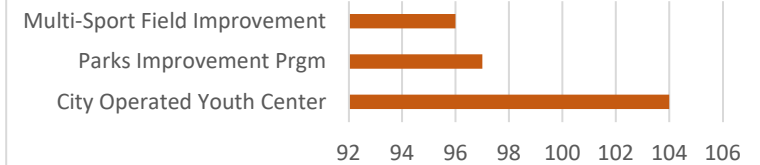
Homelessness

Case Mgmt PSH	104
COC/KTHA	89

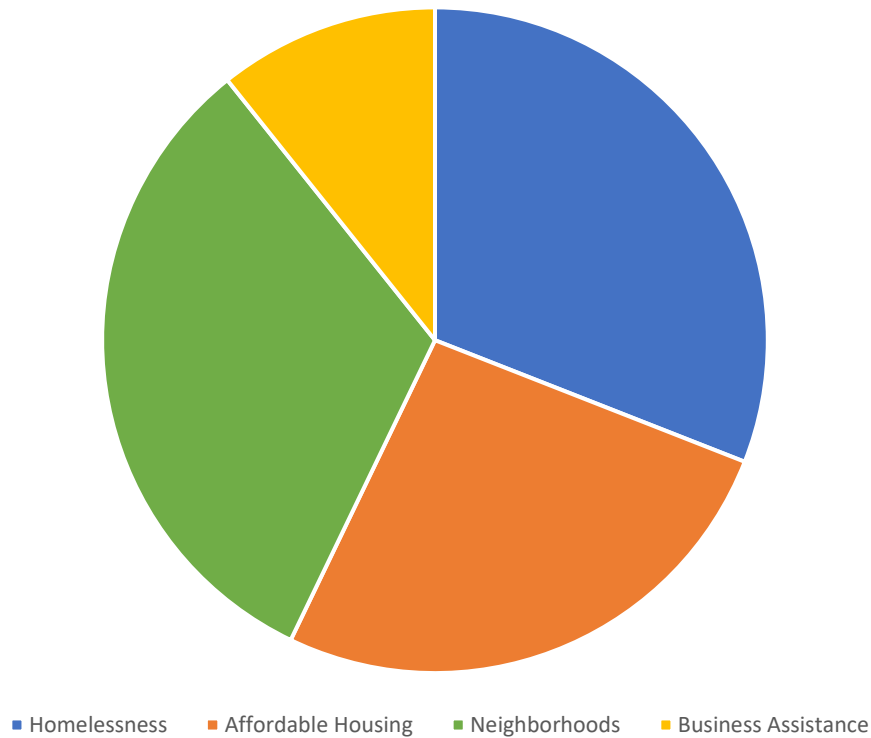


Neighborhood Improvements

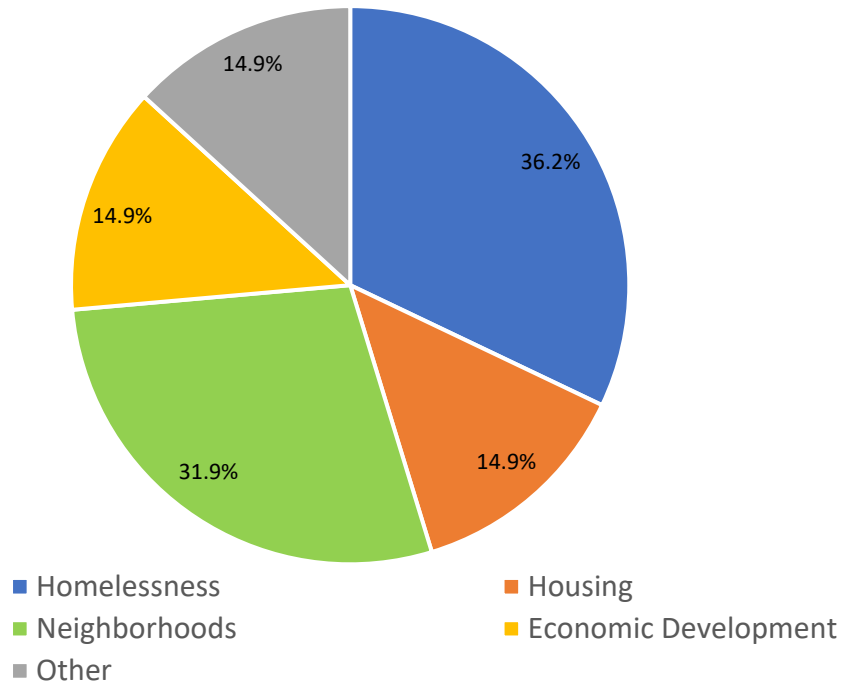
City Operated Youth Center	104
Parks Improvement Prgm	97
Multi-Sport Field Improvement	96



Prioritization of Funds



Comments by Topic



APPENDIX 2: Resolution and Proposed Budget

(This will be finalized after plan is approved by City Council)

APPENDIX 3: SF-424s and Certifications

(This will be finalized after plan is approved by City Council)

RESOLUTION NO. ____-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE APPROVING THE 2023/2024 ACTION PLAN AND PROPOSED USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

BE IT HEREBY RESOLVED that the City Council of the City of Porterville does hereby
approve the 2023-2024 Action Plan, attached as Exhibit A, and proposed use of Community
Development Block Grant Funds with a 2023 Program Year Entitlement Allocation as follows:

Administration	\$147,885.60
Navigation Center Operations	\$70,000.00
CCFC – Homeless Outreach Project	\$4,000.00
Case Management for PSH-FSTC	\$15,000.00
LINC Services-KTHA	\$5,000.00
Homebuyer Education	\$1,805.10
Parks Improvement Program	\$200,873.30
Multi-Sports Field Improvement Project	\$279,864.00
Fair Housing Program	<u>\$15,000.00</u>
Total Funding	\$739,428.00

PASSED, APPROVED AND ADOPTED this 18th day of April, 2023.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

BY _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – APRIL 18, 2023

SUBJECT: Agreement for the Provision of Recycled Water and Provisional Domestic Water for the Tule River Tribe Development Project

SOURCE: Administrative Services

COMMENT: The Tule River Tribe is in the process of constructing Phase I of a casino-resort project (the "Project") within a 40-acre site it owns, and which has been placed into trust, near the Porterville Municipal Airport. The Tribe intends to construct Phase 2 of the casino project within the next ten (10) years. The current phase includes a casino, food and beverage facilities, administrative space, a multi-purpose events center, and associated parking and infrastructure. Phase II plans include a hotel facility, a conference center, and additional event facilities. The Project requires the development of an additional water supply (for non-potable uses) to offset the new demands on the City's water system resulting from the Project, which resulted in the parties entering into a Development and Reimbursement Agreement, for the development and construction of Tertiary Wastewater System Facilities ("TWSF"). The development of those facilities is nearing completion; however the facilities will not be fully operational until after the planned opening of Phase I of the Project.

The attached Agreement establishes the terms and conditions for the supply of recycled water to be delivered to the Project for non-potable water use, and sets forth the terms and conditions for the supply of provisional or emergency domestic potable water for that use. The cost of recycled water charged would be consistent with the City's current charges for potable water and would not exceed the reasonable cost of providing the service. The current version, with input from the Tribe, proposes that additional potable water (for nonpotable use) be available to supplement the Project demands in the event the Project's recycled water demands exceed the TWSF capacity, under any circumstances where the TWSF is offline or recycled water has become unavailable, or during the period the TWSF is not yet fully operational for a period not to exceed twelve (12) months after execution of this Agreement. At such times that the TWSF and related facilities are fully operational and supplying recycled water, the City's water use and outdoor irrigation restrictions shall not apply to the Project. However, at any time that additional domestic water is required for non-potable use at the Project (either alternatively or supplementally), the City's water use restrictions in effect at the time shall apply to the Project.

The Agreement also addresses proper water recycling cross-connection and controls to ensure the complete separation of the recycled and potable water systems, because the City, as the Water Purveyor (both potable and nonpotable) for the Project, is responsible for ensuring that the cross-connection controls are

in full compliance with the State requirements.

RECOMMENDATION: That the City Council consider the draft Agreement, provide any additional Council direction, and authorize execution of the Agreement subject to approval by the City Manager and City Attorney.

ATTACHMENTS: 1. Draft Agreement

Appropriated/Funded:

Review By:

Department Director:
John Lollis, City Manager

Final Approver: John Lollis, City Manager

**AGREEMENT FOR PROVISION OF
RECYCLED WATER AND PROVISIONAL DOMESTIC WATER FOR THE TULE RIVER TRIBE
DEVELOPMENT PROJECT**

This Agreement for the Provision of Recycled and Provisional Domestic Water for the Tule River Tribe Development Project, hereinafter ("Agreement") is made and entered into effective [_____] by and between the City of Porterville ("City"), a California charter city, and the Tule River Tribe ("Tribe"), a federally-recognized Indian tribe, collectively referred to herein as the "Parties".

RECITALS

A. WHEREAS, the Tribe is in the process of constructing Phase 1 of a casino-resort and intends to construct Phase 2 of the casino-resort within the next ten years (collectively, Phase 1 and Phase 2 of the casino-resort shall be referred to herein as the "Project") within a 40-acre site it owns and has been placed into trust near the Porterville Airport ("40-acre Airpark Property"), which currently includes a casino, food and beverage facilities, administrative space, a multi-purpose events center, and associated parking and infrastructure and other uses that may be developed by the Tribe on the 40-acre Airpark Property;

B. WHEREAS, future Tribe development plans include a hotel facility, a conference center, and additional event facilities;

C. WHEREAS, the Project requires wastewater management services, as well as recycled water for irrigation and indoor uses for which potable water is not generally necessary;

D. WHEREAS, the development of an additional water supply was required to offset any new demands on the City's current water supply resulting from development of the Project;

E. WHEREAS, the City provides wastewater management services within its service area;

F. WHEREAS, the City is responsible for distribution of potable and recycled water within its service area in accordance with applicable rules and regulations;

G. WHEREAS, the Parties have agreed that the Project's development, to be consistent with City land use standards, requires the planning, design, engineering and construction of additional City-owned tertiary wastewater management facilities, and construction of wastewater collection and recycled water distribution facilities to serve the Project with sewage treatment and disposal services and recycled water for use on the Project site and upon the City Sports Complex ("Tertiary Wastewater System Facilities" or "TWSF"), thereby reducing current potable water use;

H. WHEREAS, the Parties and the Porterville Area Development Authority ("Authority") have entered into a Development and Reimbursement Agreement for Wastewater and Recycled Water System Facilities and Improvements for the purpose of determining the rights and obligations of the Parties concerning the design, construction and financing of the Wastewater Improvements and the TWSF;

I. WHEREAS, the Parties have formed the Authority in part to oversee the construction and funding of the TWSF; and

J. WHEREAS, the Parties desire to establish the terms and conditions for the supply of recycled water to be delivered to the Project for non-potable water uses, and to establish terms and conditions for the supply of provisional or emergency domestic potable water.

AGREEMENT

NOW, THEREFORE, in consideration of these Recitals and the mutual covenants contained herein, the City and the Tribe agree as follows:

1. COST OF RECYCLED WATER.

a. Cost of Recycled Water. The Parties agree that the cost of recycled water charged to the Tribe and the City, respectively, for delivery to the Project and the City Sports Complex shall be in accordance and consistent with the current City Council Resolution Setting Water User Fees under Municipal Code Chapter 25, and California law and shall not exceed the estimated reasonable cost of providing the service. The current recycled water rates are applied as follows:

Fixed Monthly Meter Rate (Size) + (Total Units Hundred Cubic Feet x Water Consumption Charge) = Monthly Charge

For illustrative purposes only, the following calculation is an example of how the recycled water monthly charge would be calculated using 2023 numbers. In 2023, the Fixed Monthly Meter Rate (also called a Standby charge) for a 4-inch meter is \$59.53/month; and the water rate per hcf is \$1.91/hcf. Assuming a customer were to use 500 units of water per month, the monthly cost would be:

Example Only: (\$59.53) + (\$1.91/hcf * 500 hcf) = \$1,014.53/monthly charge

b. Payment to the City. The Tribe shall be invoiced monthly for recycled water actually delivered through the Master Meter as described in Paragraph 4 and the Tribe agrees to remit payment to the City within 30 days of receipt.

2. RECYCLED WATER. The City agrees to supply the Tribe with recycled water for non-potable use subject to the following terms and conditions.

a. Recycled Water Quantity. The City does not guarantee to provide a designated quantity of recycled water. However, the City will make every reasonable effort to diligently operate the TWSF and the City's wastewater treatment system to satisfy the Tribe's recycled water demands. The Tribe further acknowledges and accepts that there may be unanticipated interruptions in recycled water service due to demand, emergencies, water quality issues, regulatory requirements or other unplanned events. During such interruptions, the City shall take reasonable measures to provide supplemental potable water to the Tribe, if necessary, until sufficient recycled water is available. The method for providing supplemental potable water is further detailed in Section 3. In addition, in the event of any interruption or shortfall in meeting the Tribe's monthly minimum demands, the City shall supply sufficient recycled water to satisfy the Tribe's demands before supplying recycled water to the City Sports Complex or any other future user of recycled water produced by the TWSF.

b. Recycled Water Quality. Recycled water provided pursuant to this Agreement shall be treated in conformance with the water quality requirements provided by Title 22, Division 4, of the California Code of Regulations ("CCR"), section 60301.230, which describe Disinfected Tertiary Recycled Water. This type of recycled water has been approved for use for all of the nonpotable purposes identified in Article 3 of Title 22.

The City shall use its best efforts to ensure that said recycled water meets the forgoing Title 22 standards; however, the City does not guarantee or warrant the quality of the recycled water provided to the Tribe.

The Parties further recognize that during periods of drought or other water supply shortage, the City may

experience lower wastewater flows as a result of water use efficiency efforts. However, the amounts of salts received would not decrease and can cause the TDS levels to rise. During such drought or other water supply shortage periods designated by the City, the Parties agree that recycled water with TDS concentrations of no more than 1200 mg/l will be an acceptable quality to the Tribe under the terms of this Agreement. In no case shall the Tribe be required at any time to accept recycled water with TDS concentrations in excess of 1200 mg/L.

c. Recycled Water Delivery Pressure. Recycled water provided by the City at the Master Meter shall be provided at the following pressures: 60 psi minimum pressure and 150 psi maximum pressure.

3. DOMESTIC POTABLE WATER. The City agrees to provide supplemental domestic potable water (in addition to the potable water that will be provided on a regular basis for the potable water needs of the Project) under the following circumstances and subject to the following terms and conditions:

a. If available and as necessary, the City agrees to supplement the Project's recycled water supply during times when the Project's recycled water demands exceed the TWSF capacity. All charges for the water supplied, including the portion of potable water blended with recycled water, will be invoiced to the Tribe at the recycled water rate currently in effect.

b. The City further agrees to supplement the Project's recycled water needs with potable water in circumstances when the TWSF is offline or recycled water is unavailable for any reason. The City can choose to provide potable water either (1) through the air-gap directly into the recycled water tank at the TWSF, or (2) through the Swivel-ell described in Subsection 3.d. The City shall charge the Tribe for all water actually delivered through the Master Meter at the Project site; the Tribe shall be charged at the then-current domestic potable water rate if domestic potable water is delivered through the Master Meter; and/or the Tribe shall be charged at the then-current recycled water rate if potable water blended with recycled water is delivered through the Master Meter, as applicable.

c. The City further agrees to supplement the Project's recycled water needs with potable water in the event that the TWSF is not fully operational at the time this Agreement is executed. The price of potable water charged shall not exceed the then current domestic potable water rates charged by the City. The City shall invoice the Tribe monthly for any such water use. It is anticipated that the TWSF and related system facilities will be operational 6 months after the opening of the Casino Facility. In the event the TWSF and related system facilities are not operational within twelve (12) months after execution of this Agreement, the City may implement additional reasonable potable water use restrictions if needed to address resulting negative water supply and or distribution impacts to the City residents.

d. Cross-connection restrictions/approved "Swivel Ell" requirements.
The City of Porterville Public Works Department or their designee will inspect the installation of the proposed recycled water systems at the Eagle Mountain Casino Relocation Site Facility as the Water Purveyor. All potable and recycled water piping will be completely separated, and all recycled water piping will be identified and installed in accordance with the latest California Plumbing Code (CPC) and City of Porterville Public Works Department (CPPWD) Rules and Regulations. Prior to the site's reception of recycled water, an American Water Works Association (AWWA) certified Cross-Connection Control Program Specialist (CCCPS) will certify that the recycled water system is free of cross-connections, certification will be witnessed or performed by City of Porterville CCCPS, using the test methodology described in the following section.

e. Water Recycling Cross-Connection Control Test Methodology For On-Site Recycled Water Dual-plumbed Systems

In the City of Porterville Public Works Department (CPPWD) service area, the following method is used for conducting a cross-connection control test on all sites where recycled water is intended to be used. This test is

to ensure the complete separation of the recycled and potable water systems. A certified AWWA Cross-Connection Control Specialist must perform the test. Note that, prior to recycled water being introduced to the recycled water system for the first time, for the purpose of this test, the recycled and potable water systems must be pressurized with potable water using the proper means of backflow protection.

First part of the test:

- (1) The potable water system shall be activated and pressurized. The recycled water system shall be shut down at its point of connection (a temporary source of potable water) and completely depressurized.
- (2) The potable water system shall remain pressurized for a minimum period of time specified by the Cross-Connection Control Specialist while the recycled water system is depressurized. The minimum period of time the recycled water system is to remain depressurized shall be determined on a case-by case basis, taking into account the size and complexity of the potable water and recycled water systems, but in no case shall that period be less than one (1) hour.
- (3) All recycled water appurtenances, and any site features that are approved to be supplied with recycled water shall be tested and inspected for flow. Continuous flow from any part of the recycled water system indicates a cross-connection.
- (4) All potable water fixtures (interior and exterior)—faucets, hose bibs, drinking fountains, supply lines to decorative fountains, etc.—shall be tested and inspected for flow. No flow from any potable water outlet indicates that it may be connected to the recycled water system.
- (5) If no cross-connections are discovered, proceed to the second part of the test. If any cross-connections are found, they must be disconnected, and the site must be retested by an AWWA Cross-Connection Control Specialist per these procedures.

Second part of the test:

- (1) The potable water system shall be shut down at its point of connection (usually the meter) and completely depressurized—usually at its drain valve or at the reduced pressure principle backflow device.
- (2) The recycled water system shall then be activated and pressurized using a temporary source of potable water.
- (3) The recycled water system shall remain pressurized for a minimum period of time specified by the Cross-Connection Control Specialist while the potable water system is depressurized. The minimum period of time the potable water system is to remain depressurized shall be determined on a case-by case basis, but in no case shall that period be less than one (1) hour.
- (4) All potable water fixtures (interior and exterior)—faucets, hose bibs, drinking fountains, supply lines to decorative fountains, etc.—shall be tested and inspected for flow. Some flow may occur from water breaking loose from an air lock in an overhead water line. The amount of flow to cause a concern is a judgment call by the Cross-Connection Control Specialist. Continuous flow from any part of the potable water system (that is beyond the drainage generated by an air lock breaking free) indicates a cross-connection.
- (5) All recycled water appurtenances, and any other site features that are approved to be supplied with recycled water shall be tested and inspected for flow. No flow indicates that it may be connected to the potable water system.

- (6) If no cross-connections are discovered, then the potable water system shall be re-pressurized. If any cross-connections are found, they must be disconnected, and the site must be retested by an AWWA Cross-Connection Control Specialist per these procedures.
- (7) The certified AWWA Cross-Connection Control Specialist responsible for completing the above test must indicate the results to the City of Porterville Public Works Department.

A representative of the site's owner will receive training and be certified by CPPWD as a site supervisor. Beginning annually after the first date of recycled water use, the site supervisor shall ensure that the dual plumbed recycled water system is visually inspected by a certified AWWA Cross-Connection Control Specialist for possible cross connections with the potable water system. The site supervisor shall provide the Specialist's name, certification number, and date of inspection on an annual site inspection report form for CPPWD which shall be returned to the CDPH. Once every four years, the dual-plumbed recycled water system shall be tested in accordance with the method set forth in this report. In addition to the Shutdown Test every four years, City CCCPS staff will perform an annual backflow test, visual site inspection, and coordinated review of as builds for any changes to project conditions after the previous shutdown test that could trigger the test to be performed before the fourth year.

f. Swivel "Ell"

The Project will be using disinfected tertiary recycled water, from the TWSF currently being constructed by the Tribe to be owned by the City of Porterville, for all non-potable uses within the restrooms and outdoor irrigation at the newly constructed casino facility. To directly offset domestic potable water supply, recycled water will be the water source for all urinals and water closets throughout the facility.

The recycled water supply serving the reclaimed water system, urinals and water closets, will enter the building, via a 4" metered service and after passing through an on-site booster pump, be dispersed to restrooms within the casino. In order to prevent interruptions in service, the Project's recycled water supply will be outfitted with a Swivel Ell water connection, which will allow the nonpotable water pipeline supplying the casino to be supplied either from a recycled water pipeline or a potable water pipeline, but not both. The Tribe and City agree that recycled water will be the primary water supply to the Project for nonpotable purposes, and that the Swivel Ell will only be switched to the potable water supply when recycled water is unavailable or not meeting Title 22 water quality requirements. The Swivel Ell shall be designed and constructed in accordance with the Design and Construction Criteria outlined in Subsection G.

g. Swivel Ell Design and Construction Criteria

- (1) Prior to operation of a swivel-ell, the City will receive approval for the design and construction plans of that swivel-ell from the State Water Resources Control Board.
- (2) The drinking water supply must not, under any circumstances, be directly connected to the recycled water supply, nor be designed such that the recycled water use site could be supplied concurrently by a recycled water supply and a drinking water supply. Therefore, the only authorized operation will be performed by CPPWD Water Utility Division. Failure to follow this criteria could be cause to evaluate continued service to the dual plumbed facility.
- (3) The drinking water supply line and the recycled water supply line must be offset in a manner that ensures a tee-connection, spool, or other prefabricated mechanical appurtenance(s) could not be readily utilized in lieu of the swivel-ell connection, nor result in the recycled water use site being supplied concurrently by recycled water and drinking water.

- (4) The recycled water supply line used in conjunction with the swivel-ell must be the only recycled water supply to the recycled water use site.
- (5) The swivel-ell must be located as close as practical to the public water system service connection, with the swivel-ell connection being located as close as practical to the RP upstream of the swivel-ell.

The Swivel Ell must:

- (1) Be located above ground;
- (2) Be color-coded pursuant to section 116815 of the CHSC and its implementing regulations;
- (3) Include appropriate signage, as required by regulation and the State Water Board;
- (4) Be provided the security necessary to prevent interconnections, vandalism, unauthorized entry, etc.; and
- (5) Be provided with meters on both the recycled water service and drinking water service connections.

All recycled water piping will be permanently marked in accordance with the latest version of the California Plumbing Code (CPC) and CPPWD Rules and Regulations to identify that it contains recycled water. Those who operate and maintain the urinals and water closets will receive training through CPPWD in the safe use of recycled water.

4. MASTER METER. A master recycled water flow meter ("Master Meter") shall be purchased and installed by the Tribe in a location mutually agreeable to the Parties for the purpose of measuring the quantity of recycled water supplied by the City and for billing purposes. For the duration of this Agreement, the City shall read the Master Meter on the first day of each month and report the meter reading and recycled water use to the Tribe by the 10th day of each month. Operation, maintenance, and calibration of the Master Meter shall be the responsibility of the City, and conducted on a mutually agreeable schedule; however, calibration of the Master Meter shall be performed at a minimum of at least every five (5) years from the date of operation. All costs associated with the Master Meter shall be the responsibility of the City.

5. WATER USE RESTRICTIONS. In the event that that additional domestic potable water use (other than the potable water that will be provided on a regular basis for the potable water needs of the Project) is required, either alternatively or supplementally to recycled water use, the City's water use restrictions in effect at the time, including but not limited to outdoor irrigation restrictions, shall apply to the Project. At such times that the TWSF and related facilities are fully operational and supplying recycled water, the City's water use and outdoor irrigation restrictions shall not apply to the Project.

6. OWNERSHIP, OPERATION AND MAINTENANCE RESPONSIBILITIES.

Ownership, Operation and Maintenance. The City shall own, operate and maintain the infrastructure required for the production and delivery of recycled water to the Tribe following acceptance of the TWSF, as provided in the Development and Reimbursement Agreement for Wastewater and Recycled Water System Facilities and Improvements executed by the parties in 2021. The City shall be the sole owner of the TWSF. The Tribe shall own, and be responsible for the operation and maintenance of any associated backflow prevention devices downstream of the Master Meter. Proper construction/installation, repair, and maintenance of all water and wastewater system devices, lines, and facilities at the Project, in compliance with the applicable State and City regulations, laws, regulations and established requirements related to the water and wastewater service is a required condition for the continued provision of City water and

wastewater services to the Project.

7. **TERM AND TERMINATION.**

a. **Term.** This Agreement shall continue in effect unless terminated as provided by subdivision (b) of this Section 7.

b. **Termination.** If at any time during the term of this Agreement, recycled water in compliance with the standards referenced herein cannot lawfully be used by the Tribe for the purposes intended by this Agreement, because of government regulations now in effect or hereinafter imposed, or, if the Tribe should for any reason breach its obligations under this Agreement in any material respect, including, but not limited to, failure to pay for recycled water as required, failure to accept recycled water as required, construction or use of a recycled/domestic water cross connection that has not been approved by the City, or other substantial failure, the City may terminate this Agreement with no further obligation by giving 180 days' written notice thereof to the Tribe. During said 180-day period, the Tribe shall have the opportunity to cure the breach in the Agreement before termination occurs.

In the event the City refuses to deliver recycled water to the Tribe in conformance with this Agreement for any reason, or if the City fails to deliver recycled water that complies with all applicable federal, state and local standards required for the Tribe's intended use of the recycled water, the Tribe may terminate this Agreement with no further obligation upon 180 days' written notice thereof. During said 180-day period, the City shall have the opportunity to cure the breach in the Agreement before termination occurs.

c. **Water Shut-off.** Except as set forth in Section 5 herein, the Tribe is subject to the City's standard domestic potable water shut-off regulations and policies **and procedures** applicable to all City water customers. Additionally, the City shall have the right to shut-off water service immediately if there is violation of Section 3.f through 3.g of this Agreement, **or Section 6 of this Agreement,** resulting in a potential public health and safety concern. **It is expressly agreed by the parties that City's ability to shut-off water is not subject the Dispute Resolution procedures set for in Section 9 below, as a condition or prior to the service interruption. Water service will be reinstated in accordance with the State and City laws, regulations and standard procedures, and upon the public health and safety concern having been remedied.**

8. **INDEMNIFICATION.** The City agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless the Tribe, its Council Members, directors, officers, employees, and agents from any damage, liability, or cost (including attorneys' fees and costs of defense) arising from or relating to this Agreement, to the extent caused by the City's negligence or willful or intentional misconduct. The Tribe agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless the City, its council members, officers, employees, and agents from any damage, liability, or cost (including attorneys' fees and costs of defense) arising from or relating to this Agreement, to the extent caused by the Tribe's negligence or willful or intentional misconduct.

9. **DISPUTE RESOLUTION; LIMITED WAIVER OF SOVEREIGN IMMUNITY.**

a. **Limited Waiver of Sovereign Immunity.** In the event of a dispute between the Tribe and the City over the interpretation, application, obligations, or enforcement of this Agreement, the Tribe hereby expressly grants to the City a limited waiver of the Tribe's sovereign immunity, solely for actions brought by the City, in accordance with the dispute resolution provisions provided herein; provided, however, that any award shall be limited to actual damages and shall specifically exclude punitive, consequential, incidental, expectancy and all other special damages. This limited waiver of sovereign immunity does not extend to any action brought against any Tribal Council Member, Tribal employee, Tribal agent, Tribal member, or any other individual acting on behalf of the Tribe. This limited waiver of sovereign immunity shall not diminish or

otherwise affect any defense or immunity to which such persons are entitled under the laws of the applicable jurisdiction. Except as expressly set forth herein, the Tribe does not waive, limit or modify its sovereign immunity.

1. Dispute Resolution. This Section shall govern the resolution of all controversies or claims between the Tribe and the City that arise from this Agreement and any modifications hereto. Wherever this Agreement makes reference to any means of resolving a dispute between the Parties, the Parties agree to follow the meet and confer and mediation procedure described below prior to initiating the arbitration procedures.

(a) Voluntary Resolution, Meet and Confer Obligation. Whenever possible, the Parties shall make their best efforts to informally resolve disputes that occur under this Agreement. In order to foster a spirit of cooperation and efficiency in the administration of the terms and conditions of this Agreement, disputes between the Tribe and the City shall first be subjected to a good faith meet and confer process as follows:

(i) The aggrieved Party shall give the other, as soon as possible after the event giving rise to the concern, written notice setting forth, with specificity, the issues to be resolved. Notice shall be provided in writing pursuant to the provisions of Section 15 herein. Said notice shall suggest a date, time and place for the meeting. The Tribe and the City may jointly decide to meet at another time and place; provided, however, the Parties agree that such meeting shall commence within fifteen (15) calendar days after the date that the original notice was given to the applicable Party, unless the Parties agree that there is good cause to extend this time limit.

(ii) The Parties agree that the meet and confer, including proceedings or discussions concerning the proposed meet and confer, is to be considered a confidential settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during a meet and confer by any Party or a Party's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding, including mediation and non-binding arbitration, involving the Parties; provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the meet and confer.

(iii) Absent mutual consent of the Parties, if a noticed meeting fails to commence within the fifteen (15) calendar day period, or if a reasonable attempt to schedule or reschedule the meeting has not been made within those fifteen (15) calendar days, then the meet and confer obligation imposed under this Section shall be deemed to have been satisfied and the Parties shall be free to pursue their rights and remedies under Subsection (b) herein, unless the reason for such failure to meet and confer is the refusal of the Party asserting a claim to participate in the meet and confer, in which event said claim will be deemed to have been waived.

(iv) If the dispute is not resolved to the satisfaction of the Parties within thirty (30) calendar days after the first meeting, then upon the written request of either Party, the dispute may be submitted to non-binding mediation in accordance with this Section ("Mediation Request"). The disputes submitted to non-binding mediation shall be limited to claims that this Agreement has been breached by either the Tribe or the City.

(b) Mediation. In the event a dispute arising under this Agreement is not resolved through the above-described meet and confer process, within thirty (30) days after notice is provided through a Mediation Request, the Tribe and the City agree to participate in non-binding mediation administered by a mediator, mutually agreeable to the Parties, to act as a mediator to help mediate and settle the dispute as soon as practicable. The mediation shall proceed as follows:

(i) The mediation shall be held at a mutually agreeable location within Tulare County, California.

(ii) The Parties shall work together to select a single mediator, but if the Parties cannot agree on a mediator within forty-five (45) days of requesting a hearing, each Party will provide three (3) names of mediators based on substantive and procedural knowledge, availability, and location. Each side will have an opportunity to strike 1 name, and to the extent two mediators remain, rank the remaining names. The numbers will be added together and the mediator whose rank is the lowest, which is most favorable, will be chosen mediator.

(iii) The mediator shall meet with and hear presentations by the Parties as soon as practicable after appointment.

(iv) Mediation will be conducted consistent with California Evidence Code Sections 1115-1128. The mediator shall owe a professional duty to both the Tribe and the City, and shall be barred from testifying in any litigation or arbitration concerning any information obtained or disclosed in the course of the mediation.

(v) Each side shall bear its own costs and attorneys' fees, and one-half of all fees and expenses of the mediator.

(vi) Unless otherwise agreed upon by the Parties in writing, the mediation shall be completed within ninety (90) days of the selection of the mediator.

(vii) The mediator's decision shall not be binding on or admissible against either Party. The Arbitrable Dispute shall be resolved in accordance with the arbitration provisions set forth in Section (c) below if: (1) a Party elects to reject the mediator's decision; (2) either Party refuses to participate in the mediation process after mediation filing; (3) the Parties fail to agree upon a mediator within the specified period; or (4) the mediator does not meet with the Parties.

(viii) The Parties agree that the mediation, including proceedings or discussions concerning the mediation, is to be considered a confidential settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during the mediation by any Party or a Party's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding, including and non-binding arbitration, involving the Parties; provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the mediation.

(c) Arbitration. Following the satisfaction of the meet and confer and mediation requirement, any controversy(ies) or claim(s) arising out of or relating to this Agreement that was not resolved during the meet and confer or mediation (as applicable) must be resolved through binding arbitration. The arbitration shall be held only in accordance with the following procedures:

(i) Either Party may initiate the applicable arbitration by delivering a written notice to the other Party that states the specific issue(s) in dispute, the relevant provision(s) of the Agreement, and the relief requested.

(ii) Within twenty-one (21) calendar days after delivery of such notice, each Party shall notify the other of the name of a practicing lawyer or retired judge with whom the notifying Party desires to have serve as an arbitrator. The lawyer or retired judge shall have experience in California water law and Federal Indian Law, and whose law firm, if applicable, has at no time represented or acted on behalf of either of the Parties or any person with control over either of the Parties. If either Party fails to act within the twenty-one (21) calendar day period, the arbitrator who should have been appointed by that Party will be appointed pursuant to the same procedures followed when agreement cannot be reached as to the third arbitrator.

(iii) Within ten (10) calendar days after arbitrators are appointed by each Party, the two appointed arbitrators shall meet (in person or by phone) to appoint a third arbitrator with the same qualifications and background. Together, the three arbitrators shall comprise the Arbitration Panel. In the event agreement cannot be reached on the appointment of a third arbitrator at the meeting held within the ten (10) calendar day period, the third arbitrator shall be selected by the Judicial Arbitration and Mediation Service (“JAMS”), or such other reputable provider of Alternative Dispute Resolution (“ADR”) services as may be agreed by the Parties or, in the absence of such agreement, by the Party requesting arbitration. In the event of any subsequent vacancy or inability to perform, the arbitrator who resigns or becomes unable to perform shall be replaced in accordance with the provision of this Section as if such replacement were an initial appointment to be made hereunder. Notwithstanding the foregoing, the Parties may agree to use a single arbitrator as the Arbitration Panel, provided that the Parties agree on the arbitrator to be appointed.

(iv) Each Party shall have the right to conduct discovery in connection with the arbitration proceedings, but such discovery shall be limited to the pre-hearing production of relevant documents and to such depositions, limited both in number of depositions and duration, as the Arbitration Panel may approve by majority vote.

(v) The Arbitration Panel shall hear any and all issues of law and of fact properly raised pursuant to the procedures herein and shall make its decision by majority vote within thirty (30) calendar days after the close of evidence and briefing in the arbitration. The decision shall be issued in writing and include findings of fact, conclusions of law, and the reasons on which the decision is based.

(vi) The Arbitration Panel shall have no power to vary or modify any terms of this Agreement, or to decline or fail to follow applicable tribal, state or federal statutory or common law.

(vii) Each Party to the arbitration shall pay its own attorneys’ and expert witness fees and any other costs associated with the arbitration. The Arbitration Panel shall determine by majority vote who shall bear the fees and expenses of the Arbitration Panel or whether the fees and expenses of the Arbitration

Panel shall be shared by the Parties, and if so, in what proportions. The Arbitration Panel's determination as to the allocation of the fees and expenses of the arbitration shall be binding on the Parties.

(viii) The arbitration shall be held at a mutually agreeable location within Tulare County, California.

(d) Jurisdiction of Courts. A Party that has participated in arbitration as set forth in Subsection (c) of this Section (or who has made a good faith effort to do so despite the other's failure to participate) may initiate judicial proceedings to confirm, enforce or vacate the applicable arbitration award in the United States District Court for the Eastern District of California. If, and only if, the United States District Court for the Eastern District of California determines that it is without jurisdiction, the Tribe consents to be sued in the Superior Court of the State of California for the County of Tulare, but solely to compel, enforce, modify or vacate any arbitration award.

10. APPLICABLE LAW. This Agreement is entered into in the State of California and applicable California and federal law shall apply to the interpretation and construction of all of its provisions.

11. JURISDICTION/VENUE. This Agreement is entered into and to be performed in Tulare County, California. The proper jurisdiction, forum and venue for any claims, causes of action or other proceedings concerning this Agreement shall be in the state and federal courts located in the State of California, County of Tulare.

12. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors in interest, assigns, and personal representatives. The Tribe, and its assigns, successors in interest, and personal representatives, agree to disclose the terms and conditions of this Agreement to their respective successors in interest and assignees prior to the date of transfer.

13. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the Parties hereto with respect to the subject matter hereof superseding all negotiations, prior discussions and preliminary agreements and understandings, written or oral.

14. MODIFICATION/ASSIGNMENT. This Agreement shall not be amended, modified or assigned, except by written consent of the Parties hereto. No waiver of any rights under this Agreement shall be binding unless it is in writing signed by the Party waiving such rights.

15. NOTICES. Notices required or permitted under this Agreement shall be considered sufficient if delivered to the individuals listed below in writing via both email and hard copy. The emails must be delivered to the email addresses listed below; and the hard copy must be personally served upon the Party to whom it is directed or deposited in the United States mail, postage prepaid, certified, return receipt requested, addressed to the Parties at the following addresses:

City of Porterville:

City Manager
City of Porterville
291 N. Main Street
Porterville, CA 93257
Email@email.com

McCormick, Kabot & Lew
Attn: Julia Lew, City Attorney

4010 South Demaree Street
Visalia, CA 93277
T: (559) 734-6729
E: jmllew@mkjw.com

Tule River Tribe:

Tule River Indian Tribe
Attn: Chairman
340 N. Reservation Road
Porterville, CA 93257
T: (559) 781-4271
E: neil.peyron@tulerivertribe-nsn.gov

With copy to:

Procopio, Cory, Hargreaves & Savitch LLP
Attn: Kerry Patterson
525 B Street, Suite 2200
San Diego, CA 92101
T: (619) 515-3295
E: kerry.patterson@procopio.com

16. SEVERABILITY. If any provision or any part thereof of this Agreement shall for any reason be deemed void, unenforceable, or contrary to public policy or any law, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect to all Parties to the Agreement.

17. COUNTERPARTS. This Agreement and any amendment to it may be executed in counterparts and all of these counterparts together shall be deemed to constitute one and the same agreement.

18. AUTHORITY TO SIGN. Each of the signatories herein warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she represents to sign, and each signatory agrees to indemnify and hold harmless each of the other Parties against claim or demand, necessary expenses of investigation and reasonable attorney fees, in any action which is successfully asserted that a signatory is not competent and/or authorized to execute this Agreement and give and receive the consideration therefore.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and effective on the date provided in this Agreement.

City of Porterville

By: _____

Date: _____

Tule River Tribe

By: _____

Date: _____



CITY COUNCIL AGENDA – APRIL 18, 2023

SUBJECT: Review of City Participation in the Tulare County Regional Transit Agency

SOURCE: Public Works

COMMENT:

On August 11, 2020, the Joint Powers Agreement was approved creating the Tulare County Regional Transit Agency (TCRTA). TCRTA is comprised of member agencies from the Cities of Dinuba, Exeter, Farmersville, Porterville, Tulare, Woodlake and the County of Tulare. At its Special Meeting on August 24, 2022, the TCRTA Board of Directors acted to approve the addition of the Tule River Tribe of California as a member agency. Pursuant to the Agency Bylaws, any of the member agencies may, on or before May 1 of any year, give written notice to the Transit Agency that it is withdrawing from the Transit Agency and terminating its rights and duties under the Agreement at the end of the fiscal year, and such notice shall have the same effect on the 30th day of June thereafter. Withdrawal at any other time requires approval of the Agency Board of Directors.

As the City Council is aware, the finances of the TCRTA have been of concern, including the call for financial assistance from member agencies in September 2022, which the Council authorized the allocation of \$1.6 million to the TCRTA as a loan of its proportional share of the annual TCRTA fiscal budget in an effort to stabilize the finances of the Agency. With the financial assistance, the TCRTA indicated that it expected access to FTA funding in November 2022. At its meeting on March 29, 2023, the TCRTA Board took action to approve its monthly fiscal year-to-date Profit Loss (P&L) Statement through February 28, 2023. The P&L indicates that TCRTA is currently operating at a net loss of \$4,718,910, in significant part due to the continued inability of the Agency to draw down the Federal Transit Administration (FTA) apportionment for the respective member agencies. It was stated at the meeting that due to challenges and complications experienced by the Agency in its FTA draw downs, it is anticipated that the TCRTA will encounter a cash flow issue again in September 2023. The TCRTA Board meeting scheduled for April 12, 2023, was rescheduled to April 21, 2023, though the provided P&L Statement through March 31, 2023, indicates that TCRTA is operating at a net loss of \$4,899,068. The staff report indicates that the TCRTA expects \$5,320,000 in Local Transportation Funding claims (\$3,162,000) and FTA 5307 funds (\$2,158,000) within the next thirty (30) days.

Adding to the challenges faced by the TCRTA has been the recent resignation of the Executive Director, Richard Tree, who has accepted the position of Director of Transportation with the Porterville Unified School District. The TCRTA Board is currently determining the process and timeline for beginning the recruitment for a new Executive Director.

As was reported to the Council at its meeting on April 4, 2023, City Council representatives (Mayor Flores and Council Member Weyhrauch) and staff, TCAG staff and TCRTA staff met on March 31, 2023, in a collaborative effort to identify how to best meet the needs of transit riders in the Porterville area, as well as seamlessly integrating with transit systems across the county. Given the direction of the TCAG Board of Directors for a countywide transit agency, TCAG staff requested that the Council consider remaining a member of the TCRTA for another year. To protect the City's long-term transit capital interests, the City should have at least one FTA grant project open to maintain its FTA grantee status.

The Council could consider acting to provide notice to the TCRTA of its intention to withdraw from the agency effective June 30, 2023, pending the successful completion of certain deliverables (e.g. FTA drawdown), or the Council could consider a different date for withdrawal after June 30, 2023 (e.g. December 31, 2023).

RECOMMENDATION: That the City Council consider the City's continued participation in the Tulare County Regional Transportation Agency and act to authorize as determined.

ATTACHMENTS:

1. Tulare County Regional Transit Agency Bylaws
2. TCRTA Profit Loss Statement - FYTD February 28, 2023
3. TCRTA Revenue Status and Financial Statement as of March 31, 2023
4. TCRTA Request for Financial Support - September 15, 2022
5. City Council Agenda Staff Report - September 20, 2022

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

**TULARE COUNTY REGIONAL TRANSIT AGENCY
AMENDED AND RESTATED JOINT POWERS AGREEMENT**

The Joint Powers Agreement (“Agreement”), dated this ____ day of _____, 2022, by and among the County of Tulare and the Cities of Exeter, Farmersville, Lindsay, Porterville, Tulare, Woodlake, and the Tule River Indian Tribe (each, a “Party” or “Member Agency” and together, the “Parties” or “Member Agencies” to this Agreement) is hereby entered into pursuant to Section 6500 *et seq.* of the Government Code of the State of California.

**Article I
General Provisions**

Section 1: Purpose

The purpose of this Agreement is to empower the Parties to exercise their common powers by the formation and operation of a Joint Powers Agency, hereafter called “Tulare County Regional Transit Agency” or “Transit Agency,” with full power and authority to own, operate, and administer a public transportation system within the jurisdictions of the Member Agencies. The Transit Agency shall be a public agency separate and apart from the Member Agencies.

Section 2: Name and Membership

The legal name of the Transit Agency shall be “Tulare County Regional Transit Agency.” Agencies eligible to enter into this Agreement include the County of Tulare, all incorporated cities within Tulare County, and the Tule River Indian Tribe. Upon entering into this Agreement, Member Agencies shall be required to maintain membership for the duration of the remaining fiscal year in which the Member Agency joined, plus the following three (3) fiscal years. Early withdrawal of any agency under these terms may be approved by unanimous vote of the Transit Agency’s Board of Directors if withdrawal is determined to be mutually beneficial.

Section 3: Boundaries

The boundaries of the Transit Agency shall coincide with the exterior boundaries of Tulare County but shall exclude the territory of any incorporated city within Tulare County that is not a Party to this Agreement.

Section 4: Powers

The Transit Agency shall have all powers necessary to carry out the purpose of this Agreement, except the power to tax. The powers of the Transit Agency specifically include, but are not limited to, the following:

- a. To operate a public transportation system to service the Tule River Indian Tribe and incorporated areas of the cities who elect to become Member Agencies hereunder and the unincorporated areas of the County of Tulare.
- b. To acquire, hold, and dispose of real and personal property.

- c. To acquire, construct, manage, maintain, and/or operate any facilities or improvements.
- d. To own, lease, operate, and maintain vehicles and other property and equipment, which are necessary or reasonable to carry out the purpose of this Agreement.
- e. To expend funds. This power shall be limited only by the availability of funds as set forth in Article III, Sections 4 and 9 of this Agreement.
- f. To sue and be sued in its own name.
- g. To make and enter into contracts for services.
- h. To incur debts, liabilities, and obligations, none of which shall become a debt, liability, or obligation of any Member Agency pursuant to California Government Code section 6508.1 (a) without the express written consent of that Member Agency, except that any debt, liability, or obligation of the Transit Agency with respect to retirement liabilities of the Transit Agency shall be a joint debt, liability, or obligation of each Member Agency if the Transit Agency contracts with a public retirement system.
- i. To provide and enter into agreements for transportation services to locations outside the jurisdiction and boundaries of any of the Member Agencies.
- j. To apply for and execute agreements for financial assistance from the State of California, U.S. Government, and other sources, and to obligate the Transit Agency to operate the public transportation system in accordance with the terms and conditions of said financial assistance.
- k. To purchase insurance.
- l. To employ staff, or to contract with the Member Agencies, or private vendors or individuals to provide the agency with necessary and appropriate services, including, but not limited to, an Executive Director and legal counsel. If the Transit Agency elects to employ its own staff, then the Board shall establish appropriate personnel rules and benefit programs, and determine whether to seek and approve membership in the Tulare County Employees Retirement Association, another established retirement/pension system, or make other retirement/pension options available for its employees.
- m. To adopt local debt policies pursuant to California Government Code section 8855.
- n. To adopt a Conflict-of-Interest Code pursuant to California Government Code section 87300.
- o. All other powers that are necessary and proper for the Transit Agency in order to provide public transportation services.

Article II Organization

Section 1: Governing Board of Directors

The powers of the Transit Agency are vested in its governing Board of Directors, hereafter called the "Board." The Board shall be composed of elected officials, hereafter called "Directors," from each Member Agency. Each Member Agency shall appoint one regular Director and one alternate Director to the Board. Each Director will serve at the pleasure of the Director's appointing authority; however, Directors who are members of the governing body of their respective Member Agencies shall cease to serve as Directors upon termination of that public office. The applicable appointing authorities shall fill vacancies on the Board of Directors.

The following shall sit as non-voting, *ex-officio* members of the Board:

- a. The Tulare County Association of Governments (TCAG) Board members sitting as the Public Transit Representative and Alternate (if different than an already seated Transit Agency Director).

Section 2: Officers

- a. The Board shall elect a Chair and Vice-Chair from among the Directors, and such other officers as the Board may deem necessary.

- b. The Chair shall preside at all meetings of the Board and generally shall perform all duties incident to the office of Chair and such other duties as may from time to time be assigned to such office by the Board.

- c. At the request of the Chair, or in case of his or her absence or disability, the Vice-Chair shall perform all duties of the Chair and, when so acting, shall have all the powers of, and be subject to all restrictions upon, the Chair. In addition, the Vice-Chair shall perform such other duties as may from time to time be assigned to that office by the Board of Directors or the Chair.

- d. The Chair, Vice-Chair, and such other officers as are elected by the Board each shall serve at the pleasure of the majority of the Board and be elected for a term of two years, with no limit on the number of terms served. Each such officer shall continue to serve until his or her successor is elected, or until his or her death, resignation, or removal from office by the majority of the Board, whichever occurs earlier.

- e. The Executive Director of the Transit Agency (provided for below) shall serve *ex-officio* as the Secretary of the Board. The Secretary shall (i) certify and keep at the office of the Transit Agency, or at such other place as the Board may order, the original or a copy of the Agreement, the Bylaws, and the other documents provided for below, as amended or otherwise altered; (ii) keep at the office of the Transit Agency, or at such other place as the Board may order, a book of minutes of all meetings of the Board, recording therein the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, and the proceedings thereat; (iii) see that all notices are duly given in accordance with the provisions of this Agreement, the Bylaws, or as required by law; (iv) be custodian of the records of the Transit Agency; (v) exhibit at all reasonable times to any Director, upon application, the Bylaws and minutes of the proceedings of the Board; and (vi) in general, perform all duties of the office of Secretary and such other duties as may from time to time be assigned to such office by the Board or the Chair.

- f. Any officer may resign at any time by giving written notice to the Board. Any such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in this Agreement for regular election or appointment to such office.

- g. With prior Board approval, the Chair, the Vice-Chair, or the Secretary is authorized to execute all documents in the name of the Transit Agency.

Section 3: Compensation

The members of the Board shall serve without compensation but shall receive reimbursement for actual and necessary travel expenses incurred in the performance of their duties and outlined in accordance with policies established by the Board.

Section 4: Executive Director

The Board shall appoint an Executive Director. The Executive Director shall serve at the pleasure of or upon the terms prescribed by the Board. The Executive Director so appointed may be an employee of a Member Agency, an employee of the Transit Agency, or an independent contractor (or employee of an independent contractor). Under rules and regulations provided by the Board, the powers and duties of the Executive Director are:

- a. To lead and coordinate the transit system of the Transit Agency and to be responsible to the Board for proper administration of all affairs of the Transit Agency.
- b. To appoint, assign, direct, supervise, and, subject to the personnel rules adopted by the Board, discipline or remove Transit Agency employees.
- c. To arrange for secondary support services, including: legal counsel, general services, office space, human resources, fiscal and administrative support, communications, information technology, payroll, and other support services necessary or convenient for the operation of the transit system and Transit Agency.
- d. To supervise and direct the preparation of the annual operating and capital improvement budgets, hereafter called "Budget", for the Board and be responsible for their administration after adoption by the Board.
- e. To formulate and present to the Board plans for transit facilities and/or services and the means to finance them.
- f. To supervise the planning, acquisition, construction, maintenance, and operation of the transit facilities and/or services of the Transit Agency.
- g. To provide regular performance updates to the Board.
- h. To attend all meetings of the Board and act as the Secretary of the Board. As Secretary, he or she shall cause to be kept minutes of all meetings of the Board, to cause a copy of the minutes of the previous Board meeting to be included with the agenda of the next regular meeting of the Board, and perform all of the duties prescribed in Section 2.e. above.
- i. To establish and maintain fare collection and deposit services.
- j. To organize and operate an ongoing transit marketing program, including special promotions.
- k. To evaluate and propose new programs and public transportation services, with implementation to occur as approved by the Board.
- l. To execute transfers within major budget units, in concurrence with the Treasurer/ Auditor-Controller of the Transit Agency, as long as the total expenditures of each major budget unit remain unchanged.
- m. To purchase or lease items, fixed assets, or services within the levels authorized in the applicable Budget.
- n. To lease buses, vans, and other transit vehicles on an "as needed" basis from public or private organizations when deemed necessary to assure continued reliability of service.

- o. To perform such other duties as the Board may require in carrying out the policies and directives of the Board.

Section 5: Meetings

The Board shall hold regular monthly meetings and shall establish a date, time, and place for those meetings. Meetings may be canceled by a vote of the Board. Special meetings may be called at any time by the Chair, or at the suggestion of the Executive Director, or upon written request by any two members of the Board. Each member shall receive written notice at least 24 hours in advance of any special meeting unless the member has specifically waived this required notice.

Section 6: Ralph M. Brown Act

All meetings of the Board shall be conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

Section 7: Quorum

A majority of the total membership of the Board shall constitute a quorum for the transaction of business.

Section 8: Voting

Regular business will be acted upon by approval of a quorum of the Board, with the exception of the following actions which shall require approval by a unanimous vote of the Directors present and voting at a regular or special meeting of the Board, provided that a quorum of the Board is present and voting:

- a. Approval of the Budget.
- b. Local Transportation Fund (LTF) Claims Approval for Submittal to TCAG.
- c. Withdrawal of an agency prior to completion of initial new membership term (per Article I, Section 2).
- d. Readmission of an agency that was a prior member of the Transit Agency and has since withdrawn.

Section 9: Policies and Procedures, Bylaws, Conflict-of-Interest Code, and Debt Policies

Within the first six (6) months of the Transit Agency's existence, the Board shall establish a Policies and Procedures Manual and Bylaws to govern the day-to-day operations of the Transit Agency, local debt policies pursuant to California Government Code section 8855, and a Conflict-of-Interest Code pursuant to California Government Code section 87300, all of which are not inconsistent either with applicable law or with this Agreement. Each Director and Member Agency shall receive a copy of the adopted Policies and Procedures Manual, the Bylaws, and the Conflict-of-Interest Code. Thereafter, the Board may amend or repeal any bylaw, regulation, policy, procedure or portion of the Conflict-of-Interest Code, provided that such action is not inconsistent with either the applicable law or this Agreement. The Executive Director

shall send to each Director and to each Member Agency all Bylaw amendments, and Debt Policy and Conflict-of-Interest Code revisions promptly after adoption by the Board.

Section 10: New Members

If a city or other eligible organization within the County of Tulare not a Party to this Agreement desires to join the Transit Agency, it may become a Member Agency subject to such terms and conditions as may be prescribed by the Board. Upon becoming a Member Agency, the new Member Agency shall become responsible for its share of the funding for public transportation provided by the Transit Agency. The new Member Agency's share of the funding shall be determined in the same manner as for the original Member Agencies, as set forth in Article III, Section 4, "Sources of Funds" of this Agreement.

If a new city is incorporated in Tulare County, it may become a Member Agency, subject to such terms and conditions as may be prescribed by the Board. Upon becoming a Member Agency, the new city shall become responsible for its share of the funding for public transportation provided by the Transit Agency. The new city's share of the funding shall be determined in the same manner as for the original Member Agencies as set for the in Article III, Section 4, "Sources of Funds" of this Agreement. Regardless of whether or not the new city elects to become a Member Agency, at the end of the fiscal year during which incorporation becomes effective, unless otherwise agreed among the new city, the County, and the Transit Agency, the County will no longer be responsible for funding public transportation within the area included in the new city.

New Member Agencies shall be required to maintain membership in this Agreement for the duration of the fiscal year in which the Member Agency joined, plus the following three (3) fiscal years.

Section 11: Change of Boundaries

In the case of annexations, reorganization of transit services and costs due to new jurisdictional boundaries will occur. Funding for transit services provided within Member Agencies' jurisdictions shall be determined as set forth in Article III, Section 4, "Source of Funds" of this Agreement.

Section 12: Ratification and Effective Date

This Agreement shall become effective upon ratification by the legislative bodies of all participating agencies. This Agreement shall be dated and shall be effective upon the last date ratified by a Member Agency.

Section 13: Amendment of Agreement

This Agreement may be amended at any time by a supplemental written agreement executed by all Parties. Amendments may be made only with the unanimous approval of the legislative bodies of all of the Member Agencies.

Section 14: Withdrawal and Readmission of Member Agencies

Any Party to this Agreement may, on or before May 1 of any year, give written notice to the Transit Agency that it is withdrawing from the Transit Agency and terminating its rights and duties under the Agreement at the end of the fiscal year, and such notice shall have the same effect on the 30th day of June thereafter. Withdrawal at any other time requires approval of the Board per Article II, Section 8.

If a Member Agency chooses to withdraw, it nevertheless shall be responsible for its share of all Transit Agency contractual obligations in force on the effective date of withdrawal. Said share shall be determined in accordance with Article III, Section 4, “Sources of Funds” of this Agreement. The withdrawing agency shall remain responsible for said contractual obligations until the involved contracts legally expire or until the obligations can be changed or eliminated by negotiations between the contracting parties.

Each of the Parties to this Agreement hereby agrees that if it should withdraw from the Transit Agency and give up its rights and duties under this Agreement, as provided hereinabove, and the Transit Agency is not dissolved as a result of said withdrawal, then such withdrawing Party waives its right to any refund of contributions previously made by such Party to the Transit Agency and relinquishes to the Transit Agency all right, title, and interest it may have in any property of the Transit Agency.

After finalization of Member Agency withdrawal, that agency will be eligible to re-enter into this Agreement after one full fiscal year has passed. When any Party has ceased to be a Party to this Agreement, it shall not be entitled to again become a Party to this Agreement except upon unanimous consent of the Board and upon such terms and conditions as may be imposed by unanimous action of the Board.

Section 15: Duration of Agreement

This Agreement shall continue in full force and effect until termination is approved by all or by all but one of the legislative bodies of the Member Agencies, or until withdrawals have reduced the number of Member Agencies to less than two.

In the case of termination, contractual obligations shall be met in the same manner as specified for withdrawals in Article II, Section 14, “Withdrawal and Readmission of Member Agencies” of this Agreement.

Section 16: Distribution of Surplus Money and Property

Pursuant to California Government Code Sections 6511 and 6512, in the event that this Agreement is terminated, then all surplus money and property of the Transit Agency shall be distributed to the Member Agencies in proportion to the most recent annual contributions made by the Member Agencies under the terms of Article III, Section 4, “Source of Funds” of this Agreement. In the case of property, the Member Agencies may elect to receive their shares of the property in kind or may request that their shares be sold and the money distributed in the manner prescribed in this Section.

Section 17: Notification of Secretary of State, State Controller, and Local Agency Formation Commission

Pursuant to California Government Code Sections 6503.5 and 6503.6, the Transit Agency shall, within thirty (30) days of the effective date of this Agreement or amendment thereto, cause (a) a notice of the Agreement or amendment to be prepared and filed with the office of the California Secretary of State, (b) a full copy of the Agreement or amendment to be filed with the State Controller, and (c) a full copy of the Agreement or amendment to be filed with the Tulare County Local Agency Formation Commission.

**Article III
Financial and Service Level Provisions**

Section 1: Fiscal Year and Budget

The fiscal year for the Transit Agency shall be July 1 through June 30 of the following calendar year.

The Board shall adopt an Annual Budget prior to the beginning of each fiscal year. Except as otherwise provided in Article III, Section 4 of this Agreement, a unanimous vote of approval by all Directors present and voting at a regular or special meeting of the Board, which must be a quorum, shall be required for the adoption of the Budget.

The Annual Budget may carry forward funds for future fiscal years where necessary to reflect obligations under state or federal funding or grant agreements.

Section 2: Level of Service

The minimum level of public transit service provided within the jurisdiction of each Member Agency shall be established by the Transit Agency. The Transit Agency shall set levels of service based on appropriate established criteria, including: needs of residents, service performance, TCAG performance measures and other requirements, Title VI compliance, and any other criteria deemed a) appropriate by the Transit Agency and/or b) required by law. Unmet needs found reasonable to meet will also be implemented as required.

Costs of services above the minimum level of service as set by the Transit Agency shall be calculated based upon the marginal increase in cost, plus an allocation of fixed costs of the additional services based upon the proportion of vehicle hours of the new service to the total vehicle hours provided by the Transit Agency, and shall be charged to and paid by the requesting Member Agency.

Section 3: Service Changes

Transportation Development Act (TDA)-funded services may be adjusted from time to time as deemed appropriate by the Board. Additionally, each Member Agency, by resolution of its governing body, may submit a request for changes in the services funded through TDA within said Member Agency's jurisdictional boundaries. Said request shall include a description of the requested changes.

In reviewing requests for service increases, the Transit Agency shall consider:

- a. Whether such changes are in substantial conformance with applicable plans, such as transit plans and the Regional Transportation Plan, and comply with required minimum levels of service.
- b. Whether there is sufficient funding available to implement the proposed service change.
- c. Whether there is sufficient personnel, operating capacity, and capital resources available to implement such services.
- d. Whether changes are permissible under state and federal law, and including Transit Agency's willingness and ability to implement necessary actions required for requested changes.

In reviewing requests for service decreases that will amount to a funding reduction of ten (10) percent or more from the requesting agency's share, the Transit Agency shall require up to six (6) months to negotiate changes with the requesting Member Agency and to implement any reductions approved by the Board. The Transit Agency shall consider whether such changes are in substantial conformance with applicable plans, such as transit plans and the Regional Transportation Plan, and comply with required minimum levels of service.

Section 4: Sources of Funds

The Transit Agency shall have the authority to apply for any funds available for transit purposes from any regional, local, state, or federal sources. Claims for Local Transportation Funds must be unanimously approved by Directors present at a regular or special meeting of the Board and voting on the matter, which must be a quorum.

Each Member Agency shall make an annual contribution to the Transit Agency. The contribution shall be the member's pro rata share of the Transit Agency's annual budget, less any transit assistance funds that can only be used for transit. The pro rata share shall be based on one-half on the ratios of populations within a member's jurisdictional boundary (excluding the population of any non-member jurisdiction), and one-half on ratios of transit service hours available to each Member Agency. Notwithstanding the foregoing, while any debt incurred by the Transit Agency in accordance with this Agreement remains outstanding, (i) the annual budget of the Transit Agency shall include the aggregate amount of all principal and/or interest payments payable on such debt for each application fiscal year (which aggregate amount so budgeted shall be deemed approved by all Member Agencies, whether or not the annual budget, as a whole, has been approved in accordance with Article III, Section 1 of this Agreement), and (ii) each Member Agency which is a member on the date on which the Transit Agency incurs the applicable debt, shall be obligated to annually contribute its Local Transportation Funds (Government Code section 29530 et seq.), to the Transit Agency (whether the Member Agency remains a member or withdraws as a member of the Transit Agency).

Population figures shall be those published by the California Department of Finance. Transit service hour ratios shall be developed by TCAG or Transit Agency staff, as applicable, and shall be included as part of the Annual Budget.

Section 5: Transfer of Transit-Related Assets

Upon the effective date of this Agreement, each Member Agency shall consider the transfer to the Transit Agency, or retention, of the agency's existing transit-related assets. The terms and conditions for transfers and/or lease of assets shall be negotiated between the Transit Agency and applicable Member Agency. The Executive Director shall establish policies and procedures for maintaining assets and the use of assets necessary to provide public transportation services within its service area, including requirements for Transit Agency pre-approval of alterations and improvements.

Section 6: New Assets

Upon the effective date of this Agreement, the Transit Agency will become responsible for the purchase all new transit vehicles and related equipment, at a minimum, for the provision of services within its service area.

Section 7: Assignment of Federal Transit Administration (FTA) Contracts and Grant Application Authority

Subject to FTA and Transit Agency approval, Member Agencies may assign existing FTA contracts and policies, including contractual requirements, assurances, and responsibilities, over to the Transit Agency. The Executive Director shall be authorized to prepare, submit, and execute grant applications for the use of FTA operating, planning, and capital funds, as well as other state, federal, and local funds that may become available.

Section 8: Service Agreements

Upon the effective date of this Agreement, the Transit Agency shall work with Member Agencies to assume service agreements, if possible and feasible, for services necessary for the operation of the Transit Agency and for provision of service within its service area. Where service agreements cannot be assumed, the Transit Agency will work with contracting Member Agencies to utilize services until such time that the agreements are terminated, as necessary and appropriate. A Member Agency shall not enter into new transit service agreements as required for operation of the Transit Agency once its existing transit service agreements are terminated.

Section 9: Limitation of Financial Commitment

Except as provided in Article III, Section 4 of this Agreement, the Transit Agency shall not obligate Member Agencies to expenditure of general funds for transit purposes.

Section 10: Investment of Funds

Pursuant to California Government Code section 6509.5, the Transit Agency shall have the power to invest any money in the treasury pursuant to California Government Code section 6505.5 that is not required for

the immediate necessities of the Transit Agency, as the Board determines is advisable, in the same manner and upon the same conditions as local agencies pursuant to California Government Code section 53601.

Article IV

Miscellaneous provisions

Section 1: Treasurer and Auditor

Pursuant to California Government Code Section 6505.5, the County Treasurer and County Auditor of the County of Tulare are hereby designated as Treasurer and Auditor of the Transit Agency. As such, they shall have the powers, duties, and responsibilities as set forth in said section of the Government Code. The County shall be compensated for the services rendered. The amount and method of compensation agreed upon between the County and Transit Agency shall be set forth in the Annual Budget of the Transit Agency.

Section 2: Annual Audit

The Board shall cause an annual audit to be prepared and filed pursuant to California Government Code Section 6505. The Transit Agency shall pay the cost of such audit whether conducted by the County Auditor or an independent auditor.

Section 3: Official Bonds

Pursuant to California Government Code Section 6505.1, the Board shall require the official bonds be filed by any officers, employees, or agents, which have access to the property of the Transit Agency. The cost of said bonds shall be borne by the Transit Agency.

Section 4: Purchasing Procedures

The Board may establish purchasing procedures and policies to ensure the Transit Agency receives competitive prices for the lease or purchase of goods and services. Formal bidding shall not be required unless specifically directed by the Board or required by applicable state or federal law.

Section 5: Indemnification

The Transit Agency shall indemnify, defend, and hold harmless the Member Agencies, their officers, agents, and employees, and members of the Board of Directors, their officers, agents, and employees, and committee members, their officers, agents, and employees, from and against any and all claims and losses whatsoever, occurring or resulting to persons, firms, or corporations furnishing or supplying work, services, materials or supplies to the Transit Agency in connection with the performance of this Agreement, and, except as expressly provided by law, from any and all claims and losses accruing or resulting to any persons, firm or corporation, for damage, injury, or death arising out of or connected with the Transit Agency's performance of its obligations under this Agreement. Nothing herein shall limit the right of the Transit Agency to purchase insurance or to create a self-insurance mechanism to provide coverage for the foregoing indemnity.

In this regard, the Member Agencies do not intend hereby to be obligated either jointly or severally for the debts, liabilities or obligations of the Transit Agency, except as may be specifically provided for in California Government Code Section 895.2 as amended or supplemented. Provided, however, if any Member Agency is, under such applicable law, held liable for the acts or omissions of the Transit Agency caused by negligent or wrongful act or omission occurring in the performance of this Agreement, then such parties shall be entitled to contribution from the other Member Agencies so that after said contributions each Member Agency shall bear a proportionate share of such liability, in ratios consistent with those provided for in Article III, section 4 above. This Section 5 of Article IV does not apply to acts or omissions of a Member Agency in implementing the public transit system approved by the Transit Agency within such Member Agency's boundaries and managed in whole or in part by such Member Agency.

Section 6: Privileges and Immunities

All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of officers, agents or employees of any Member Agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the auspices of the Transit Agency and the provisions of this Agreement.

Section 7: Finance or Refinance Acquisition of Transit Equipment

- a. Pursuant to California Government Code section 6518, the Transit Agency, without being subject to any limitations of any Party to the Agreement pursuant to California Government Code section 6509, may also finance or refinance the acquisition or transfer of transit equipment or transfer federal income tax benefits with respect to any transit equipment by executing agreements, leases, purchase agreements, and equipment trust certificates in the forms customarily used by a private corporation engaged in the transit business to effect purchases of transit equipment, and dispose of the equipment trust certificates by negotiation or public sale upon terms and conditions authorized by the parties to the agreement. Payment for transit equipment, or rentals therefor, may be made in installments, and the deferred installments may be evidenced by equipment trust certificates payable from any source or sources of funds specified in the equipment trust certificates that are authorized by the parties to the agreement. Title to the transit equipment shall not vest in the Transit Agency until the equipment trust certificates are paid.
- b. If the Transit Agency finances or refinances transit equipment or transfers federal income tax benefits with respect to transit equipment under subdivision (a), it may provide in the agreement to purchase or lease transit equipment any of the following:
 - (1) A direction that the vendor or lessor shall sell and assign or lease the transit equipment to a bank or trust company, duly authorized to transact business in the state as trustee, for the benefit and security of the equipment trust certificates.
 - (2) A direction that the trustee shall deliver the transit equipment to one or more designated officers of the Transit Agency.
 - (3) An authorization for the Transit Agency to execute and deliver simultaneously therewith an installment purchase agreement or a lease of equipment to the Transit Agency.

- c. If the Transit Agency finances or refinances transit equipment or transfers federal income tax benefits with respect to transit equipment under subdivision (a), then it shall do all of the following:
 - (1) Have each agreement or lease duly acknowledged before a person authorized by law to take acknowledgments of deeds and be acknowledged in the form required for acknowledgment of deeds.
 - (2) Have each agreement, lease, or equipment trust certificate authorized by resolution of the Board.
 - (3) Include in each agreement, lease, or equipment trust certificate any covenants, conditions, or provisions that may be deemed necessary or appropriate to ensure the payment of the equipment trust certificate from legally available sources of funds, as specified in the equipment trust certificates.
 - (4) Provide that the covenants, conditions, and provisions of an agreement, lease, or equipment trust certificate do not conflict with any of the provisions of any trust agreement securing the payment of any bond, note, or certificate of the Transit Agency.
 - (5) File an executed copy of each agreement, lease, or equipment trust certificate in the office of the California Secretary of State, and pay the fee, as set forth in paragraph (3) of subdivision (a) of Section 12195 of the Government Code, for each copy filed
- d. The Transit Agency acknowledges that California Secretary of State may charge a fee for the filing of an agreement, lease, or equipment trust certificate under California Government Code section 6518. The agreement, lease, or equipment trust certificate shall be accepted for filing only if it expressly states thereon in an appropriate manner that it is filed under California Government Code section 6518. The filing constitutes notice of the agreement, lease, or equipment trust certificate to any subsequent judgment creditor or any subsequent purchaser.
- e. Each vehicle purchased or leased under California Government Code section 6518 shall have the name of the owner or lessor plainly marked on both sides thereof followed by the appropriate words "Owner and Lessor" or "Owner and Vendor," as the case may be.

Section 8: Issuance of Revenue Bonds or Other Debt

Pursuant to Article 2, commencing with section 6540, of Chapter 5 of Division 7 of Title 1 of the California Government Code and upon the affirmative authorization of each of the Member Agencies, the Transit Agency may issue revenue bonds or other forms of indebtedness, including refunding bonds, pursuant to that article to pay the cost and expenses of acquiring or constructing mass transit facilities or vehicles, including any or all expenses incidental thereto or connected therewith, and such expenses may include engineering, inspection, legal and fiscal agents' fees, costs of the issuance and sale of said bonds, working capital, reserve fund, and bond interest estimated to accrue during the construction period and for a period of not to exceed 12 months after completion of construction. The proceeds of the bonds shall be used only for the project provided for in the indenture pursuant to which such revenue bonds are issued. Pursuant to California Government Code section 6547.8, no Director shall be personally liable on the bonds or subject to any personal liability by reason of the issuance of bonds pursuant to this authority. Pursuant to California Government Code section 6551, said revenue bonds shall not constitute a debt,

liability, or obligation of any Member Agency unless that Member Agency has given its express written consent to such obligation.

Section 9: Insurance

The Transit Agency shall obtain insurance for all Directors and Member Agencies, including, but not limited to, directors and officers liability insurance, and general liability insurance, containing policy limits in such amounts as the Board shall determine will be necessary to adequately insure against the risks of liability that may be incurred by the Transit Agency.

Section 10: Dispute Resolution Procedures

This Section shall govern the resolution of all controversies or claims among or between the Parties, including those that may arise between the Transit Agency and a Member Agency, that arise from or are related to this Agreement and any modifications hereto (collectively, "Arbitrable Disputes"). Wherever this Agreement makes reference to any means of resolving Arbitrable Disputes among or between the Parties, and/or the Transit Agency and a Member Agency, the Parties agree to follow the meet and confer and mediation procedure described below prior to initiating any litigation to resolve the dispute. Pending the resolution of any dispute hereunder, the Transit Agency and each Party shall continue to perform or otherwise fulfill its obligations under the Agreement. For convenience, the parties to a particular dispute are referred to in this Article as the "Disputants" and may include one or more Member Agencies and /or the Transit Agency.

- a. **Opportunity to Cure.** Notwithstanding any other provision in this Agreement, no Disputant may terminate the Agreement or pursue any remedy for any breach of this Agreement without first giving the applicable Party written notice of such breach and a reasonable time, not less than thirty (30) days, within which to cure such breach.
- b. **Voluntary Resolution, Meet and Confer Obligation.** In recognition of the government-to-government relationships of the Parties, the Disputants will make their best efforts to resolve disputes that occur under this Agreement by good faith negotiations whenever possible. Therefore, without prejudice to the right of any Disputant to seek injunctive relief against the other(s) pursuant to this Section 10, subsection e., when circumstances are deemed to require injunctive relief, the Parties hereby establish a threshold requirement that disputes between or among the Disputants first be subject to a process of meeting and conferring in good faith in order to allow the opportunity to cure any breach of contract issue between or among the Disputants, and to foster a spirit of cooperation and efficiency in the administration and monitoring of performance and compliance by each other with the terms, provisions, and conditions of this Agreement, as follows:
 - (1) Any Disputant shall give the other applicable Disputant(s), as soon as possible after the event giving rise to the concern, written notice setting forth, with specificity, the issues to be resolved. Notice shall be provided consistent with Section 11 below. Said notice shall suggest a date, time and place for the meeting. The Disputants may jointly decide to meet at another time and place; provided, however, the Disputants agree that such meeting shall commence within fifteen (15) calendar days after the date that the original

notice was given to the applicable Party, unless the Disputants agree that there is good cause to extend this time limit.

- (2) The Disputants agree that the meet and confer, including proceedings or discussions concerning the proposed meet and confer, is to be considered a confidential settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during a meet and confer by any Party or a Party's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or be admissible for any purpose, including impeachment, in any litigation or other proceeding, including mediation, involving the Disputants; provided, however, that evidence otherwise subject to discovery or otherwise admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the meet and confer.
 - (3) Absent mutual consent of the Disputants, if a noticed meeting fails to commence within the fifteen (15) calendar day period, or if a reasonable attempt to schedule or reschedule the meeting has not been made within those fifteen (15) calendar days, then the meet and confer obligation imposed under this Section shall be deemed to have been satisfied and the Disputants shall be free to pursue their rights and remedies under this Section 10, unless the reason for such failure to meet and confer is the refusal of the Party asserting a claim to participate in the meet and confer, in which event said claim will be deemed to have been waived.
 - (4) If the dispute is not resolved to the satisfaction of the Disputants within thirty (30) calendar days after the first meeting, then upon the written request of any Disputant, the dispute may be submitted to non-binding mediation in accordance with Subsection c of this section ("Mediation Request"). The disputes submitted to non-binding mediation shall be limited to claims that this Agreement has been breached by one or more Disputants or the Transit Agency.
- c. **Mediation.** In the event a dispute arising under this Agreement is not resolved through the above-described meet and confer process, then within thirty (30) days after notice is provided through a Mediation Request, the Disputants to the dispute agree to participate in non-binding mediation administered by a mediator, mutually agreed to by the Disputants, to help mediate and settle the dispute as soon as practicable. The mediation shall proceed as follows:
- (1) The mediation shall be held at a mutually agreeable location within Tulare County, California.
 - (2) The Disputants shall work together to select a single mediator, but if the Disputants cannot agree on a mediator within forty-five (45) calendar days of the Mediation Request, then each Disputant will provide the others with three (3) names of proposed mediators based on substantive and procedural knowledge, availability, and location. Each Disputant will have an opportunity to strike one (1) name from the list provided by the other Disputants and rank the remaining two (2) names 1-2, with one (1) being the most favorable. The Disputants shall then exchange lists of proposed mediators and the ranking numbers from each Disputant will be added together; the proposed mediator whose combined ranking number is the lowest, which is most favorable, will be deemed to have been chosen to serve as mediator for the particular dispute (the "Mediator"). If any Disputant

fails to act within the forty-five (45) calendar day period, then the mediator shall be appointed by Fresno, California office of the American Arbitration Association ("AAA") in accordance with applicable AAA Commercial Arbitration Rules for large, complex commercial disputes.

- (3) The Mediator shall meet with and hear presentations by the Disputants as soon as practicable after appointment.
 - (4) Mediation will be conducted consistent with California Evidence Code Sections 1115-1129, this Section 10, and, to the extent practicable, the Commercial Mediation Procedures of the American Arbitration Association ("AAA"). The Mediator shall owe a professional duty to all Disputants, and shall be barred from testifying in any litigation or arbitration concerning any information obtained or disclosed in the course of the mediation.
 - (5) Each Disputant shall bear its own costs and attorneys' fees, and an equal proportionate share of all fees and expenses of the Mediator.
 - (6) Unless otherwise agreed upon by the Disputants in writing, the mediation shall be completed within ninety (90) days of the selection of the Mediator.
 - (7) The Mediator's recommendations shall not be binding on or admissible against any Disputant. The Arbitrable Dispute shall be resolved in accordance with the litigation provisions set forth in Subsection d. below if: (1) a Disputant elects to reject the Mediator's recommendations; or (2) the Mediator does not meet with the Disputants.
 - (8) The Disputants agree that the mediation, including proceedings or discussions concerning the mediation, is to be considered a confidential settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during the mediation by any Disputant or a Disputant's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding involving the Disputants; provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the mediation.
- d. **Litigation.** Following the satisfaction of the meet and confer and mediation requirements, any controversy(ies) or claim(s) arising out of or relating to this Agreement that was not resolved during the meet and confer or mediation process (as applicable) may be resolved through litigation by or among the Disputants.
- e. **Expedited Procedure for Threats to Public Safety**
- (1) **Judicial Litigation.** If any Disputant reasonably believes that another Disputant's violation of this Agreement has caused or will cause an imminent and significant threat to public health or safety, resolution of which cannot be delayed for time periods otherwise specified in this Section 10, then the complaining Disputant may proceed with judicial litigation consistent with the provisions of this Section 10.
 - (2) The Parties consent to the jurisdiction of the Tulare County Superior Court for purposes of obtaining declaratory relief and specific performance under this Subsection.

Section 11: Notice

All notices required by this Agreement will be deemed to have been given when made in writing and personally delivered or mailed to the respective representatives of Parties at their respective addresses on file with the Transit Agency. Any Party may change the address to which such communications are to be given by providing the other Parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change. All notices will be effective upon receipt and will be deemed received through delivery if personally served, or on the fifth (5th) day following deposit in the mail.

Section 12: No Third Party Beneficiaries and No Assignment

This Agreement is not intended to, and will not be construed to, confer a benefit or create any right for any person or entity that is not a Party. The Parties agree that this Agreement and any of the obligations of the Parties under this Agreement may not be assigned to any third party and that no third party possesses the right or power to bring an action to enforce any of the terms of this Agreement.

Section 13: Waiver

The waiver by any Party or any of its officers, agents or employees or the failure of any other Party or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement, shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

Section 14: Authorized Representatives

The persons executing this Agreement on behalf of the Parties hereto affirmatively represent that each has the requisite legal authority to enter into this Agreement on behalf of their respective Parties and to bind their respective Parties to the terms and conditions of this Agreement. The persons executing this Agreement on behalf of their respective Parties understand that all Parties are relying on these representations in entering into this Agreement.

Section 15: Successors in Interest

The terms of this Agreement will be binding on all successors in interest of each Party.

Section 16: Severability

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. The Parties shall endeavor in good faith negotiations to replace the prohibited or unenforceable provision with a valid provision, with the economic effect of which comes as close as possible to that of the prohibited or unenforceable provision in accordance with Article IV, section 10 of this Agreement.

Section 17: Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter, and supersedes all prior negotiations, representations, or other agreements, whether written or oral. In the event of a dispute among the Parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement will be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any Party to this Agreement. Headings contained in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 18: Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

Section 19: Counterparts

The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document. A signed copy or signed counterpart of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of a signed original or signed copy of this Agreement.

Section 20: Manual or Electronic Signatures

The Parties may sign this Agreement by means of manual or electronic signatures. The Parties agree that the electronic signature of a Party, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as a manual signature. For purposes of this Agreement, the term “electronic signature” means any electronic sound, symbol, or process attached to or logically associated with this Agreement and executed and adopted by a Party with the intent to sign this Agreement, including facsimile, portable document format, or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17), as it may be amended from time to time.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGES]

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

COUNTY OF TULARE

By _____
Chair, Board of Supervisors

Attest: Jason T Britt, County Administrative Officer/Clerk of the Board of Supervisors

By _____

Approved as to Form:
COUNTY COUNSEL

By _____
Deputy (Matter No. 20192039)

CITY OF TULARE

By _____
Mayor

Attest:

By _____
Tulare City Clerk

Approved as to Form:

By _____
Tulare City Attorney

CITY OF EXETER

By _____
Mayor

Attest:

By _____
Exeter City Clerk

Approved as to Form:

By _____
Exeter City Attorney

CITY OF FARMERSVILLE

By _____
Mayor

Attest:

By _____
Farmersville City Clerk

Approved as to Form:

By _____
Farmersville City Attorney

CITY OF LINDSAY

By _____
Mayor

Attest:

By _____
Lindsay City Clerk

Approved as to Form:

By _____
Lindsay City Attorney

CITY OF PORTERVILLE

By _____
Mayor

Attest:

By _____
Porterville City Clerk

Approved as to Form:

By _____
Porterville City Attorney

CITY OF WOODLAKE

By _____
Mayor

Attest:

By _____
Woodlake City Clerk

Approved as to Form:

By _____
Woodlake City Attorney

TULE RIVER INDIAN TRIBE

By _____
Chairperson

Approved as to Form:

By _____
Tule River Tribal Attorney

TCRTA
Profit Loss Statement
FYTD February 28, 2023

Account	Account Description	FY 22-23	Actuals	Difference
4801	Interest		12,604	(12,604)
5220	Other Revenue - SCE	800,000		800,000
5220	Other Revenue - SJVAPCD	400,000		400,000
5220	Other Revenue - AHSC	1,581,585	403,591	1,177,994
5054	State Funds STA	3,328,956		3,328,956
5054	State Funds LTF	3,661,302	924,235	2,737,067
5054	State Funds LCTOP	902,580	1,045,911	(143,331)
5054	State Funds TIRCP	9,145,877		9,145,877
5054	PTMISEA Dinuba Fare System	51,455		51,455
5054	Grants Other (SGR/SB1 Capital)	1,429,188		1,429,188
5700	Federal Funds 5307 (ARPA)	739,290		739,290
5700	Federal Funds 5307 (FTA Claims)	7,835,719		7,835,719
5700	Federal Funds 5311 Cares Act Funding	2,533,398		2,533,398
5700	Federal Funds 5311 (Operating)	1,258,194		1,258,194
5700	Federal Funds 5339 (Dinuba)	243,455		243,455
5700	Federal Funds 5339a	1,912,500		1,912,500
5700	CMAQ (STBGP)	3,086,000		3,086,000
5700	CMAQ (Micro Transit)	1,471,098		1,471,098
5700	CMAQ (Capital)	1,750,000		1,750,000
5835	HVIP	3,012,000		3,012,000
5835	Advertising	130,000	22,912	107,088
5835	Measure R Transit Funds	3,320,000	1,047,500	2,272,500
5835	Measure R Revenues (Other financing sources)	4,445		4,445
5835	MR Innovation & Tech Funds	1,000,000		1,000,000
5835	Public Transit Passenger Fares (Micro Transit)	130,000	114,302	15,698
5873	Public Transit Passenger Fares (Regular)	459,000	235,530	223,470
	Total Revenues	50,186,042	3,806,585	46,379,457
7000	Operating Supplies	1,160	13	1,148
7005	Communications	107,890	35,883	72,007
7010	Insurance	265,133	138,588	126,545
7021	Repair & Maintenance Facility	202,739	44	202,695
7024	Maintenance-Bldg. & Improvements (TCAG)	50	0	50
7036	Office Expense	186,940	72,954	113,986
7040	Courier / Mail	700	0	700
7043	Safety and Security	100,000		100,000
7043	Professional and Specialized Expense	712,216		712,216
7043	Contractual Services	16,393,222	7,424,145	8,969,077
7059	Publications/Dues/Memberships/ Legal Notices	1,000	715	285
7062	Rent	11,000	31,810	(20,810)
7066	Salaries and Employee Benefits (TCAG Staff Support)	45,000		45,000
7066	Salaries and Benefits TCRTA Staff	804,989	155,788	649,201
7066	Workers' Comp Ins	3,306		3,306
7066	Advertising (Outreach)	35,000		35,000
7066	Special Dept Expense (RMA, County Counsel & Porterville Staff)	89,367	43,606	45,761
7073	Transpiration, Travel & Training	7,000	10,756	(3,756)
7081	Utilities	172,000	48,020	123,980
8345	Capital Improvement Program	30,047,330	14,194	30,033,137
8345	Innovations & Tech	1,000,000	548,980	451,020
	Total Expense	50,186,042	8,525,496	41,660,546
	Net Profit(Loss)	0	(4,718,910)	4,718,910

Tulare County Regional Transit Agency

AGENDA ITEM VIII-A

April 12, 2023

Prepared by Leslie Davis, TCAG Finance Director

SUBJECT:

Action: Revenue Status and Financial Statement as of March 31, 2023

BACKGROUND:

The following Financial Statement as of March 31, 2023, provides year-to-date Revenues and Expenses compared to the Fiscal Year 2022-2023 Budget.

DISCUSSION:

The following Financial Statement as of March 31, 2023, provides year-to-date Revenues and Expenses compared to the Fiscal Year 2022-2023 Budget. Revenues received for passenger fares, Micro Transit and Regular Transit fares, are averaging about \$48K monthly. The Agency has received CRRSSA funding in the amount of \$1,409,991 and LCTOP funding of \$1,045,911. Another major source of income this fiscal year is Measure R in the amount of \$1,047,500.

Local Transportation Funding (LTF) is pending for the fiscal year 22/23, with a claim value not to exceed \$3,162K and is expected within the next 30 days; as is 5307 funding in the amount of \$ 2,158K for Cities of Porterville and Tulare.

RECOMMENDATION:

That the Tulare County Regional Transit Agency Board of Directors receive and file the Financial Statement as of March 31, 2023.

FISCAL IMPACT:

None

ATTACHMENT:

1. Financial Statement as of March 31, 2023

Account	Account Description	FY 22-23	Actuals to 3-31-2023	Difference
4801	Interest		12,604	(12,604)
5220	Other Revenue - SCE	800,000		800,000
5220	Other Revenue - SJVAPCD	400,000		400,000
5220	Other Revenue - AHSC	1,581,585	1,409,991	171,594
5054	State Funds STA	3,328,956		3,328,956
5054	State Funds LTF	3,661,302	924,235	2,737,067
5054	State Funds LCTOP	902,580	1,045,911	(143,331)
5054	State Funds TIRCP	9,145,877		9,145,877
5054	PTMISEA Dinuba Fare System	51,455		51,455
5054	Grants Other (SGR/SB1 Capital)	1,429,188		1,429,188
5700	Federal Funds 5307 (ARPA)	739,290		739,290
5700	Federal Funds 5307 (FTA Claims)	7,835,719		7,835,719
5700	Federal Funds 5311 Cares Act Funding	2,533,398		2,533,398
5700	Federal Funds 5311 (Operating)	1,258,194		1,258,194
5700	Federal Funds 5339 (Dinuba)	243,455		243,455
5700	Federal Funds 5339a	1,912,500		1,912,500
5700	CMAQ (STBGP)	3,086,000		3,086,000
5700	CMAQ (Micro Transit)	1,471,098		1,471,098
5700	CMAQ (Capital)	1,750,000		1,750,000
5835	HVIP	3,012,000		3,012,000
5835	Advertising	130,000	22,912	107,088
5835	Measure R Transit Funds	3,320,000	1,047,500	2,272,500
5835	Measure R Revenues (Other financing sources)	4,445		4,445
5835	MR Innovation & Tech Funds	1,000,000		1,000,000
5835	Public Transit Passenger Fares (Micro Transit)	130,000	117,152	12,848
5873	Public Transit Passenger Fares (Regular)	459,000	318,762	140,238
	Total Revenues	50,186,042	4,899,068	45,286,974
7000	Operating Supplies	1,160		1,160
7005	Communications	107,890	30,243	77,647
7010	Insurance	265,133	138,588	126,545
7021	Repair & Maintenance Facility	202,739		202,739
7024	Maintenance-Bldg. & Improvements (TCAG)	50	82	(32)
7036	Office Expense	186,940	73,774	113,166
7040	Courier / Mail	700		700
7043	Safety and Security	100,000		100,000
7043	Professional and Specialized Expense	712,216		712,216
7043	Contractual Services	16,393,222	8,088,225	8,304,997
7059	Publications/Dues/Memberships/ Legal Notices	1,000	715	285
7062	Rent	11,000	25,630	(14,630)
7066	Salaries and Employee Benefits (TCAG Staff Support)	45,000		45,000
7066	Salaries and Benefits TCRTA Staff	804,989	273,185	531,804
7066	Workers' Comp Ins	3,306		3,306
7066	Advertising (Outreach)	35,000		35,000
7066	Special Dept Expense (RMA, County Counsel & Porterville Staff)	89,367	0	89,367
7073	Transpiration, Travel & Training	7,000	11,140	(4,140)
7081	Utilities	172,000	53,517	118,483
8345	Capital Improvement Program	30,047,330	14,194	30,033,137
8345	Innovations & Tech	1,000,000	559,384	440,616
	Total Expense	50,186,042	9,268,676	40,917,366
	Net Profit(Loss)	0	(4,369,609)	4,369,609



TCRTA

Tulare County Regional Transit Agency

Tulare County Regional Transit Agency
559.623.0450
210 North Church Street Suite B
Visalia, CA 93291
www.tularecog.org

September 15, 2022

Mr. Jason Britt, County of Tulare
Mr. John Lollis, City of Porterville
Mr. Marc Mondell, City of Tulare
Mr. Luis Patlan, City of Dinuba
Mr. Ramon Lara, City of Woodlake

RE: TCRTA Request for Financial Support

County Administrator and City Manager's,

As of September 15, 2022, TCRTA has not received its expected local, state, and federal funding to pay for transit operating expenses for FY 2022-2023. However, TCRTA is expecting revenues to be accessible to the agency on or before November 1, 2022.

To maintain a positive financial position and to prevent disruption in transit service, TCRTA is requesting financial support, based on the member agency's proportional amount, for anticipated expenses from July 1, 2022, through October 31, 2022. The table below is the distribution amount based on service hours.

Financial Support Request

Member Agency	Proportional %	Amount
City of Porterville	32%	\$1,600,000
City of Tulare	30%	\$1,500,000
County of Tulare	30%	\$1,500,000
City of Dinuba	7%	\$350,000
<u>City of Woodlake</u>	<u>1%</u>	<u>\$50,000</u>
Total		\$5,000,000

In addition, TCRTA has committed to obtaining additional financial administration support from the County of Tulare, including financial software and YTD financial reports; the ability to proceed with hiring TCRTA staff; and working with member agencies to develop a reserve policy and five-year financial plan within the next six months.

Should you have any questions, please contact me directly at (559) 623-0452 or rtree@tularecog.ca.gov.

Sincerely,

Richard I. Tree

Richard Tree, Executive Director
Tulare County Regional Transit Agency



CITY COUNCIL AGENDA – SEPTEMBER 20, 2022

SUBJECT: Tulare County Regional Transit Agency Request for Financial Support

SOURCE: City Manager's Office

COMMENT: On August 11, 2020, the TCRTA became the established regional transit authority for the County of Tulare and the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare and Woodlake. During the past two years while the TCRTA was being formed and becoming a recognized transit recipient by the Federal Transit Administration (FTA), the member agencies continued to independently fund with Local Transportation Fund (LTF) and operate its transit operations.

Beginning July 1, 2022, the TCRTA assumed responsibility for funding and operating the transit operations for the member agencies. Given the TCRTA is now the recognized recipient of FTA funding on behalf of the member agencies, the payment of transit providers and associated transit expenditures are the responsibility of the TCRTA, however, the receipt of funds is by reimbursement from the FTA either annually or semi-annually. To provide sufficient cash flow for the TCRTA to fund transit operations while awaiting reimbursement from the FTA, the TCRTA sought a loan from the Tulare County Treasury, which the Treasury declined to provide funding due to the agency having been established under the County itself, though similar to the Tulare County Local Area Formation Commission (LAFCO) and the Tulare County Association of Governments (TCAG). Due to the lack of current funding, the TCRTA has been unable to pay for transit operation services rendered by the contracted transit providers since July 1, 2022, causing the significant potential for the cessation of transit services for the member agencies effective October 1, 2022.

On September 15, 2022, the County Administrative Officer and the member City Managers met in regard to this significant issue, which the recommendation of the group was for each member agency to provide financial assistance to the TCRTA equivalent to its respective service expenses. The estimated service expenses to the City of Porterville from July 1, 2022 through October 31, 2022 is \$1,600,000, which is the recommended amount in LTF funds to be transferred to the TCRTA to provide sufficient cash flow for the Agency to operate pending FTA reimbursement.

RECOMMENDATION: That the City Council approve the request by the Tulare County Regional Transit Agency to provide financial support for ongoing

local transit operations in the amount of \$1,600,000 in Local Transportation Funds.

ATTACHMENTS: 1. TCRTA Request for Financial Support

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – APRIL 18, 2023

SUBJECT: Status and Review of Declaration of Local Flood Emergency

SOURCE: City Manager's Office

COMMENT: On March 13, 2023, Mayor Martha A. Flores in conjunction with the Acting City Manager Patrice Hildreth declared the existence of a local emergency within the City of Porterville. Said Declaration was made pursuant to Chapter 9 of the Porterville Municipal Code, and in response to the increasing threat to life and property in the city caused by a series of storm systems striking California and in particular the Porterville area, impacting Success Lake and significantly increasing flows of the Tule River. Pursuant to the California Emergency Services Act (California Government Code 8558 et seq.), emergency declarations must be ratified by the governing body within seven days of being declared. At its Special Meeting on March 17, 2023, the City Council acted to ratify the Declaration of Local Emergency. The Act also requires that the emergency declaration be renewed every sixty (60) days to remain in effect, which at its meeting on April 4, 2023, the Council acted reviewed and acted to renew the emergency declaration.

On March 10, 2023, due to the volume of water added to Success Lake from significant storm activity, Tulare County Sheriff Mike Boudreaux issued an Evacuation Warning for both the north and south sides of the Tule River, and the Tulare County Office of Emergency Services (TCOES) established a Temporary Evacuation Point (TEP) and Emergency Shelter in the gymnasium at Porterville College.

On March 15, 2023, due to the water level of Success Lake rising to the point of running over the spillway of the Richard L. Schafer Dam, Sheriff Boudreaux issued a Mandatory Evacuation Order for the residences, businesses and structures between Schafer Dam and Road 284, east of the city of Porterville. On March 18, 2023, due to water levels dropping on the Tule River, Sheriff Boudreaux reduced the Mandatory Evacuation Order back to an Evacuation Warning.

On March 15, 2023, due to rising flood waters, Sheriff Boudreaux issued a Mandatory Evacuation Order for the area between Olive Avenue (Avenue 152) to Avenue 144 and the Friant-Kern Canal and the Tule River and Westwood Street, west of the city of Porterville. On March 25, 2023, Sheriff Boudreaux reduced the Mandatory Evacuation Order back to an Evacuation Warning.

On March 15, 2023, due to rising water levels of the Tule River, City Public Works Department staff took extraordinary measures to protect the

neighborhood north of River Springs Drive, avoiding potentially catastrophic flooding of the area.

On March 16, 2023, due to the historic water levels and flows of the Tule River causing erosion to the river banks, Police Chief Jake Castellow issued a Mandatory Evacuation Order for eight residences along Rio Vista Avenue, providing information on the TEP and Emergency Shelter established at Porterville College. City Public Works Department staff took extraordinary measures over the next several days to mitigate and protect the river banks from affecting the residences. On March 24, 2023, Chief Castellow reduced the Mandatory Evacuation Order of the eight residences back to an Evacuation Warning.

On March 19, 2023, due to continued erosion of the banks of the Tule River and the performance of immediate necessary mitigation efforts by Public Works Department personnel, Chief Castellow issued a Mandatory Evacuation Order for both the north and south banks of the Tule River within City limits (not including permanent structures with a designated address), and provided information on the TEP and Emergency Shelter established at Porterville College. Public Works Department continue to work diligently in shoring the banks of the Tule River.

To accommodate upcoming ceremonies and events in the gymnasium at Porterville College, the TEP and Emergency Shelter at the College closed at noon on April 11, 2023, and thirty (30) individuals were successfully transitioned to the new TEP at the Porterville Army National Guard Armory. A Special Meeting of the Council was scheduled for April 14, 2023, to consider a draft License agreement for the City's temporary use of the State facility. The American Red Cross continues to provide shelter services at the TEP, but will transition out on April 25, 2023. The City and County are drafting a Memorandum of Understanding in an effort to continue TEP shelter services beyond April 25, 2023, while the Mandatory Evacuation Order remains in place along the banks of the Tule River in city limits.

The significant threat of local emergency continues to exist with the estimated over three hundred percent (300%) of normal snow pack in the Sierra Nevada mountains and the potential for a warm storm or heat wave this Spring to again inundate the Tule River, described as a "loaded locomotive at the top of the hill."

On March 31, 2023, Governor Newsom issued Executive Order N-6-23 to support Tulare Lake Basin flood response, which streamlines State preparation, response and recovery actions and supports local flood response efforts and assist in preparing communities for the impacts of snowmelt runoff in the months ahead.

On April 3, 2023, President Biden granted a Major Disaster Declaration for the State of California, triggering the release of Federal funds to help individuals and communities recover from Severe Winter Storms, Straight-line Winds,

Flooding, Landslides and Mudslides that occurred February 21, 2023, and continuing. Monterey and Tulare counties were designated in the Major Disaster Declaration for both Individual and Public Assistance, as well as Hazard Mitigation.

At its meeting on April 4, 2023, the Council approved Resolution No. 15-2023, which authorized the appropriation of funds from the Catastrophic/Emergency Reserve Fund for the costs associated with the response to the local emergency including personnel, equipment, services and other necessary expenditures. Two emergency expenditures have exceeded \$5,000 in their acquisition, which include additional Water Rescue Equipment for the Fire Department (\$6,417.70) and the 30-day rental of two mobile shower/restroom units (\$13,151) for the Armory TEP due to the facility's restrooms and showers not being compliant with the Americans with Disabilities Act (ADA).

RECOMMENDATION: That the City Council:

1. Receive the report of status and review of the Declaration of Local Emergency and determine the need exists to continue said Declaration; and
2. Ratify the emergency expenditures of \$6,417.70 for Water Rescue Equipment for the Fire Department, and \$13,151 for the 30-day rental of two mobile shower and restroom units for the Armory temporary evacuation point and emergency shelter.

ATTACHMENTS:

1. Declaration of Local Emergency - March 13, 2023
2. Resolution No. 11-2023
3. Rio Vista Avenue Mandatory Evacuation Order - March 16, 2023
4. Tule River Banks Mandatory Evacuation Order - March 19, 2023
5. Governor Newsom Executive Order N-6-23
6. Federal Disaster Declaration Fact Sheet - April 3, 2023
7. Resolution No. 15-2023
8. Rescue Source & Rescue 3 Invoice: Water Rescue Equipment
9. Royal Restrooms Invoice: Mobile Shower-Restroom Units
10. Municipal Code Chapter 9 - Civil Defense and Disaster
11. California Government Code 8558

Appropriated/Funded:

Review By:

Department Director:
John Lollis, City Manager

Final Approver: John Lollis, City Manager



DECLARATION OF LOCAL EMERGENCY

WHEREAS, severe winter storm systems have struck California and in particular, the Porterville area, beginning in late February and continuing into March bringing damaging winds and historic precipitation, including rainfall in the Southern Sierra Nevada mountains already impacted by above-normal snow levels; and

WHEREAS, it is forecasted that additional storms will continue to threaten the Porterville area, bringing additional rain, significantly impacting Lake Success which is above capacity, and significantly increasing flows in the Tule River; and

WHEREAS, under the provisions of the City Charter, I find that conditions of extreme peril to the safety of persons and property exist due to these storms; and

WHEREAS, I find that the conditions caused by these storms, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City of Porterville and may require the combined forces of mutual aid and/or unified command to appropriately respond.

NOW, THEREFORE, I, MARTHA A. FLORES, Mayor of the City of Porterville, in accordance with the authority vested in me by the Porterville City Charter, **HEREBY DELCARE A LOCAL EMERGENCY** to exist in the City of Porterville.

IT IS HEREBY ORDERED that the City's Emergency Management Team under the direction of Fire Chief/Incident Commander Bryan Cogburn has the authority to procure any and all resources deemed necessary in this event.

DECLARED, this 13th day of March, 2023.

Martha A. Flores, Mayor

ATTEST:

Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. 11 -2023

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE CONFIRMING THE EXISTENCE
OF A LOCAL EMERGENCY

WHEREAS, Chapter 9 of the Porterville Municipal Code of the City of Porterville provides for the ability to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen within the City of Porterville caused by severe winter storm systems striking California, and in particular the Porterville area, beginning in late February and continuing into March bringing damaging winds and historic precipitation, including rainfall in the Southern Sierra Nevada mountains already impacted by above-normal snow levels; and

WHEREAS, it is forecasted that additional storms will continue to threaten the Porterville area, bringing additional rain, significantly impacting Lake Success which is above capacity, and significantly increasing flows in the Tule River that create or will likely create conditions of extreme peril; and

WHEREAS, Mayor Martha A. Flores in conjunction with City Manager John Lollis did declare the existence of a local emergency within the City of Porterville on the 13th day of March, 2023, which is subject to ratification by the City Council within seven (7) days. A copy of said Declaration is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby find that the aforesaid conditions of extreme peril did warrant and necessitate the declaration of the existence of a local emergency; and

BE IT RESOLVED that said local emergency shall be deemed to continue to exist until termination is proclaimed by the City Council of the City of Porterville, State of California.

PASSED, APPROVED AND ADOPTED this 17th day of March, 2023.



Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk



By: Patrice Hildreth, Chief Deputy City Clerk



DECLARATION OF LOCAL EMERGENCY

WHEREAS, severe winter storm systems have struck California and in particular, the Porterville area, beginning in late February and continuing into March bringing damaging winds and historic precipitation, including rainfall in the Southern Sierra Nevada mountains already impacted by above-normal snow levels; and

WHEREAS, it is forecasted that additional storms will continue to threaten the Porterville area, bringing additional rain, significantly impacting Lake Success which is above capacity, and significantly increasing flows in the Tule River; and

WHEREAS, under the provisions of the City Charter, I find that conditions of extreme peril to the safety of persons and property exist due to these storms; and

WHEREAS, I find that the conditions caused by these storms, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City of Porterville and may require the combined forces of mutual aid and/or unified command to appropriately respond.

NOW, THEREFORE, I, MARTHA A. FLORES, Mayor of the City of Porterville, in accordance with the authority vested in me by the Porterville City Charter, **HEREBY DELCARE A LOCAL EMERGENCY** to exist in the City of Porterville.

IT IS HEREBY ORDERED that the City's Emergency Management Team under the direction of Fire Chief/Incident Commander Bryan Cogburn has the authority to procure any and all resources deemed necessary in this event.

DECLARED, this 13th day of March, 2023.

Martha A. Flores, Mayor

ATTEST:

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, 2023.

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

Council:	FLORES	CARRILLO	WEYHRAUCH	BELTRAN	MEISTER
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					



JOHN D. LOLLIS, City Clerk

By:

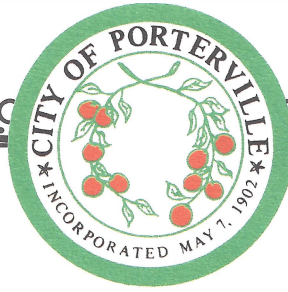
Fernando Gabriel-Moraga, Deputy City Clerk

Police Department

350 North "D" Street
Porterville, CA 93257
(559) 782-7400/FAX (559) 784-1070
www.PortervillePolice.com

Jake Castellow

Chief of Police



March 16th, 2023

This is a message from Tulare County & the City of Porterville. Due to the recent storm events, and the water levels in the Tule River, there is erosion to the bank of the river. An Evacuation order has been issued for all residences, businesses, and structures that are on the south side of Rio Vista Ave with the addresses of **191 Rio Vista Avenue, 201 Rio Vista Avenue, 211 Rio Vista Avenue, 221 Rio Vista Avenue, 231 Rio Vista Avenue, 241 Rio Vista Avenue, and 245 Rio Vista Avenue.**

An evacuation order, also known as a mandatory evacuation, means that all residents and visitors should **leave now** before the water causes unsafe conditions for the residence. If you are unable to evacuate and require assistance, please call 9-1-1. For additional resources or information, please call 2-1-1. Please refer to the map on the Tulare County website, emergencies page, at [TulareCounty.CA.gov/emergencies](https://www.tularecounty.ca.gov/emergencies).

A Temporary Evacuation point has been set up at Porterville College, 100 E College Avenue. Thank you.

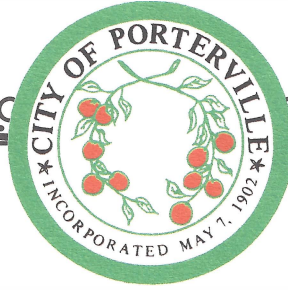
Jake Castellow
Chief of Police

Police Department

350 North "D" Street
Porterville, CA 93257
(559) 782-7400/FAX (559) 784-1070
www.PortervillePolice.com

Jake Castellow

Chief of Police



March 19, 2023

This is a message from Tulare County & the City of Porterville. Due to the recent storm events, there is erosion to the banks of the Tule River.

An **Evacuation Order** has been issued for the north bank and south bank of the Tule River, from Westwood Street, to the Plano bridge, but does not include the south bank from Westwood Street, east to the bridge of State Route 65. This evacuation order does not include permanent structures with a designated address, other than those for which a previous evacuation order has been issued.

An evacuation order, also known as a mandatory evacuation, means that all residents and visitors should leave immediately due to the unsafe conditions of the river banks. If you are unable to evacuate and require assistance, please call 9-1-1. For additional resources or information, please call 2-1-1. Please refer to the map on the Tulare County website, emergencies page, at TulareCounty.CA.gov/emergencies.

A Temporary Evacuation point has been set up at Porterville College, 100 E College Avenue.

Jake Castellow

Chief of Police

EXECUTIVE DEPARTMENT STATE OF CALIFORNIA

EXECUTIVE ORDER N-6-23

WHEREAS on March 1, 2023, March 8, 2023, March 12, 2023, March 14, 2023, and March 28, 2023, I proclaimed a State of Emergency to exist in 47 counties, cumulatively, as a result of a series of ongoing winter storms that initially struck California beginning in late February and continue to significantly impact the counties identified in my Proclamations; and

WHEREAS the State has experienced over a dozen atmospheric rivers since December 2022, resulting in compounding and cumulative impacts across California, including what are expected to be record amounts of snow in the Sierra Nevada, in particular in the southern Sierra, and current and forecasted precipitation are expected to add to historic snowpack levels already composed of several million acre-feet of snow water content; and

WHEREAS reservoirs into which the Sierra snowpack runoff would flow are already impacted by runoff, which is expected to greatly exceed available storage capacity in the reservoirs in and around the Tulare Lake Basin and the San Joaquin River Basin, and much of the ground in the area has reached saturation due to the series of ongoing winter storms; and

WHEREAS the Tulare Lake Basin is the terminal point for the Kings, Kaweah, Tule, and Kern Rivers, and several smaller streams, meaning that water from additional expected rains and Sierra snowpack runoff that cannot be stored in reservoirs or absorbed into the ground will flow into the basin; and

WHEREAS recent storms have already caused flooding in the Tulare Lake Basin, leading to emergency rescues and evacuation orders in Allensworth, Alpaugh, and other communities in Tulare and Kings Counties, and leading to dozens of levee breaks and local agencies directing strategic cuts to canals and levees to prevent further flooding of communities; and

WHEREAS runoff from the snowpack caused by the winter storms could result in flood conditions in the Tulare Lake Basin resembling those last experienced in the historic floods of 1969 and 1983, following historic snowpacks in those years; and

WHEREAS local flood control districts and other local governments generally have flood control responsibility in the Tulare Lake Basin, but state agencies such as the California Department of Forestry and Fire Protection (CAL FIRE), the California Department of Water Resources, and the Governor's Office of Emergency Services are actively engaged in supporting this local effort, and state agencies will continue to provide technical advice and other resources and support as needed, with a particular priority on protecting the lives and health of local communities; and

WHEREAS stretches of the San Joaquin River have been or are at flood stage this spring, river stages are expected to stay high throughout the spring as snowpack melts, and multiple levee repairs are underway on the lower San Joaquin River; and

WHEREAS the Tulare Lake Basin is hydrologically connected to the San Joaquin River Basin and that connection has the potential to exacerbate the flood risk in the San Joaquin River Basin, and so further emergency response efforts may become necessary in the San Joaquin River Basin as well; and

WHEREAS heavy accumulation of snowfall on the roof of Bear Valley Elementary School, located in Alpine County, currently renders instructional space unsafe for use; and

WHEREAS frequent flooding and flood evacuation orders have resulted in school closures and low student attendance in Pajaro Middle School, Hall District Elementary School and Ohlone Elementary, located in Pajaro Valley Unified School District in Santa Cruz County; and

WHEREAS it is critical that displaced students are back in school facilities as quickly as possible to ensure continuity in education; and

WHEREAS the State of California and local governments, in collaboration with the Federal government, continue sustained efforts to respond to and mitigate the effects of these storms; and

WHEREAS on March 9, 2023, I requested a Presidential Emergency Declaration related to these late winter storms, which was expeditiously approved by President Joseph R. Biden, Jr.; and

WHEREAS on March 15, 2023, I requested the addition of 9 counties to the existing Presidential Emergency Declaration related to these late winter storms, which was expeditiously approved by the President; and

WHEREAS on March 28, 2023, I also requested the President issue a Major Disaster Declaration related to these late winter storms for counties that met the validated damage threshold; 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 the mitigation of the effects of these ongoing winter storms.

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, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. All provisions contained in the above-referenced Proclamations of a State of Emergency shall remain in full force and effect.
2. To protect health, safety, and the environment, and to reduce the risks of local catastrophic flooding in the Tulare Lake Basin, Chapter 6 (commencing with section 1600) of Division 2 of the Fish and Game Code, and regulations adopted pursuant to that Chapter, are

suspended for activities that meet all of the requirements in Paragraph 3.

3. The suspension created by Paragraph 2 shall apply to floodwater diversion, debris removal, and levee repair and breach in the Tulare Lake Basin, on the condition that the actions cease when the flood conditions have abated to the point there is no longer flooding outside of defined streambeds and levees. Additionally, the suspension created by Paragraph 2 shall apply to floodwater diversion only if all of the following additional conditions are met:
 - a. The diversion of floodwater from the Tulare Lake Basin or rivers or streams flooding the Tulare Lake Basin must occur between March 31, 2023, and August 1, 2023, for flood management purposes.
 - b. For diversions directly from rivers or streams, a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice that flows downstream of the point of diversion are at imminent risk of flooding and inundation of land, roads, or structures.
 - c. For diversion of floodwaters in the Tulare Lake Basin (that is, waters no longer contained within a defined streambed or levee), a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice that areas from which the floodwaters are diverted are either at imminent risk of flooding or already flooded, with potential or existing inundation of land, roads, or structures.
 - d. Any water diverted is not diverted to and will not be applied to any area that has not been in active irrigated agricultural cultivation within the past three years, including grazing lands, annual grasslands, and natural habitats. This limitation does not apply to facilities already constructed for the purposes of groundwater recharge or managed wetlands.
4. In addition to the mandatory conditions set forth in Paragraph 3, any person conducting planned levee breaches or controlled inundation to prevent further catastrophic flooding pursuant to the suspension created by Paragraph 2 should take care, wherever feasible, to protect above-ground infrastructure and drinking water and wastewater infrastructure such as drinking water well field sites, wastewater discharge ponds, and other water resources that are necessary for the protection of human health and the recovery of impacted communities.
5. For purposes of conducting emergency flood preparation and response activities, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Secretary of the Natural Resources Agency concurs that local action is required, and (c) permits necessary to carry out actions under (a) and (b), Public

Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division, are suspended to the extent necessary to address flood impacts in the Tulare Lake Basin.

6. To support adequate state staffing for all state agencies and departments with an assigned response and/or recovery role related to flooding in the Tulare Lake Basin, consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. All other restrictions must be adhered to for retired annuitants. The Director of the California Department of Human Resources must be notified of any individual employed in state government pursuant to these suspensions. The suspension of statutes identified in this Paragraph shall also apply to local governments, as applicable, to ensure adequate staffing to appropriately respond to the flooding in the Tulare Lake Basin. Local governmental agencies shall notify the California Public Employees' Retirement System of any individual employed by an agency pursuant to this Paragraph.
7. The limitation for the period of employment for State Personnel Board emergency appointments, as provided in Government Code section 19888.1, is suspended for positions required for emergency response and/or recovery operations related to flooding in the Tulare Lake Basin. The requirements and period of employment for such appointments will be determined by the Office of Emergency Services but shall not extend beyond the termination date of the State of Emergency.
8. To the extent the Alpine County Office of Education and Alpine County Unified School District are required to use temporary facilities such as the Alpine County Public Library due to extraordinary snowpack on the roof of Bear Valley Elementary School, rendering instructional space unsafe, the requirements of Education Code sections 17280, et seq., 17365, et seq., and Government Code sections 4453 and 14963 are suspended with respect to those temporary facilities. The requirements of the California Building Code (codified in Title 24 of the California Code of Regulations), as adopted and enforced by the local building and fire agencies with jurisdiction over the area, shall apply to these temporary facilities.
9. To the extent the Alpine County Office of Education and Alpine County Unified School District are required to temporarily use buildings, as defined in the California Building Code (California Code of Regulations, Title 24, Part 2, Chapter 2, section 202), such as the Alpine County Public Library due to extraordinary snowpack on the roof of the Bear Valley Elementary School, rendering instructional space unsafe, local planning and zoning regulations shall be suspended to allow immediate occupancy of such buildings for use as public school facilities. In addition, the requirements of the California Building Code, as adopted and enforced by the local building and fire agencies with jurisdiction over the area, shall apply, except that the requirements

relating to Change of Use or Occupancy Classification in the California Building Code (California Code of Regulations, Title 24, Part 2, Chapter 1, section 111) shall not trigger immediate code upgrades, and a Certificate of Occupancy shall not be withheld for such immediate and temporary use of the facilities as a public school, as long as such facilities met building code requirements at the time of their construction, are accessible to individuals with disabilities, and are judged safe for use by the local building official.

10. Education Code section 60641 (a) requiring that all pupils be administered academic assessments in mathematics, English language arts, and science, as provided for in Education Code section 60640, is suspended for the 2022-2023 school year for Pajaro Middle School, Hall District Elementary School and Ohlone Elementary School of the Pajaro Valley Unified School District, if a federal waiver is approved by the United States Department of Education.

I FURTHER DIRECT that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

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 31st day
of March 2023.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, Ph.D.
Secretary of State



FEMA

Congressional Affairs Division
202-646-4500

STATE OF CALIFORNIA

FEDERAL DISASTER DECLARATION FACT SHEET

APRIL 3, 2023

Today, April 3, 2023, President Joseph R. Biden Jr., granted a Major Disaster Declaration for the State of California triggering the release of Federal funds to help individuals and communities recover from Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides that occurred February 21, 2023, and continuing. Details of the disaster declaration and assistance programs are as follows:

Declaration Number:	FEMA-4699-DR
Incident:	Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides
Incident Period:	February 21, 2023, and continuing
Federal Coordinating Officer:	Andrew F. Grant National FCO Program
Individual Assistance (IA):	(Assistance to individuals and households):
IA-Designated Counties:	Kern, Mariposa, Monterey, San Benito, Santa Cruz, Tulare, and Tuolumne Counties.
Public Assistance (PA):	(Assistance for emergency work and the repair or replacement of disaster-damaged facilities):
PA-Designated Counties:	Calaveras, Los Angeles, Monterey, and Tulare Counties.
Hazard Mitigation (HM):	(Assistance for actions taken to prevent or reduce long term risk to life and property from natural hazards):

HM-Designated Areas:

All areas in the State of California are eligible to apply for assistance under the Hazard Mitigation Grant Program.

OTHER:

Additional designations may be made at a later date if requested by the state and warranted by the results of further damage assessments.

###

RESOLUTION NO. 15 -2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE
CATASTROPHIC / EMERGENCY RESERVE FOR THE COSTS ASSOCIATED
WITH THE RESPONSE TO THE LOCAL FLOOD EMERGENCY**

WHEREAS: Pursuant to Chapter 9 of the Porterville Municipal Code, Mayor Martha A. Flores declared the existence of a local emergency within the City of Porterville on March 13, 2023 due to the threat to life and property caused by a series of storms impacting Success Lake significantly increasing the Tule River flows; and

WHEREAS: Flood water and water from Success Lake had caused evacuation warnings and mandatory evacuation orders in the month of March for some local residents; and

WHEREAS: Historic water levels and flows of the Tule River have caused erosion to the river banks, prompting City staff to take extraordinary measures to protect the riverbanks and avoid potentially catastrophic flooding;

WHEREAS: The significant threat of local flooding emergency continues to exist with the estimated snow pack in the Sierra Nevada mountains of more than three hundred percent (300%) of normal and the potential for a warm storm or heat wave this Spring; and

WHEREAS: The City of Porterville Municipal Code Section 2-31.2, established the Catastrophic / Emergency Reserve Fund for the purpose of providing funds to mitigate costs associated with unforeseen emergencies, including natural disasters or catastrophic events;

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council of the City of Porterville make a finding that the local flood emergency is an unforeseen and unavoidable event that require the expenditure of City resources beyond those provided for in the annual budget; and
2. That the City Council of the City of Porterville does hereby approve and authorize the appropriation of funds from the Catastrophic / Emergency Reserve Fund for the costs associated with the response to the local emergency including personnel, equipment, services, and other necessary expenditures; and
3. That the City Council authorize the replacement of funds from any grant funds that may be used to reimburse said costs.

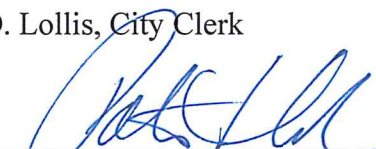
PASSED, APPROVED AND ADOPTED this 4th day of April, 2023.



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 4th day of April, 2023.

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

Council:	FLORES	CARRILLO	WEYHRAUCH	BELTRAN	MEISTER
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					



JOHN D. LOLLIS, City Clerk

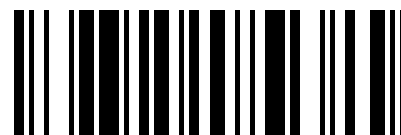
By: 
Fernando Gabriel-Moraga, Deputy City Clerk

Invoice

Calwen Inc. dba Rescue Source & Rescue 3 Intl

Calwen Inc. dba Rescue Source & Rescue 3
P.O. Box 1050
Wilton, CA 95693
Phone: 916-687-6556
Fax: 916-687-6717
Email: info@rescuesource.com

Order #	Date
131282	03/20/2023



Bill To:	Ship To:
PORTERVILLE FIRE DEPARTMENT 40 W CLEVELAND PORTERVILLE, CA 93257 Phone: 559-782-7526 Email: jrodriguez@ci.porterville.ca.us	PORTERVILLE FIRE DEPARTMENT 40 W CLEVELAND PORTERVILLE, CA 93257
Customer: PORTERVILLE FIRE DEPARTMENT	Contact: JANIE RODRIGUEZ PO Number: 23-22733

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
MELISSA	NET 30	Origin	UPS Next Day Air		03/20/2023

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Kit	KT2210	PFD TYPE V PACKAGE	\$250.00	20 ea	\$ 5,000.00
2	Sale	PF4026R	NRS 2022 RAPID RESCUER RED	\$0.00	20 ea	\$ 0.00
3	Sale	KN2556OR	NRS PILOT KNIFE ORANGE	\$0.00	20 ea	\$ 0.00
4	Sale	WH7905	WHISTLE-RESCUE 3 LOGO WITH COIL	\$0.00	20 ea	\$ 0.00
5	Sale	HL7050HVL/XL	RQ3 STORM PRO HELMET HI VIS LARGE/XLARGE	\$32.00	20 ea	\$ 640.00
6	Shipping	Freight	Freight Out	\$256.00	1 ea	\$ 256.00
7	Sale	Tax Expense	Tax Expense	\$521.70	1 ea	\$ 521.70

Subtotal:	\$6,417.70
Sales Tax:	\$0.00
Total:	\$6,417.70

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BILL TO: Portable Restrooms

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Livermore, Ca 94551

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Fax:(925) 337-8878

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DESCRIPTION	T	AMOUNT
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1 Three Stall Shower/Restroom Combo	t	\$4,850.00
Delivery	t	\$100.00
Installation and Removal		\$2,500.00
Before/After Hours or Same Day Services		\$600.00

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THANK YOU FOR YOUR BUSINESS!

TAXABLE SUBTOTAL	\$9,200.00
TAX RATE	9.250%
SALES TAX	\$851.00
NON TAXABLE SUBTOTAL	\$3,100.00
TOTAL	\$13,151.00

CHAPTER 9

CIVIL DEFENSE AND DISASTER

SECTION:

9-1: Purpose Of Chapter

9-2: Definitions

9-3: Emergency Council

9-4: Officers Of Emergency Council

9-5: Emergency Council Meetings

9-6: Duties Of Emergency Council

9-7: Powers Of Chairman Of Emergency Council

9-8: Exercises Or Drills

9-9: Acts Authorized Under Certain Conditions

9-10: Emergency Services Coordinator

9-11: Powers And Duties Of Coordinator

9-12: Emergency Powers Of Coordinator

9-13: Emergency Services Organization

9-14: Functions And Duties Of Emergency Service Organization

9-15: Acts Unlawful During Disasters

9-16: Penalty For Violation Of Chapter

9-1: PURPOSE OF CHAPTER:

The purposes of this chapter are to provide for the preparation and carrying out of plans for disaster and emergency services, the protection of persons and property within the city of Porterville in the event of a disaster, and to provide for the coordination of the disaster and emergency functions of the city with all other affected persons and agencies, both public and private. Any expenditures made in connection with such disaster or emergency services, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property in the city. (Ord. 987 § A, 10-6-1970)

9-2: DEFINITIONS:

Except where the context otherwise requires, the following definitions shall govern the construction of this chapter:

DISASTER: Actual or threatened enemy attack, sabotage, extraordinary fire, flood, storm, epidemic, riot, earthquake or other public calamity. It shall not include, nor does any provision of this chapter apply to, any condition relating to a labor controversy.

EMERGENCY SERVICES: The preparation for carrying out disaster functions, other than functions for which military forces are primarily responsible, and to prevent, minimize and repair injury and damage resulting from disasters. It shall not include, nor does any provision of this chapter apply to, any condition relating to a labor controversy.

EMERGENCY SERVICES OFFICE: The physical facilities constituting the Tulare operational area's primary emergency operating center, and the necessary staff and personnel to operate such facilities on a day to day or disaster emergency basis.

TULARE OPERATIONAL AREA: The unincorporated area of the county, and the cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia and Woodlake. (Ord. 987 § A, 10-6-1970)

9-3: EMERGENCY COUNCIL:

The emergency council of the Tulare operational area is hereby created and shall consist of the following members:

A. The chairman of the board of supervisors of the county. Said board of supervisors shall appoint an additional member of said board to serve as an alternate member of the emergency council when the chairman is absent from the county or is not immediately available to perform his duties.

B. The mayors of the cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia and Woodlake, or alternates appointed by the respective city councils.

C. Two (2) persons residing in the unincorporated area of the county who shall be appointed by the other members of the emergency council.

D. The emergency services coordinator of the county, who shall be an ex officio member and who shall not be entitled to a vote at the meetings of the emergency council. (Ord. 987 § A, 10-6-1970)

9-4: OFFICERS OF EMERGENCY COUNCIL:

The officers of the emergency council shall be a chairman, and such other officers as the council may deem necessary. The chairman of the board of supervisors shall serve as chairman of the council. When he is absent from the county or is not immediately available to perform his duties, the other member of the board of supervisors who is a member of the council shall serve as chairman. (Ord. 987 § A, 10-6-1970)

9-5: EMERGENCY COUNCIL MEETINGS:

The emergency council may hold regular meetings at a time and place established by the council. Special meetings of the council shall be called in accordance with section 54950 et seq., of the Government Code of the state of California. Special meetings may be called by the chairman or the alternate chairman designated pursuant to section 9-4 of this chapter. The council shall meet at least four (4) times each year. The council shall have the power to adopt rules and regulations governing the conduct of its meetings. (Ord. 987 § A, 10-6-1970)

9-6: DUTIES OF EMERGENCY COUNCIL:

It shall be the duty of the emergency council to review and recommend for adoption by the board of supervisors and the respective city councils, disaster and mutual aid plans and agreements, and such ordinances, resolutions, rules, regulations and budgets as are necessary to implement such plans and agreements. (Ord. 987 § A, 10-6-1970)

9-7: POWERS OF CHAIRMAN OF EMERGENCY COUNCIL:

The chairman of the emergency council is hereby empowered to perform the following acts:

A. Serve as the emergency services director of the Tulare operational area.

B. Request the city council of the city of Porterville to proclaim the existence or threatened existence of a local emergency and the termination thereof, if the city council is in session, or to issue such a proclamation if the city council is not in session, subject to confirmation by the city council at the earliest practicable time.

C. Request the mayor to request the governor to proclaim a state of disaster when in the opinion of the chairman the resources of the area are inadequate to cope with the disaster on a local basis. (Ord. 987 § A, 10-6-1970)

9-8: EXERCISES OR DRILLS:

The chairman of the emergency council shall order an exercise or drill of the entire emergency services organization at least once each year, and a minimum of two (2) exercises or drills for selected portions of the emergency operating center staff each year. Participation in required state or federal exercises, special drills for communications, radiological, fire, law enforcement or other specific services shall be in addition to the exercises or drills required hereinabove. (Ord. 987 § A, 10-6-1970)

9-9: ACTS AUTHORIZED UNDER CERTAIN CONDITIONS:

In the event of the proclamation of a local emergency as herein provided, or the proclamation of a state of disaster by the governor or the director of the California disaster office, or in the event of a war caused state of

extreme emergency, the chairman, as the emergency services director of the Tulare operational area, is hereby empowered to perform the following acts:

A. Make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such disaster; provided, however, that such rules and regulations must be confirmed at the earliest practicable time by the emergency council.

B. Subject to the approval of the city council, to obtain vital supplies, equipment and such other properties found lacking and needed for the protection of life and property of the people, and to bind the city for the fair value thereof and, if required, to commandeer the same immediately for public use.

C. Require emergency services of any city officer or employee, and in the event of the proclamation of a state of disaster or extreme emergency by the governor in the region in which the city is located, to commandeer the aid of as many citizens as he thinks necessary in the execution of his duties. Such persons shall be entitled to all privileges, benefits and immunities which are provided by state law for registered civil defense and disaster volunteer workers.

D. Requisition any necessary equipment or materials from any city department or agency.

E. Execute all of the special powers conferred upon him by this chapter or by resolution adopted pursuant thereto, all powers conferred upon him by any statute, by any agreement approved by city council, or by any other lawful authority. (Ord. 987 § A, 10-6-1970)

9-10: EMERGENCY SERVICES COORDINATOR:

There is hereby created the position of emergency services coordinator of the Tulare operational area who may be referred to as the coordinator. He shall serve as the executive officer of the Tulare operational area and his staff shall serve as the staff of the emergency services office. The board of supervisors of the county of Tulare shall consider the recommendations of the emergency council in the appointment or dismissal of the coordinator. (Ord. 987 § A, 10-6-1970)

9-11: POWERS AND DUTIES OF COORDINATOR:

The coordinator shall have the following general powers and duties:

A. Represent the emergency council and its chairman as their executive officer for the purpose of coordinating all efforts within the Tulare operational area for the accomplishment of the purposes of this chapter.

B. Identify and define questions of authority and responsibility that may arise between persons and agencies referred to in section 9-13 of this chapter and submit recommendations for resolving such matters to the chairman.

C. Represent the Tulare operational area in all dealings with public or private agencies pertaining to disaster or civil defense, when authorized by the chairman.

D. Prepare an operational plan with necessary service annexes and standing operating procedures to provide administrative guides for the Tulare operational area.

E. Plan and conduct exercises and drills, as ordered by the chairman, for the emergency services organization or for the emergency operating center staff. (Ord. 987 § A, 10-6-1970)

9-12: EMERGENCY POWERS OF COORDINATOR:

In the event of the proclamation of a local emergency as herein provided, or the proclamation of a state of disaster by the governor, or in the event of a war caused state of extreme emergency, the coordinator is hereby empowered to perform the following acts:

A. Activate the emergency operating center including calling in, as necessary, service chiefs, standby staff and service dispatchers.

B. Cause the dissemination of appropriate warning signals and issue suitable advisory information to the emergency council, the emergency services organization and the public.

C. Advise the California disaster office of the local situation.

D. Request mutual aid through the California disaster office if local deficiencies of personnel and/or equipment are indicated by the service chiefs.

E. Order the provision of security for the emergency operating center and communications staff. (Ord. 987 § A, 10-6-1970)

9-13: EMERGENCY SERVICES ORGANIZATION:

All officers and employees of the county and the cities included in the Tulare operational area, together with those volunteer forces enrolled to aid them during a disaster and all groups, organizations and persons, including persons commandeered under the provision of subsection 9-9C of this chapter who by operation of law or agreement may be charged with duties incident to the protection of life and property in the city during such disaster, shall constitute the emergency service organization of the Tulare operational area. (Ord. 987 § A, 10-6-1970)

9-14: FUNCTIONS AND DUTIES OF EMERGENCY SERVICE ORGANIZATION:

The functions and duties of the emergency services organization shall be distributed among such divisions, services and special staff as the emergency council shall prescribe by resolution, subject to the approval of the board of supervisors of the county and the respective city councils. Insofar as possible, the form of organization, titles and terminology shall conform to the recommendations of the federal government and the California disaster office. (Ord. 987 § A, 10-6-1970)

9-15: ACTS UNLAWFUL DURING DISASTERS:

It shall be unlawful for any person to perform any of the following acts during a disaster:

A. Wilfully obstruct, hinder or delay any member of the emergency services organization in the enforcement of any lawful rule or regulation issued pursuant to this chapter or in the performance of any duty imposed upon him by virtue of this chapter.

B. To do any act forbidden by any lawful rules or regulations issued pursuant to this chapter, if such act is of such a nature as to give, or be likely to give, assistance to the enemy, or to imperil the lives or property of inhabitants of the city, or to prevent or delay the defense or protection thereof.

C. To wear, carry or display, without authority, any means of identification specified by the civil defense and disaster agency of the federal government or the state of California. (Ord. 987 § A, 10-6-1970)

9-16: PENALTY FOR VIOLATION OF CHAPTER:

Any person violating any of the provisions of this chapter which are declared to be unlawful shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than five hundred dollars (\$500.00) or by imprisonment in the Tulare County jail for not more than six (6) months, or by both such fine and imprisonment. (Ord. 987 § A, 10-6-1970)

State of California

GOVERNMENT CODE

Section 8558

8558. Three conditions or degrees of emergency are established by this chapter:

(a) “State of war emergency” means the condition that exists immediately, with or without a proclamation thereof by the Governor, whenever this state or nation is attacked by an enemy of the United States, or upon receipt by the state of a warning from the federal government indicating that an enemy attack is probable or imminent.

(b) “State of emergency” means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions such as air pollution, fire, flood, storm, epidemic, riot, drought, cyberterrorism, sudden and severe energy shortage, electromagnetic pulse attack, plant or animal infestation or disease, the Governor’s warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy or conditions causing a “state of war emergency,” which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single county, city and county, or city and require the combined forces of a mutual aid region or regions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the Public Utilities Commission.

(c) (1) “Local emergency” means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, city and county, or city, caused by conditions such as air pollution, fire, flood, storm, epidemic, riot, drought, cyberterrorism, sudden and severe energy shortage, deenergization event, electromagnetic pulse attack, plant or animal infestation or disease, the Governor’s warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage or deenergization event that requires extraordinary measures beyond the authority vested in the Public Utilities Commission.

(2) A local emergency proclaimed as the result of a deenergization event does not trigger the electric utility obligations set forth in Public Utilities Commission Decision 19-07-015 or its successor decisions as related to deenergization events. A local emergency proclaimed as the result of a deenergization event does not alter the electric

utilities' Public Utilities Commission-approved cost-recovery mechanisms for their own costs associated with deenergization events.

(Amended by Stats. 2022, Ch. 537, Sec. 1. (SB 468) Effective January 1, 2023.)