AMENDED CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
AUGUST 1, 2023, 3:00 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 – City Council Meeting of August 1, 2023

Please use the following link below to join the webinar:
https://us06web.zoom.us/j/82050674305?pwd=SmpBd3FDL3FzdXlVeGIrN1VFRUQwdz09

Or via Telephone: 1-669-900-6833 *Webinar ID:* 820 5067 4305 *Passcode:* 696933

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 54956.95 – Liability Claim: Claimant: Josie Tristan. Agency claimed against: City of Porterville.

2 - Government Code Section 54956.95 – Liability Claim: Claimant: Interinsurance Exchange of the Automobile Club as subrogee of Neil Swearingen. Agency claimed against: City of Porterville.

3 - Government Code Section 54956.95 - Liability Claim: Claimant: Cari McCormick. Agency claimed against: City of Porterville.

4 - 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.

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

6 - Government Code Section 54957 - Public Employee Performance Evaluation - Title: City Manager.

7 - Government Code Section 54957 - Public Employee Performance Evaluation - Title: City Attorney.

4:00 P.M. RECONVENE OPEN SESSION AND REPORT ON REPORTABLE ACTION TAKEN IN CLOSED SESSION

Pledge of Allegiance Led by Councilmember Weyhrauch

Invocation

PRESENTATIONS

Recognition of Porterville Police Department's Crisis Response Team De-Escalation Efforts

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. Staff Informational Reports

City Council Member Appointments Attendance Quarterly Report FY 2022-2023 (April - June 2023)

City Commission and Committee Attendance Quarterly Report FY 2022-2023 (April - June 2023)

OHV Park Quarterly Report FY 2022-2023 (April - June 2023)

Golf Course Quarterly Report FY 2022-2023 (April - June 2023)

Street Performance Measure Quarterly Report FY 2022-2023 (April - June 2023)

Building Permit Activity Quarterly Report FY 2022-2023 (April - June 2023)

Code Enforcement Quarterly Report FY 2022-2023 (April - June 2023)

Charitable Car Washes Quarterly Report Calendar Year 2023

CONSENT CALENDAR

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

1. Authorization to Participate in Cooperative Purchasing Programs on Existing Asphalt Contracts

Re: Consider authorization to participate in Cooperative Purchasing Programs on Existing Asphalt Contracts between the County of Tulare and Jaxon Enterprises.

2. **Authorization to Roll Unpaid Utility Accounts to the 2023-2024 Property Tax Rolls**
Re: Consider adoption of a draft Resolution authorizing the Tulare County Auditor to place unpaid utility accounts on the 2023-2024 property tax rolls for collection.

3. **Acceptance of the Selective Traffic Enforcement Program (STEP) Grant**
Re: Consideration to accept the STEP Grant from the California Office of Traffic Safety in the amount of $100,000.

4. **Joint Funding Agreement with Burton School District for a School Resource Officer**
Re: Consideration to approve the draft Agreement for Joint Funding for a School Resource Officer at Burton School District for the period of July 1, 2023, through June 30, 2024.

5. **Joint Funding Agreement with Porterville Unified School District for School Resource Officers**
Re: Consideration to approve the draft Agreement for Joint Funding for School Resource Officers at PUSD for the period of July 1, 2023, through June 30, 2024.

6. **Consideration of Termination of Youth Experiencing Success (YES) Program Agreement with Porterville Unified School District**
Re: Considering approval of a Termination Agreement with Porterville Unified School District regarding the provision of services for the YES Program.

7. **International Association of Crime Analyst Training in Grapevine, Texas**
Re: Consideration of approval for out-of-state travel for Crime Analyst Training in Grapevine, Texas.

8. **Approval of Community Civic Event - Porterville Breakfast Rotary - Run for Life - September 9, 2023**
Re: Consideration to approve the Community Civic Application from the Porterville Breakfast Rotary to hold the "Run for Life" event on September 9, 2023, beginning at 8:00 a.m., at Granite Hills High School.

9. **Approval of Reorganization within the Police Department**
Re: Consideration to approve the reorganization of the Porterville Police Department to form a new “Administrative Services Division” within the Department.

10. **Financial Status Reports**
Re: Considering acceptance of the preliminary financial status reports for the year ended June 30, 2023.

11. **Quarterly Investment Portfolio**
Re: Consideration to accept the quarterly Investment Portfolio Summary Report.

12. **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

13. **Landscape and Lighting Maintenance Districts Annual Assessments**
Re: Consideration to conduct a Public Hearing on the 2023-2024 assessments for the Landscape and Lighting Maintenance Districts to take comments or receive protests on the

proposed assessments; and
adopt the draft Resolution ordering the continued maintenance of Landscape and Lighting Maintenance Districts and confirming the Engineer's Report and Assessments for the 2023-2024 Fiscal Year.

14. Establishing Landscape and Lighting Maintenance Districts and Tax Assessments for Parcels Within The Villas at Sierra Meadows Phases 1, 2 and 3
Re: Consideration to conduct the Public Hearing to receive public comment on establishing Landscape and Lighting Maintenance District Number 57; and adopt the draft Resolution approving the Engineer's Report and assessment method.

SCHEDULED MATTERS

15. Consideration of Appointment to the Arts Commission
Re: Considering the appointments of an individuals to serve on the City's Arts Commission.

16. Consideration to Schedule a City Council Study Session on Recycled Water, Sewer, and Solid Waste Rates.
Re: Consideration to Schedule a City Council Study Session to receive staff information on Recycled Water, Sewer, and Solid Waste Rates.

17. Consideration of Public Sector Membership Contribution for the Tulare County Economic Development Corporation
Re: Consideration of public sector membership contribution for the Tulare County Economic Development Corporation and invoice of $35,000 for the 2023-2024 Fiscal Year.

18. 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.

AB 1234 REPORTS

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

1. Mighty 190 Committee - July 19, 2023
2. Tulare County Task Force on Homelessness - July 19, 2023
3. Council of Cities - July 19, 2023 (CANCELLED)
4. Porterville Area Development Authority (PADA) - July 21, 2023 (CANCELLED)
5. Tulare County Economic Development Corporation Board - (TCEDC) - July 26, 2023
6. Internal City Audit Committee - July 26, 2023

ORAL COMMUNICATIONS

OTHER MATTERS

CLOSED SESSION

Any Closed Session Items not completed prior to 4:00 p.m. will be considered at this time.

ADJOURNMENT - to the meeting of August 15, 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 – AUGUST 1, 2023

SUBJECT: City Council Member Appointments Attendance Quarterly Report FY 2022-2023 (April - June 2023)

SOURCE: Administrative Services

COMMENT: At its meeting on January 21, 2020, the City Council directed that staff prepare a quarterly report on Council Member attendance at meetings of boards and committees to which Council Members were appointed. This report represents attendance at meetings during the fourth quarter of FY 2022-2023 (April through June 2023).

RECOMMENDATION: Informational Only

ATTACHMENTS: 1. Quarterly Report (April - June 2023)

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

Item No.

City Council Attendance - FY 2022-2023 Fourth Quarter Report

April 1, 2023 through June 30, 2023

Committee/Board	Member/Alternate	April	May	June
Ad Hoc Committee- COVID-19	Kellie Carrillo-Member Greg Meister - Member			
Ad Hoc Committee - General Plan	Don Weyhrauch - Member Kellie Carrillo - Member		5/30 P 5/30 P	
Ad Hoc Committee - Proposition 64 Regulation of Marijuana	Don Weyhrauch - Member Raymond Beltran - Member			6/2 P 6/2 P
Ad Hoc Library Facility Planning Committee	Kellie Carrillo - Member		5/18 P	
Ad Hoc Committee - Provision of Local Water Services	Kellie Carrillo - Member Raymond Beltran - Member			
Council of Cities	Martha Flores - Member Greg Meister - Member		5/17 P 5/17 P	
Eastern Tule Groundwater Sustainability Agency JPA (ETGSA)	Don Weyhrauch - Member Michael Knight-Alternate	4/6 P	5/4 P	6/1 P, 6/15 P
Internal City Audit Committee	Martha Flores - Member Kellie Carrillo - Member			
Joint City/School District Committee	Kellie Carrillo - Member Greg Meister - Member			
Local Initiatives Navigation Center Committee (LINC)	Raymond Beltran - Member Claudia Calderon -Alternate	4/5 P	5/3 P	6/7 P
Mighty190 Committee	Kellie Carrillo - Member Greg Meister - Member	4/19 A 4/19 P		
Porterville Area Development Authority (PADA)	Don Weyhrauch - Member Raymond Beltran - Member	4/21 P 4/21 P	5/19 P 5/19 P	6/16 P 6/16 P
PDC Advisory Board	John Lollis - Member Mayor - Alternate			
San Joaquin Valley Special City Selection Committee	Don Weyhrauch - Member Greg Meister - Alternate	4/20 P		
San Joaquin Valley REAP Committee	Martha Flores- Member			6/23 A
Tulare County Association of Governments/Tulare County Transportation Authority (TCAG/TCTA)	Martha Flores - Member Greg Meister - Alternate	4/13 P	5/15 P	6/5 P, 6/26 P
Tulare County Association of Governments (TCAG) - Sustainable Corridors Committee	Martha Flores - Member			
Tulare County City Selection Committee	Mayor - City Member Designee - Alternate		5/17P	
Tulare County Economic Development Corporation (TCEDC)	Martha Flores - Member John Lollis - Alternate	4/26 P	5/11 P, 5/24P	6/28 P
Tulare County Regional Transit Agency (TCRTA)	Don Weyhrauch - Member Raymond Beltran - Alternate	4/21 P	5/15 P	6/23 P
Tulare County Taskforce on Homelessness	Martha Flores - Member Claudia Calderon - Alternate	4/19 P	5/17 P	6/21 P
Tule River Improvement JPA	Don Weyhraruch - Member Michael Knight - Alternate	4/9 P		

P = Present A = Absent

CITY COUNCIL AGENDA – AUGUST 1, 2023

SUBJECT: City Commission and Committee Attendance Quarterly Report FY 2022-2023 (April - June 2023)

SOURCE: Administrative Services

COMMENT: Staff herein provides for the City Council's information the attendance reports as of the fourth quarter FY 2022-2023 for the following City Commissions and Committees:

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

RECOMMENDATION: Information Only

ATTACHMENTS:

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

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

Transactions and Use Tax Oversight Committee
Attendance Records

As of: March 31, 2013

	2011 16-Jun	2011 21-Jul	2011 18-Aug	2012 4-Jun	2012 18-Jul	2012 22-Aug	2012 12-Dec	2013 13-Mar	
Gary Mekeel	**A**	P	**A**	**A**	**A**	**A**	**A**	**A**	*Apptd 04/2010 thru 05/2014*
Michael Pavone	**A**	**A**	P	P	P	**A**	**A**	*Resigned*	*Apptd 04/2010 thru 05/2014*
Adrian Monte Reyes	P	P	P	*Term ended*					*Term expired 5/2012.*
Khris Saleh	**A**	P	P	T	P	**A**	P	**A**	*Apptd 04/2010 thru 05/2012*
Charles Webber	P	P	P	P	P	P	P	P	*Apptd 04/2010 thru 05/2014*
John Simonich	P	P	P	P	P	P	P	P	*Apptd. 01/2011 thru 05/2014.*
Michael MacDonald	P	**A**	P	P	P	P	P	P	*Apptd 01/2011 thru 05/2014.*
Gail Lemmen	P	P	P	**A**	**A**	P	P	P	*Apptd 09/2010 thru 05/2012.*
John Dennis	P	P	P	P	P	P	P	P	*Apptd 09/2010 thru 05/2012.*
Kent D. Hopper	N/A	**A**	**A**	*Term ended*					*Resigned 2/2012.*
Margaret Stinson	*Appointed 5/12*			P	P	P	P	P	*Apptd 05/2012.*
Janet Meister	N/A	N/A	N/A	N/A	N/A	**A**	P	P	*Apptd 08/2012.*
Bill Nebeker	*Appt. 2/12 to fill unexpired term of M. Pavone*							P	*Apptd. 02/12.*

Transaction and Use Tax Oversight Committee
Attendance Records

As of: June 30, 2009

	2006 20-Jul	2006 9-Nov	2007 3-May	2007 7-Jun	2008 21-May	2009 9-Jun		
Carman Martinez-Eoff	**A**	*	*	*	*	*	100%	*Passed away October 25, 2006*
Teresa de la Rosa	P	P	P	**A**	*	*	75%	*Resigned July 13, 2007*
Gregory Gillett	P	**A**	P	P	P	P	83%	
Shirley Hickman	P	P	P	P	P	P	100%	
Rick McIntire	P	P	P	P	P	P	100%	
John Baumgartner	P	P	**A**	**A**	**A**	**A**	33%	
Greg Shelton	P	P	P	P	P	P	100%	
Jack Irish	P	P	P	**A**	P	P	83%	
Dick Eckhoff	**A**	P	**A**	P	P	P	67%	
Bob Gray	P	P	P	**A**	P	P	83%	
Barbra Black	*	*	**A**	P	P	P	75%	*Appointed November 7, 2006*
Josef Guerrero	*	*	*	*	P	**A**	50%	*Appointed August 7, 2007*

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Initial Two Year Term: *(All 2-Year Term Members reappointed May 6, 2008 to serve 4-year term, expring on May 6, 2012.)*

John Baumgartner
Bob Gray
Shirley Hickman
Jack Irish
Josef Guerrero

Four-Year Term *(Members' terms to expire May 2, 2010.)*

Gregory Gillett
Rick McIntire
Greg Shelton
Dick Eckhoff
Barbra Black

Transaction and Use Tax Oversight Committee
Attendance Records

As of: September 30, 2009

	2006 20-Jul	2006 9-Nov	2007 3-May	2007 7-Jun	2008 21-May	2009 9-Jun		
Carman Martinez-Eoff	**A**	*	*	*	*	*	100%	*Passed away October 25, 2006*
Teresa de la Rosa	P	P	P	**A**	*	*	75%	*Resigned July 13, 2007*
Gregory Gillett	P	**A**	P	P	P	P	83%	
Shirley Hickman	P	P	P	P	P	P	100%	
Rick McIntire	P	P	P	P	P	P	100%	
John Baumgartner	P	P	**A**	**A**	**A**	**A**	33%	
Greg Shelton	P	P	P	P	P	P	100%	
Jack Irish	P	P	P	**A**	P	P	83%	
Dick Eckhoff	**A**	P	**A**	P	P	P	67%	
Bob Gray	P	P	P	**A**	P	P	83%	
Barbra Black	*	*	**A**	P	P	P	75%	*Appointed November 7, 2006*
Josef Guerrero	*	*	*	*	P	**A**	50%	*Appointed August 7, 2007*

.

Initial Two Year Term: *(All 2-Year Term Members reappointed May 6, 2008 to serve 4-year term, expring on May 6, 2012.)*

John Baumgartner
Bob Gray
Shirley Hickman
Jack Irish
Josef Guerrero

Four-Year Term *(Members' terms to expire May 2, 2010.)*

Gregory Gillett
Rick McIntire
Greg Shelton
Dick Eckhoff
Barbra Black

Transaction and Use Tax Oversight Committee As of: March 31, 2010
Attendance Records

	2006 20-Jul	2006 9-Nov	2007 3-May	2007 7-Jun	2008 21-May	2009 9-Jun		
Carman Martinez-Eoff	**A**	*	*	*	*	*	100%	*Passed away October 25, 2006*
Teresa de la Rosa	P	P	P	**A**	*	*	75%	*Resigned July 13, 2007*
Gregory Gillett	P	**A**	P	P	P	P	83%	
Shirley Hickman	P	P	P	P	P	P	100%	
Rick McIntire	P	P	P	P	P	P	100%	
John Baumgartner	P	P	**A**	**A**	**A**	**A**	33%	
Greg Shelton	P	P	P	P	P	P	100%	
Jack Irish	P	P	P	**A**	P	P	83%	
Dick Eckhoff	**A**	P	**A**	P	P	P	67%	
Bob Gray	P	P	P	**A**	P	P	83%	
Barbra Black	*	*	**A**	P	P	P	75%	*Appointed November 7, 2006*
Josef Guerrero	*	*	*	*	P	**A**	50%	*Appointed August 7, 2007*

.

Initial Two Year Term: *(All 2-Year Term Members reappointed May 6, 2008 to serve 4-year term, expring on May 6, 2012.)*
John Baumgartner
Bob Gray
Shirley Hickman
Jack Irish
Josef Guerrero

Four-Year Term *(Members' terms to expire May 2, 2010.)*
Gregory Gillett
Rick McIntire
Greg Shelton
Dick Eckhoff
Barbra Black

Transactions and Use Tax Oversight Committee
Attendance Records

	2006 9-Nov	2007 3-May	2007 7-Jun	2008 21-May	2009 9-Jun	2010 4-Mar	2010 11-Mar	2010 27-Jun	
Teresa de la Rosa	P	P	**A**	N/A	N/A	N/A	N/A	N/A	75%
Gregory Gillett	**A**	P	P	P	P	P	P	N/A	86%
Shirley Hickman	P	P	P	P	P	P	P	P	100%
Rick McIntire	P	P	P	P	P	P	P	N/A	100%
John Baumgartner	P	**A**	**A**	**A**	**A**	**A**	**A**	**A**	12%
Greg Shelton	P	P	P	P	P	P	P	N/A	100%
Jack Irish	P	P	**A**	P	P	P	P	N/A	86%
Dick Eckhoff	P	**A**	P	P	P	P	P	P	88%
Bob Gray	P	P	**A**	P	P	**A**	**A**	**A**	50%
Barbra Black	N/A	**A**	P	P	P	P	P	N/A	83%
Josef Guerrero	N/A	N/A	N/A	P	**A**	**A**	**A**	N/A	25%
Gary Mekeel	N/A	N/A	N/A	N/A	N/A	N/A	N/A	**A**	0%
Michael Pavone	N/A	N/A	N/A	N/A	N/A	N/A	N/A	P	100%
Adrian Monte Reyes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	P	100%
Khris Saleh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	P	100%
Charles Webber	N/A	N/A	N/A	N/A	N/A	N/A	N/A	P	100%

As of: March 31, 2010

Resigned July 13, 2007
Term expired 04/2010.
Term expired 04/2010.
Term expired 04/2010.
Resigned 04/2010.
Reappointed 04/20/10.
Appointed 11/7/06; Term exp. 04/2010
Appointed 8/7/07; Resigned 3/2010
Apptd 04/2010 thru 05/2014
Apptd 04/2010 thru 05/2014
Apptd 04/2010 thru 05/2012
Apptd 04/2010 thru 05/2012
Apptd 04/2010 thru 05/2014

Transactions and Use Tax Oversight Committee
Attendance Records

As of: March 31, 2011

	2006 9-Nov	2007 3-May	2007 7-Jun	2008 21-May	2009 9-Jun	2010 4-Mar	2010 11-Mar	2010 27-Jun	2010 26-Aug	
Teresa de la Rosa	P	P	**A**	N/A	N/A	N/A	N/A	N/A	N/A	*Resigned July 13, 2007*
Gregory Gillett	**A**	P	P	P	P	P	P	N/A	N/A	*Term expired 04/2010.*
Shirley Hickman	P	P	P	P	P	P	P	P	P	
Rick McIntire	P	P	P	P	P	P	P	N/A	N/A	*Term expired 04/2010.*
John Baumgartner	P	**A**	**A**	**A**	**A**	**A**	**A**	**A**	N/A	
Greg Shelton	P	P	P	P	P	P	P	N/A	N/A	*Term expired 04/2010.*
Jack Irish	P	P	**A**	P	P	P	P	N/A	N/A	*Resigned 04/2010.*
Dick Eckhoff	P	**A**	P	P	P	P	P	P	P	*Reappointed 04/20/10; Resigned 01/11.*
Bob Gray	P	P	**A**	P	P	**A**	**A**	**A**	N/A	*Resigned.*
Barbra Black	N/A	**A**	P	P	P	P	P	N/A	N/A	*Appointed 11/7/06; Term exp. 04/2010*
Josef Guerrero	N/A	N/A	N/A	P	**A**	**A**	**A**	N/A	N/A	*Appointed 8/7/07; Resigned 02/08/10.*
Augie Gonzalez	N/A	N/A	N/A	N/A	N/A	N/A	N/A	P	**A**	*Resigned 01/2011.*
Gary Mekeel	N/A	N/A	N/A	N/A	N/A	N/A	N/A	**A**	P	*Apptd 04/2010 thru 05/2014*
Michael Pavone	N/A	N/A	N/A	N/A	N/A	N/A	N/A	P	**A**	*Apptd 04/2010 thru 05/2014*
Adrian Monte Reyes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	P	P	*Apptd 04/2010 thru 05/2012*
Khris Saleh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	P	P	*Apptd 04/2010 thru 05/2012*
Charles Webber	N/A	N/A	N/A	N/A	N/A	N/A	N/A	P	P	*Apptd 04/2010 thru 05/2014*
John Simonich	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	*Apptd. 01/2011 thru 05/2014.*
Michael MacDonald	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	*Apptd 01/2011 thru 05/2014.*

There were no meetings during this reporting period.

Transactions and Use Tax Oversight Committee
Attendance Records

As of: December 31, 2011

	2010 27-Jun	2010 26-Aug	2011 16-Jun	2011 21-Jul	2011 18-Aug	
Gary Mekeel	**A**	P	**A**	P	**A**	*Apptd 04/2010 thru 05/2014*
Michael Pavone	P	**A**	**A**	**A**	P	*Apptd 04/2010 thru 05/2014*
Adrian Monte Reyes	P	P	P	P	P	*Apptd 04/2010 thru 05/2012*
Khris Saleh	P	P	**A**	P	P	*Apptd 04/2010 thru 05/2012*
Charles Webber	P	P	P	P	P	*Apptd 04/2010 thru 05/2014*
John Simonich	N/A	N/A	P	P	P	*Apptd. 01/2011 thru 05/2014.*
Michael MacDonald	N/A	N/A	P	**A**	P	*Apptd 01/2011 thru 05/2014.*
Gail Lemmen	N/A	N/A	P	P	P	*Apptd 09/2010 thru 05/2012.*
John Dennis	N/A	N/A	P	P	P	*Apptd 09/2010 thru 05/2012.*
Kent D. Hopper	N/A	N/A	N/A	**A**	**A**	*Apptd. 7/2011 thru 05/2012.*

No Meetings have taken place during this reporting period.

Animal Control Commission
Attendance Records

As of June 30, 2023

	2022 May	2022 June	2022 July	2022 11-Aug	2022 13-Oct	2023 12-Jan	2023 13-Apr	*Notes:*
Kathy Guinn	*	*	*	P	P	P	P	
Jerry Hall	*	*	*	**A**	P	P	P	
Art Duron	*	*	*	P				
Kat Harris	*	*	*	P	P	P	P	
Shawn Schwartzenberger		*	*	P	**A**	P	P	
Lacy Goodlett					P	P	P	

*Meeting cancelled due to lack of quorum.
**Meeting cancelled due to holiday and/or scheduling.

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

*Meeting cancelled due to lack of quorum.
**Meeting cancelled due to holiday and/or scheduling.

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

*Meeting cancelled due to lack of quorum.
**Meeting cancelled due to holiday and/or scheduling.

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

*Meeting cancelled due to lack of quorum.
**Meeting cancelled due to holiday and/or scheduling.

Arts Commission
Attendance Records

As of June 30, 2023

	2022 Apr	2022 May	2022 June	2022 July	2022 Aug	2022 Oct	2023 Jan	2023 April	
Kyree Perkins	P	P	P	**	P	*	P	P	
Emily Luna	P	P	P	**	P	*	P	P	
Diego Monterrubio	**A**	**A**	**A**	**	**A**	*	**A**		
Eden Santos	**A**	**A**	P	**					*Vacated seat 8/22*
Maria Menga	P	P	P	**	P	*	P	P	
Dawn Bennett							P	P	

** No meeting held due to lack of quorum.* *** No meeting due to scheduling.*

	2020 Aug	2021 Sept	2021 Oct	2021 Nov	2021 Dec	2022 Jan	2022 Feb	2022 Mar	
Kyree Perkins	*P	**	P	*P	P	P	P	P	
Emily Luna	*P	**	P	*P	P	P	P	P	
Diego Monterrubio	***A**	**	**A**	***A**	**A**	**A**	**A**	**A**	
Eden Santos	*A	**	P	***A**	P	P	**A**	**A**	
Maria Menga		**	P	***A**	P	P	P	P	

** No meeting held due to lack of quorum.* *** No meeting due to scheduling.*

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

** No meeting held due to lack of quorum.* *** No meeting due to scheduling.*

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

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

* No meeting due to lack of quorum.
** Meeting Cancelled

CDBG Citizens' Advisory and Housing Opportunity Committee
Attendance Report as of March 31, 2011

Committee Member	Year Originally Appointed	Special Mtg 2/8/2010	Reg. Mtg 3/15/2010	Reg. Mtg 3/15/2010
Pat Contreras	1988	A	P	P
Linda Olmedo	1997	P	P	P
Grace Munoz-Rios	1992	P	P	P
Rudy Roman	1997	A	A	A
John Dennis	1998	P	P	P
Rebecca Vigil	2008	P	A	A
Kelle Jo Lowe	2009	A	P	P

This Committee meets on an annual basis in March.
No meetings were held during this reporting period.

CDBG Citizens' Advisory and Housing Opportunity Committee
Attendance Report as of June 30, 2009

Committee Member	Year Originally Appointed	Meeting 3/12/2009
Pat Contreras	1988	X
Linda Olmedo	1997	X
Grace Munoz-Rios	1992	X
Rudy Roman	1997	X
John Dennis	1998	
Rebecca Vigil	2008	X
Kelle Jo Lowe	2009	X

CDBG Citizens' Advisory and Housing Opportunity Committee
Attendance Report as of September 30, 2009

Committee Member	Year Originally Appointed	Meeting 3/12/2009
Pat Contreras	1988	X
Linda Olmedo	1997	X
Grace Munoz-Rios	1992	X
Rudy Roman	1997	X
John Dennis	1998	
Rebecca Vigil	2008	X
Kelle Jo Lowe	2009	X

This Committee meets on an annual basis in March. No meetings were held during this reporting period.

X = In attendance

CDBG Citizens' Advisory and Housing Opportunity Committee
Attendance Report as of December 31, 2009

Committee Member	Year Originally Appointed	Reg. Mtg 3/12/2009
Pat Contreras	1988	P
Linda Olmedo	1997	P
Grace Munoz-Rios	1992	P
Rudy Roman	1997	P
John Dennis	1998	A
Rebecca Vigil	2008	P
Kelle Jo Lowe	2009	P

This Committee meets on an annual basis in March.
No meeting was scheduled during this reporting period.

CDBG Citizens' Advisory and Housing Opportunity Committee
Attendance Report as of March 31, 2010

Committee Member	Year Originally Appointed	Reg. Mtg 3/12/2009	Special Mtg 2/8/2010	Reg. Mtg 3/15/2010
Pat Contreras	1988	P	A	P
Linda Olmedo	1997	P	P	P
Grace Munoz-Rios	1992	P	P	P
Rudy Roman	1997	P	A	A
John Dennis	1998	A	P	P
Rebecca Vigil	2008	P	P	A
Kelle Jo Lowe	2009	P	A	P

This Committee meets on an annual basis in March.

CDBG Citizens' Advisory and Housing Opportunity Committee
Attendance Report as of June 30,2010

Committee Member	Year Originally Appointed	Reg. Mtg 3/12/2009	Special Mtg 2/8/2010	Reg. Mtg 3/15/2010
Pat Contreras	1988	P	A	P
Linda Olmedo	1997	P	P	P
Grace Munoz-Rios	1992	P	P	P
Rudy Roman	1997	P	A	A
John Dennis	1998	A	P	P
Rebecca Vigil	2008	P	P	A
Kelle Jo Lowe	2009	P	A	P

This Committee meets on an annual basis in March.

CDBG Citizens' Advisory and Housing Opportunity Committee
Attendance Report as of September 30, 2010

Committee Member	Year Originally Appointed	Reg. Mtg 3/12/2009	Special Mtg 2/8/2010	Reg. Mtg 3/15/2010
Pat Contreras	1988	P	A	P
Linda Olmedo	1997	P	P	P
Grace Munoz-Rios	1992	P	P	P
Rudy Roman	1997	P	A	A
John Dennis	1998	A	P	P
Rebecca Vigil	2008	P	P	A
Kelle Jo Lowe	2009	P	A	P

This Committee meets on an annual basis in March.
No meetings were held during this reporting period.

CDBG Citizens' Advisory and Housing Opportunity Committee
Attendance Report as of March 31, 2011

Committee Member	Year Originally Appointed	Reg. Mtg 3/12/2009	Special Mtg 2/8/2010	Reg. Mtg 3/15/2010	Reg. Mtg 3/14/2011
Pat Contreras	1988	P	A	P	P
Linda Olmedo	1997	P	P	P	P
Grace Munoz-Rios	1992	P	P	P	P
Rudy Roman	1997	P	A	A	A
John Dennis	1998	A	P	P	P
Rebecca Vigil	2008	P	P	A	P
Kelle Jo Lowe	2009	P	A	P	P

This Committee meets on an annual basis in March.

CDBG Citizens' Advisory and Housing Opportunity Committee
Attendance Report as of June 30, 2011

Committee Member	Year Originally Appointed	Reg. Mtg 3/12/2009	Special Mtg 2/8/2010	Reg. Mtg 3/15/2010	Reg. Mtg 3/14/2011
Pat Contreras	1988	P	A	P	P
Linda Olmedo	1997	P	P	P	P
Grace Munoz-Rios	1992	P	P	P	P
Rudy Roman	1997	P	A	A	A
John Dennis	1998	A	P	P	P
Rebecca Vigil	2008	P	P	A	P
Kelle Jo Lowe	2009	P	A	P	P

This Committee meets on an annual basis in March. No meetings were held during this reporting period.

CDBG Citizens' Advisory and Housing Opportunity Committee
Attendance Report as of September 30, 2011

Committee Member	Year Originally Appointed	Reg. Mtg 3/12/2009	Special Mtg 2/8/2010	Reg. Mtg 3/15/2010	Reg. Mtg 3/14/2011
Pat Contreras	1988	P	A	P	P
Linda Olmedo	1997	P	P	P	P
Grace Munoz-Rios	1992	P	P	P	P
Rudy Roman	1997	P	A	A	A
John Dennis	1998	A	P	P	P
Rebecca Vigil	2008	P	P	A	P
Kelle Jo Lowe	2009	P	A	P	P

This Committee meets on an annual basis in March. No meetings were held during this reporting period.

CDBG Citizens' Advisory and Housing Opportunity Committee
Attendance Records

As of June 30, 2023

Committee Member	Reg. Mtg 3/4/2020	Reg. Mtg 2/25/2021	Reg. Mtg 3/14/2022	Reg. Mtg 2/28/2023	Reg. Mtg
Pat Contreras	P	P	P	P	
Linda Mendez	P	P	P	A	
Grace Munoz-Rios	P				
Doug Heusdens	A	A	A		
Rebecca Vigil	A	A	P		
Kelle Jo Lowe	P	P			
Maria Gonzalez	P				
Eriselda Lizarraga		P	A	A	
Isabel Olmos			P	P	
Rebecca Contreras			P	P	
Yalimar Garcia				P	
Jacqueline Verduzco Alanis				P	

* No meeting was held due to COVID.

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

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

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

LIBRARY BOARD OF TRUSTEES - Attendace Record As of 12/31/09

P = Present A = Absent E = Excused absence

		2003 Nov 13	2003 Dec 11	2004 Jan 15	2004 Feb 12	2004 Mar 11	2004 Apr	2004 May 13	2004 Sep 9	2004 Oct 12	Special Notes
Pam Clark		P			P	P		P		P	
Michelle Pengilly		P			P	P					Appt. 11/03
Margaret Slattery		P						P			
Vicky Trueblood		P			P	P		P	P	P	
Hector Villicana								P		P	Appt. 11/03 for L.B.

		2004 Nov 9	2004 Dec 13	2005 Jan 11	2005 Feb 8	2005 Mar 15	2005 Apr 12	2005 May 10	2005 Sep 13	2005 Oct 11	
Pam Clark		P		P			P		P	P	
Joe Moreno		P					P		P	E	Appt. 11/04 for M.S.
Michelle Pengilly		A		A			A		A		Res. 9/05
Vicky Trueblood		P		P			P		P	E	
Hector Villicana		P		P			P		P	P	Re-appt. 11/04

		2005 Nov 8	2005 Dec 13	2006 Jan 10	2006 Feb 14	2006 Mar 14	2006 Apr 11	2006 May 9	2006 Sep 19	2006 Oct 10	
Pam Clark		P	P	E	P	P	P	P	P	P	
Joe Moreno		P	P	A	P	P	P	A	P	P	Re-appt. 10/05
Ellen Nichols		P	P	P	E	P	P	P	P	P	Appt. 10/05 for M.P.
Vicky Trueblood		P	A	P	P	P	A	P	A	P	
Hector Villicana		P	A	A	A	P	A	A	P	P	

		2006 Nov 14	2006 Dec 12	2007 Jan 4*	2007 Feb 13	2007 Mar 13	2007 Apr 10	2007 May 8	2007 Sep 11	2007 Oct 9	
Vikki Cervantes					E	P	P	P			Appt. 1/07, Res. 7/07
Joe Moreno		P	P	P	P	P	P	P	P	P	
Ellen Nichols		P	P	P	P	P	P	A	E	P	Re-appt. 10/6
Sharon Patterson									P	P	Appt. 9/07
Vicky Trueblood		P	P	P	P	P	P	P	P	P	
Hector Villicana		P	P	P	A	P	P	A	P	P	

*January's meeting was combined with the P & L Commision Board meeting for ethics training.

	2007 Nov 13	2007 Dec 11	2008 Jan 8/22*	2008 Feb 12	2008 Mar 11	2008 Apr 8	2008 May 13	2008 Sept 9	2008 Oct 14	
Obdulia Guzman Alvarado	P	P	P*	P	P	P	P	P	P	Appt. 10/07
Joe Moreno	P	E	P	P	P	P	P	P	P	
Ellen Nichols	P	P	P	P	P	P	E	P	P	
Sharon Patterson	P	P	P	P	P	P	P	P	P	
Hector Villicana	P	E	P*	P	A	P	P	P	P	Re-appt. 10/07

**There was a Special Session on January 22, 2008. Hector was absent and Obdulia had an excused absence.*

LIBRARY BOARD OF TRUSTEES - Attendace Record As of 12/31/09

P = Present A = Absent E = Excused absence

	2008 Nov 6*	2008 Dec 9	2009 Jan 13	2009 Feb 10	2009 Mar 10	2009 Apr 14	2009 May 12	2009 Sept 8	2009 Oct 13	
Obdulia Guzman Alvarado	T	E	P	P	P	P	E**	P	P	
Joe Moreno	P	P	P	P	P	P	E**	P	P	
Ellen Nichols	E	P	P	P	P	P	E**	P	E	
Sharon Patterson	P	P	P	P	E	P	E**	P	P	Res. 11/09
Hector Villicana	P	A	E	P	A	E	E**	E		Res. 9/09

	2009 Nov 10	2009 Dec 8								
Obdulia Guzman Alvarado	P	E								
Joe Moreno	P	P								
Ellen Nichols	P	P								Re-appt. 10/09
Catherine May	P	P								Appt. 10/09
Joseph Carter		P								Appt. 11/09
Robert Levine	P									Appt. 10/09, Res. 11/09

**Board Members attending a joint commission ethics training on November 6th in lieu of their regular meeting.*

***Due to a foreseeable lack of quorum, this meeting was cancelled in advance.*

****Special session called by the Chair.*

LIBRARY BOARD OF TRUSTEES - Attendace Record As of 3/31/10

P = Present A = Absent E = Excused absence

		2003 Nov 13	2003 Dec 11	2004 Jan 15	2004 Feb 12	2004 Mar 11	2004 Apr	2004 May 13	2004 Sep 9	2004 Oct 12	Special Notes
Pam Clark		P			P	P		P		P	
Michelle Pengilly		P			P	P					Appt. 11/03
Margaret Slattery		P						P			
Vicky Trueblood		P			P	P		P	P	P	
Hector Villicana								P		P	Appt. 11/03 for L.B.

		2004 Nov 9	2004 Dec 13	2005 Jan 11	2005 Feb 8	2005 Mar 15	2005 Apr 12	2005 May 10	2005 Sep 13	2005 Oct 11	
Pam Clark		P		P			P		P	P	
Joe Moreno		P					P		P	E	Appt. 11/04 for M.S.
Michelle Pengilly		A		A			A		A		Res. 9/05
Vicky Trueblood		P		P			P		P	E	
Hector Villicana		P		P			P		P	P	Re-appt. 11/04

		2005 Nov 8	2005 Dec 13	2006 Jan 10	2006 Feb 14	2006 Mar 14	2006 Apr 11	2006 May 9	2006 Sep 19	2006 Oct 10	
Pam Clark		P	P	E	P	P	P	P	P	P	
Joe Moreno		P	P	A	P	P	P	A	P	P	Re-appt. 10/05
Ellen Nichols		P	P	P	E	P	P	P	P	P	Appt. 10/05 for M.P.
Vicky Trueblood		P	A	P	P	P	A	P	A	P	
Hector Villicana		P	A	A	A	P	A	A	P	P	

		2006 Nov 14	2006 Dec 12	2007 Jan 4*	2007 Feb 13	2007 Mar 13	2007 Apr 10	2007 May 8	2007 Sep 11	2007 Oct 9	
Vikki Cervantes					E	P	P	P			Appt. 1/07, Res. 7/07
Joe Moreno		P	P	P	P	P	P	P	P	P	
Ellen Nichols		P	P	P	P	P	P	A	E	P	Re-appt. 10/6
Sharon Patterson									P	P	Appt. 9/07
Vicky Trueblood		P	P	P	P	P	P	P	P	P	
Hector Villicana		P	P	P	A	P	P	A	P	P	

*January's meeting was combined with the P & L Commision Board meeting for ethics training.

	2007 Nov 13	2007 Dec 11	2008 Jan 8/22*	2008 Feb 12	2008 Mar 11	2008 Apr 8	2008 May 13	2008 Sept 9	2008 Oct 14	
Obdulia Guzman Alvarado	P	P	P*	P	P	P	P	P	P	Appt. 10/07
Joe Moreno	P	E	P	P	P	P	P	P	P	
Ellen Nichols	P	P	P	P	P	P	E	P	P	
Sharon Patterson	P	P	P	P	P	P	P	P	P	
Hector Villicana	P	E	P*	P	A	P	P	P	P	Re-appt. 10/07

**There was a Special Session on January 22, 2008. Hector was absent and Obdulia had an excused absence.*

LIBRARY BOARD OF TRUSTEES - Attendace Record As of 3/31/10

P = Present A = Absent E = Excused absence

	2008 Nov 6*	2008 Dec 9	2009 Jan 13	2009 Feb 10	2009 Mar 10	2009 Apr 14	2009 May 12	2009 Sept 8	2009 Oct 13	
Obdulia Guzman Alvarado	T	E	P	P	P	P	E**	P	P	
Joe Moreno	P	P	P	P	P	P	E**	P	P	
Ellen Nichols	E	P	P	P	P	P	E**	P	E	
Sharon Patterson	P	P	P	P	E	P	E**	P	P	Res. 11/09
Hector Villicana	P	A	E	P	A	E	E**	E		Res. 9/09

	2009 Nov 10	2009 Dec 8	2010 Jan 12	2010 Feb 9	2010 Mar 9	2010 Apr 13	2010 May 11			
Obdulia Guzman Alvarado	P	E	P	P	E					
Joe Moreno	P	P	P	P	P					
Ellen Nichols	P	P	P	P	P					Re-appt. 10/09
Catherine May	P	P	P	E	P					Appt. 10/09
Joseph Carter		P	P	P	E					Appt. 11/09
Robert Levine	P									Appt. 10/09, Res. 11/09

**Board Members attending a joint commission ethics training on November 6th in lieu of their regular meeting.*

***Due to a foreseeable lack of quorum, this meeting was cancelled in advance.*

****Special session called by the Chair.*

LIBRARY & LITERACY COMMISSION - Attendance Record As of: June 30, 2011

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

		2003 Nov 13	2003 Dec 11	2004 Jan 15	2004 Feb 12	2004 Mar 11	2004 Apr	2004 May 13	2004 Sep 9	2004 Oct 12	Special Notes
Pam Clark		P			P	P		P		P	
Michelle Pengilly		P			P	P					Appt. 11/03
Margaret Slattery		P						P			
Vicky Trueblood		P			P	P		P	P	P	
Hector Villicana								P		P	Appt. 11/03 for L.B.

		2004 Nov 9	2004 Dec 13	2005 Jan 11	2005 Feb 8	2005 Mar 15	2005 Apr 12	2005 May 10	2005 Sep 13	2005 Oct 11	
Pam Clark		P		P			P		P	P	
Joe Moreno		P					P		P	E	Appt. 11/04 for M.S.
Michelle Pengilly		A		A			A		A		Res. 9/05
Vicky Trueblood		P		P			P		P	E	
Hector Villicana		P		P			P		P	P	Re-appt. 11/04

		2005 Nov 8	2005 Dec 13	2006 Jan 10	2006 Feb 14	2006 Mar 14	2006 Apr 11	2006 May 9	2006 Sep 19	2006 Oct 10	
Pam Clark		P	P	E	P	P	P	P	P	P	
Joe Moreno		P	P	A	P	P	P	A	P	P	Re-appt. 10/05
Ellen Nichols		P	P	P	E	P	P	P	P	P	Appt. 10/05 for M.P.
Vicky Trueblood		P	A	P	P	P	A	P	A	P	
Hector Villicana		P	A	A	A	P	A	A	P	P	

		2006 Nov 14	2006 Dec 12	2007 Jan 4*	2007 Feb 13	2007 Mar 13	2007 Apr 10	2007 May 8	2007 Sep 11	2007 Oct 9	
Vikki Cervantes					E	P	P	P			Appt. 1/07, Res. 7/07
Joe Moreno		P	P	P	P	P	P	P	P	P	
Ellen Nichols		P	P	P	P	P	P	A	E	P	Re-appt. 10/6
Sharon Patterson									P	P	Appt. 9/07
Vicky Trueblood		P	P	P	P	P	P	P	P	P	
Hector Villicana		P	P	P	A	P	P	A	P	P	

*January's meeting was combined with the P & L Commision Board meeting for ethics training.

	2007 Nov 13	2007 Dec 11	2008 Jan 8/22*	2008 Feb 12	2008 Mar 11	2008 Apr 8	2008 May 13	2008 Sept 9	2008 Oct 14	
Obdulia Guzman Alvarado	P	P	P*	P	P	P	P	P	P	Appt. 10/07
Joe Moreno	P	E	P	P	P	P	P	P	P	
Ellen Nichols	P	P	P	P	P	P	E	P	P	
Sharon Patterson	P	P	P	P	P	P	P	P	P	
Hector Villicana	P	E	P*	P	A	P	P	P	P	Re-appt. 10/07

**There was a Special Session on January 22, 2008. Hector was absent and Obdulia had an excused absence.*

LIBRARY & LITERACY COMMISSION - Attendance Record

As of: June 30, 2011

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

As of: June 30, 2011

	2008 Nov 6*	2008 Dec 9	2009 Jan 13	2009 Feb 10	2009 Mar 10	2009 Apr 14	2009 May 12	2009 Sept 8	2009 Oct 13	
Obdulia Guzman Alvarado	T	E	P	P	P	P	E**	P	P	
Joe Moreno	P	P	P	P	P	P	E**	P	P	
Ellen Nichols	E	P	P	P	P	P	E**	P	E	
Sharon Patterson	P	P	P	P	E	P	E**	P	P	Res. 11/09
Hector Villicana	P	A	E	P	A	E	E**	E		Res. 9/09

	2009 Nov 10	2009 Dec 8	2010 Jan 12	2010 Feb 9	2010 Mar 9	2010 Apr 13	2010 May 11	2010 July 13***	2010 Aug 10	
Obdulia Guzman Alvarado	P	E	P	P	E	P	P	P	E	
Joe Moreno	P	P	P	P	P	P	P	P	P	
Ellen Nichols	P	P	P	P	P	P	E	P	P	Re-appt. 10/09
Catherine May	P	P	P	E	P	P	P	P	T	Appt. 10/09
Joseph Carter		P	P	P	E	P	E	P	P	Appt. 11/09
Robert Levine	P									Appt. 10/09, Res. 11/09

	2010 Sept 14	2010 Sept 27*	2010 Oct 11*	2010 Oct 12	2010 Nov 9	2010 Dec 14	2011 Jan 11	2011 Feb 8	2011 Mar 8	
Obdulia Guzman Alvarado	P	P	T	T	P	*	*	*	*	Term Expired 10/10
Joe Moreno	P	A	P	P	P	P	P	P	E	
Ellen Nichols	P	P	P	P	P	P	P	P	E	Re-appt. 10/09
Catherine May	P	A	P	P	P	E	P	P	P	Re-appt. 10/10
Rebecca Grayson					P	P	P	P	P	Appt. 10/10
Joseph Carter	P	P	P	E	P	E	E	P	E	Appt. 11/09
Mary Leavitt								P	P	Appt. 1/11
Stephanie Cortez								P	P	Appt. 1/11

**Special session called by the Chair.*

	2011 Apr 12	2011 Apr 23*	2011 May 10	2011 June 14*	2011 July	2011 Aug	2011 Sept	2011 Oct	2011 Nov	
Joe Moreno	P	E	E	E						
Ellen Nichols	P	P	P	P						Re-appt. 10/09
Catherine May	P	P	P	P						Re-appt. 10/10
Rebecca Grayson	P	E	P	P						Appt. 10/10
Joseph Carter	P	P	P	P						Appt. 11/09
Mary Leavitt	P	P	E	P						Appt. 1/11
Stephanie Cortez	P	P	E	P						Appt. 1/11

LIBRARY & LITERACY COMMISSION - Attendance Record As of: June 30, 2011

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

**Special session called by the Chair.*

LIBRARY & LITERACY COMMISSION - Attendance Record As of: June 30, 2011

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

	2010 Sept 14	2010 Sept 27*	2010 Oct 11*	2010 Oct 12	2010 Nov 9	2010 Dec 14	2011 Jan 11	2011 Feb 8	2011 Mar 8	
Obdulia Guzman Alvarado	P	P	T	T	P	*	*	*	*	Term Expired 10/10
Joe Moreno	P	A	P	P	P	P	P	P	E	
Ellen Nichols	P	P	P	P	P	P	P	P	E	Re-appt. 10/09
Catherine May	P	A	P	P	P	E	P	P	P	Re-appt. 10/10
Rebecca Grayson					P	P	P	P	P	Appt. 10/10
Joseph Carter	P	P	P	E	P	E	E	P	E	Appt. 11/09
Mary Leavitt								P	P	Appt. 1/11
Stephanie Cortez								P	P	Appt. 1/11

**Special session called by the Chair.*

	2011 Apr 12	2011 Apr 23*	2011 May 10	2011 June 14*	2011 July 14*	2011 Aug 9**	2011 Sept 13	2011 Oct	2011 Nov	
Joe Moreno	P	E	E	E	P		P			
Ellen Nichols	P	P	P	P	P		P			Re-appt. 10/09
Catherine May	P	P	P	P	P		P			Re-appt. 10/10
Rebecca Grayson	P	E	P	P	A		P			Appt. 10/10
Joseph Carter	P	P	P	P	P					Appt. 11/09; resigned 7/11.
Mary Leavitt	P	P	E	P	P		E			Appt. 1/11
Stephanie Cortez	P	P	E	P	P		E			Appt. 1/11
Allan Bailey										Appt. 9/11

**Special session called by the Chair.*

LIBRARY & LITERACY COMMISSION - Attendance Record As of: September 30, 2011

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

	2010 Sept 14	2010 Sept 27*	2010 Oct 11*	2010 Oct 12	2010 Nov 9	2010 Dec 14	2011 Jan 11	2011 Feb 8	2011 Mar 8	
Obdulia Guzman Alvarado	P	P	T	T	P	*	*	*	*	Term Expired 10/10
Joe Moreno	P	A	P	P	P	P	P	P	E	
Ellen Nichols	P	P	P	P	P	P	P	P	E	Re-appt. 10/09
Catherine May	P	A	P	P	P	E	P	P	P	Re-appt. 10/10
Rebecca Grayson					P	P	P	P	P	Appt. 10/10
Joseph Carter	P	P	P	E	P	E	E	P	E	Appt. 11/09
Mary Leavitt								P	P	Appt. 1/11
Stephanie Cortez								P	P	Appt. 1/11

**Special session called by the Chair.*

	2011 Apr 12	2011 Apr 23*	2011 May 10	2011 June 14*	2011 July 14*	2011 Aug 9**	2011 Sept 13	2011 Oct	2011 Nov	
Joe Moreno	P	E	E	E	P		P			
Ellen Nichols	P	P	P	P	P		P			Re-appt. 10/09
Catherine May	P	P	P	P	P		P			Re-appt. 10/10
Rebecca Grayson	P	E	P	P	A		P			Appt. 10/10
Joseph Carter	P	P	P	P	P					Appt. 11/09; resigned 7/11.
Mary Leavitt	P	P	E	P	P		E			Appt. 1/11
Stephanie Cortez	P	P	E	P	P		E			Appt. 1/11
Allan Bailey										Appt. 9/11

**Special session called by the Chair.*

***No meeting due to lack of a quorum.*

LIBRARY & LITERACY COMMISSION - Attendance Record As of June 30, 2023

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

= Summer Hiatus

** = No meeting held

	2023 June	2023 July	2023 Aug	2023 Sept	2023 Oct	2023 Nov	2023 Dec	2024 Jan	2024 Feb	2024 Mar	
Kim Baumgardner											
Patience Christenson											
Esther Figueroa											
Edith LaVonne											
Susan Uptain											
Fernando Serrano											
Sonya Lopez											

**Attended via Zoom as non-voting member.*

	2022 Aug	2022 Sept	2022 Oct	2022 Nov	2022 Dec	2023 Jan	2023 Feb	2023 Mar	2023 Apr	2023 May	
Kim Baumgardner	P	P	P	P	E	P	P	P	P	P	
Patience Christenson	P	P	E	E	E	P	P*	**A**	**A**	P	
Esther Figueroa	P	P	P	P	P	P	P	P	P	P	
Edith LaVonne	P	P	P	P	P	P	P	P	P	P	
Susan Uptain	P	P	P	P	P	P	P	**A**	**A**	P	
Fernando Serrano			P	P	P	P	P	**A**	**A**	P	
Sonya Lopez			P	P	P	P	P	P	P	P	

**Attended via Zoom as non-voting member.*

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

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

Parks & Leisure Services Commissioner's Record of Attendan

Parks & Leisure Services Commissioner's Record of Attendan

	2005 Nov 03	2005 Dec 28	2006 Jan 05	2006 Feb 2	### Mar 2	2006 Apr 13	2006 May 4	2006 June 1	2006 July 6
Grace Munoz-Rios	P	P	P	P	P	P	E	P	E
Greg Shelton	P	P	P	P	P	P	P	P	P
George Luna	P	A	P	P	P	E	P	P	E
Joe Ruiz	P	P	P	P	P	P	P	E	P
Tom O'Sullivan	P	P	P	P	P	P	P	P	P
John Hardin	P	P	P	P	P	P	P	P	P
Chris Edwards	P	P	P	P	P	P	E	P	P
Cathy Capone**		P	P	P	P	P	P	A	A
	7	7	8	8	8	7	6	6	5

P = Present at meeting E = Excused Abse

Parks & Leisure Services Commissioner's Record of Attendan

	2006 Nov 2	2006 Nov 30	2007 Jan 4	2007 Feb 1	### Feb 27	2007 Apr 10	2007 May 10	2007 May 31	2007 July 12
Grace Munoz-Rios	A	P	P	P	E	E	E	P	P
Greg Shelton	P	P	P	P	P	P	P	P	P
George Luna	P	E	P	A	P	P	E	E	P
Joe Ruiz	P	P	E	P	P	P	P	P	P
Tom O'Sullivan	P	P	P	E	P	P	P	P	P
John Hardin	P	P	E	P	P	P	P	P	P
Chris Edwards	P	P	P	P	P	P	P	P	P
Cathy Capone	E	P	P	P	P	A	P	P	P
	6	8	6	6	7	6	6	7	8

Meetings for the months of December 2006
2007 were scheduled one week sooner to enhanc

Parks & Leisure Services Commissioner's Record of Attendan

	2007 Nov 1	2007 Dec 6	2008 Jan 3	2008 Feb 7	2008 Mar 6	2008 Apr 3	2008 May 1	2008 June 5	2008 July 10
Donald W. Beardsley	P	P	P	P	P	P	P	P	P
Greg Shelton	P	P	P	P	P	P	P	P	P

George Luna	A	P	P	P	E	P	P	E	E
Joe Ruiz	P	P	P	P	P	P	P	P	P
Tom O'Sullivan	P	P	P	P	P	P	P	P	P
Charles F. Webber	P	P	P	P	P	P	P	P	P
Chris Edwards	E	P	P	P	P	P	P	P	P
Cathy Capone	E	P	E	A	P	P	P	P	P
	6	8	7	7	8	8	8	8	7

P = Present at meeting E = Excused Absence A = Abs

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2006 Aug 3	2006 Aug 10	2006 Sept 7	2006 Oct 5	
P	P	P	P	
P	P	P	P	
P	A	P	P	
P	A	P	P	
P	A	P	P	
P	A	P	P	
P	P	P	P	
E	P	P	P	Appted. 01/31/06***
7	4****	8		

ence A = Absent

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2007 Aug 2	2007 Sept 6	2007 Oct 4
A	E	P
P	P	P
A	P	P
P	E	E
P	P	P
P	P	P
P	P	E
P	P	P
6	6	6

ɓ, March and June
ce attendance capabilities

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2008 Aug 14	2008 Sept 4	2008 Oct 2	
P	P	P	Appt. 10/07
P	P	P	ApptFT10/07

P	P	A	Appt. 10/07
P	P	P	
P	P	P	
P	P	P	Appt. 10/07
P	P	P	
P	A	P	
8	7	7	

sent

Parks & Leisure Services Commissioner's Record of Attendance

	2010 Nov 4	2010 Dec 2	2011 Jan 6	2011 Feb 3	2011 Mar 3	2011 Apr 7	2011 May 5	2011 June 2	2011 July 7	2011 Aug 4	2011 Sept 1	2011 Oct	
Donald W. Beardsley	T	T	T	T	A	T	P	T	P	*	P		FT Exp 10/11
Rocco Calantone	P	P	P	E	P	P	P	E	E	*	P		FT Exp 10/11
Gary Ingraham			P	E	P	P	P	P	P	*	P		PUSD Rep.
Case Lok	P	P	P	P	P	P	P	P	P	*	P		FT Exp 10/13
Monte Moore	P	P	T	P	P	P	P	P	P	*	P		FT Exp 10/13
Charles F. Webber	P	P	P	P	P	P	P	P	P	*	P		FT Exp 10/11
Leticia Lupio	P	P	P	P	P	T	T	P	P	*	P		FT Exp 10/13
Rick Vafeades	P	P	P	P	P	P	P	P	P	*	P		FT Exp 10/13
	7	7	8	6	7	8	8	7	7		8		

* Lack of quorum. Informational discussion only.

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

Parks & Leisure Services Commissioner's Record of Attendance

	2009 Nov 5	2009 Dec 3	2010 Jan 8	2010 Feb 4	2010 Mar 4	2010 Apr 1	2010 May 6	2010 June 3	2010 July 1	2010 Aug 5	2010 Sept 2	2010 Oct 7	
Donald W. Beardsley	P	P	P	A	A	P	P	A	P	P	P	P	FT Exp 10/11
Rocco Calantone	P	P	P	P	P	P	A	P	P	P	P	E	FT Exp 10/11
Cathy Capone	P	P	T	P	P	A	P	*	*	*	*	*	*Resigned
Case Lok	P	P	E	P	P	P	P	P	P	P	E	E	FT Exp 10/13
Monte Moore	P	P	P	P	P	P	P	E	P	P	P	P	FT Exp 10/13
Charles F. Webber	P	P	P	P	P	P	P	P	P	P	P	P	FT Exp 10/11
Leticia Lupio	P	P	P	P	P	P	P	P	P	P	P	P	FT Exp 10/13
Rick Vafeades	P	P	P	P	P	P	P	E	P	P	P	P	FT Exp 10/13
	8	8	7	7	7	7	7	4	7	7	6	5	

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

Parks & Leisure Services Commissioner's Record of Attendance

	2008 Nov 6	2008 Dec 4	2009 Jan 8	2009 Feb 5	2009 Mar 5	2009 Apr 2	2009 May 12	2009 June 4	2009 July 2	2009 Aug 6	2009 Sept 4	2009 Oct 1	
Donald W. Beardsley	E	T	A	P	P	P	P	E	P	A	P	P	FTExp 10/11
Greg Shelton	P*	T	T	P	P	P	P	P	P	P	P	P	FT Exp 10/09
George Luna	T	P	P	P	E	E	P	P	A	A	P	P	FT Exp 10/11
Joe Ruiz	P	P	P	E	P	E	P	P	P	P	P	T	FT Exp 10/09
Tom O'Sullivan	P	P	P	P	P	P	E	E	P	P	P	P	FT Exp 10/09
Charles F. Webber	E	P	P	P	P	P	P	P	P	P	P	P	FT Exp 10/11
Chris Edwards	P	E	P	P	P	P	P	P	E	P	A	P	FT Exp 10/09
Cathy Capone	E	P	P	A	T	P	P	P	P	A	P	A	FT Exp 10/11
	6	7	7	6	7	6	7	6	6	5	7	7	

P= Present at Meeting E= Excused at Meeting A= Absent

Parks & Leisure Services Commissioner's Record of Attendance

	2007 Nov 1	2007 Dec 6	2008 Jan 3	2008 Feb 7	2008 Mar 6	2008 Apr 3	2008 May 1	2008 June 5	2008 July 10	2008 Aug 14	2008 Sept 4	2008 Oct 2	
Donald W. Beardsley	P	P	P	P	P	P	P	P	P	P	P	P	Appt.FT10/07
Greg Shelton	P	P	P	P	P	P	P	P	P	P	P	P	ApptFT10/05
George Luna	A	P	P	P	E	P	P	E	E	P	P	A	Appt.FT10/07
Joe Ruiz	P	P	P	P	P	P	P	P	P	P	P	P	Appt FT10/05
Tom O'Sullivan	P	P	P	P	P	P	P	P	P	P	P	P	Appt FT10/05
Charles F. Webber	P	P	P	P	P	P	P	P	P	P	P	P	Appt.FT10/07
Chris Edwards	E	P	P	P	P	P	P	P	P	P	P	P	Appt.FT10/05
Cathy Capone	E	P	E	A	P	P	P	P	P	P	A	P	Appt.FT10/07
	5	8	7	7	8	8	8	8	7	8	7	7	

P = Present at meeting E = Excused Absence A = Absent

PARKS & LEISURE SERVICES COMMISSION
ATTENDANCE RECORDS

As of June 30, 2023

Parks & Leisure Services Commissioner's Record of Attendance

	2022 July	2022 Aug	2022 Sept	2022 Oct	2022 Nov	2022 Dec	2023 Jan	2023 Feb	2023 Mar	2023 Apr	2023 May	2023 June
Phillip Duncan	**	**	P	A	P	E	E	P	P	E	P	A
Diane Graybehl	**	**	E	P	P	P	P	P	E	P	P	E
Kieran Daly	**	**	P	P	A	P	P	P	P	P	E	P
Janet Uresti	**	**	P	P	P	P	P	P	P	A	P	P
Tom Fiormonti	**	**	P	P	P	P	P	E	P	P	P	E
Jason Gurrola	**	**	E	P	P	A	A	P	P	P	P	P
Jason Pommier	**	**	P	P	E	P	P	P	E	P	P	P
Arlene Pena	**	**	P	A	P	P	P	P	E	A	A	A

**No meeting held. * Due to lack of quorum, an informal discussion only took place.
P = Present; E = Excused Absence; A = Absent; T = Tardy

Parks & Leisure Services Commissioner's Record of Attendance

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

**No meeting held. * Due to lack of quorum, an informal discussion only took place.
P = Present; E = Excused Absence; A = Absent; T = Tardy

Parks & Leisure Services Commissioner's Record of Attendance

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

**No meeting held. * Due to lack of quorum, an informal discussion only took place.
P = Present; E = Excused Absence; A = Absent; T = Tardy

CITY COUNCIL AGENDA – AUGUST 1, 2023

SUBJECT: OHV Park Quarterly Report FY 2022-2023 (April - June 2023)

SOURCE: Parks and Leisure Services

COMMENT: At the request of the City Council, staff is providing a report on participation numbers at the OHV Park for informational purposes. The report reflects the Fourth Quarter (April - June 2023) for FY 2022-2023.

RECOMMENDATION: Informational Only

ATTACHMENTS: 1. OHV Park Quarterly Report (April - June 2023)

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

PORTERVILLE OHV RIDERSHIP

	Apr-22	Apr-23	May-22	May-23	Jun-22	Jun-23
Riders	127	174	92	80	161	130
Revenue	$ 1,905.00	$ 4,350.00	$ 2,200.00	$ 2,000.00	$ 3,785.00	$ 3,250.00
Days Open	8	6	8	5	8	9

CITY COUNCIL AGENDA – AUGUST 1, 2023

SUBJECT: Golf Course Quarterly Report FY 2022-2023 (April - June 2023)

SOURCE: Parks and Leisure Services

COMMENT: At the request of the City Council, staff is providing a report on participation numbers at the Porterville Golf Course for informational purposes. The report reflects the Fourth Quarter (April - June 2023) for FY 2022-2023.

RECOMMENDATION: Informational Only

ATTACHMENTS: 1. Golf Course Quarterly Report (April - June 2023)

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

PORTERVILLE GOLF COURSE STATISTICS

	Apr-22	Apr-23	May-22	May-23	Jun-22	Jun-23
Golfers	2734	1997	2864	2540	2636	2397
Repeat 9/Twilight	1492	1033	1556	859	1343	988
Tickets Used	1100	768	1251	1187	1264	865
Passes Sold	39	27	43	35	39	61
Carts	1136	909	2864	1112	1152	1037
Total	**$26,025.50**	**$22,484.00**	**$26,864.50**	**$28,479.00**	**$24,132.50**	**$30,519.00**

FOOTGOLF

	Apr-22	Apr-23	May-22	May-23	Jun-22	Jun-23
18-hole adult	0	0	2	0	2	0
18-hole youth	0	0	3	0	3	0
Cart rental	0	0	0	0	0	0
Ball rental	0	0	0	0	0	0
Party	0	0	0	0	0	0
Total	**$0.00**	**$0.00**	**$35.00**	**$0.00**	**$35.00**	**$0.00**

GRAND TOTAL	**$26,025.50**	**$22,484.00**	**$26,899.50**	**$28,479.00**	**$24,167.50**	**$30,519.00**

* **Repeat 9:** Additional 9 rounds after first 9
* **Twilight:** Afternoon discount rate
* **Tickets:** Surcharge with monthly play pass $1.00 9-hole, $2.00 18-hole
* **Passes:** Monthly Passes sold

CITY COUNCIL AGENDA – AUGUST 1, 2023

SUBJECT: Street Performance Measure Quarterly Report FY 2022-2023 (April - June 2023)

SOURCE: Engineering and Project Management

COMMENT: The purpose of this staff report is to provide the City Council with an update on progress made on street reconstruction, overlay, micro-surfacing, and pothole repair efforts for the third quarter of FY 2022-2023 (April - June 2023). For Council's information, when reviewing the report, the light blue bar represents staff's estimated quantity of "work" for each category for the fiscal year. The black overlaid bar represents the quantity of work accomplished to date.

City street crews have focused mainly on street repairs and pothole repair efforts during this third quarter reporting period. Villa Street reconstruction (Olive Avenue to Henderson Avenue) and Main Street reconstruction (Olive Avenue to Morton Avenue) have been awarded and are both set to begin construction imminently. Newcomb Street reconstruction (Olive Avenue to Porter Slough), Villa Street reconstruction (Henderson Avenue to Westfield Avenue), Henderson Avenue rehabilitation (Westwood Street to Patsy Street), Union Avenue reconstruction (Westwood Street to Plano Street), Grand Avenue (Fourth Street to Plano Street) and Henrahan Street (Grand Avenue to Morton Avenue) reconstruction, Montgomery Avenue reconstruction (Jaye Street to H Street), and Date Avenue (Jaye Street to H Street) and Kessing Street (Date Avenue to River Avenue) widening are under design.

RECOMMENDATION: Information Only

ATTACHMENTS:
1. 2022-2023 Level of Service Progress Report 4th quarter
2. 2022-2023 Level of Service Progress Report 3rd quarter

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE
2022/2023 Level of Service Report
Prepared By J. Sanchez

4th QUARTER REPORT - July 1, 2022 - June 30, 2023

Task

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

4000 LF | 12000 LF | 20000 LF | 28000 LF | 36000 LF | 44000 LF | 52000 LF | 60000 LF | 68000 LF | 76000 LF | 84000 LF | 92000 LF | 100000 LF

Total FY 22/23: 0 Lineal Feet of Street Lanes

2. Overlay Progress
Each square Represents 500 LF of Overlayed Streets
(Length represents street lanes)

2000 LF | 6000 LF | 10000 LF | 14000 LF | 18000 LF | 22000 LF | 26000 LF | 30000 LF | 34000 LF | 38000 LF | 42000 LF | 48000 LF | 52000 LF

Total FY 22/23: 85,958 Lineal Feet of Street Lanes

3. Micro Surfacing Progress
Each square represents 1000 LF of Micro-Surfaced Streets
(Length represents street lanes)

4000 LF | 12000 LF | 20000 LF | 28000 LF | 36000 LF | 44000 LF | 52000 LF | 60000 LF | 68000 LF | 76000 LF | 84000 LF | 92000 LF | 100000 LF

Total FY 22/23: 0 Lineal Feet

4. Pothole Repair Progress
Each Square Represents 250 SF of Pothole Repair
(Each Square Represnts Approx. 250 Potholes Repaired)

2000 SF | 4000 SF | 6000 SF | 8000 SF | 10000 SF | 12000 sf | 14000 sf | 16000 sf | 18000 sf | 20000 sf | 22000 sf | 24000 sf

Total FY 22/23: 72,336 Square Feet

Total annual effort in lineal feet or square footage

Completed as of 06/30/2023

4th QUARTER REPORT - July 1, 2022 - June 30, 2023

CITY OF PORTERVILLE
2022/2023 Level of Service Report
Prepared By J. Sanchez

3nd QUARTER REPORT - July 1, 2022 - March 31, 2023

Task

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

4000 LF | 12000 LF | 20000 LF | 28000 LF | 36000 LF | 44000 LF | 52000 LF | 60000 LF | 68000 LF | 76000 LF | 84000 LF | 92000 LF | 100000 LF

Total FY 22/23: 0 Lineal Feet of Street Lanes

2. Overlay Progress
Each square Represents 500 LF of Overlayed Streets
(Length represents street lanes)

2000 LF | 6000 LF | 10000 LF | 14000 LF | 18000 LF | 22000 LF | 26000 LF | 30000 LF | 34000 LF | 38000 LF | 42000 LF | 48000 LF | 52000 LF

Total FY 22/23: 52,760 Lineal Feet of Street Lanes

3. Micro Surfacing Progress
Each square represents 1000 LF of Micro-Surfaced Streets
(Length represents street lanes)

4000 LF | 12000 LF | 20000 LF | 28000 LF | 36000 LF | 44000 LF | 52000 LF | 60000 LF | 68000 LF | 76000 LF | 84000 LF | 92000 LF | 100000 LF

Total FY 22/23: 0 Lineal Feet

4. Pothole Repair Progress
Each Square Represents 250 SF of Pothole Repair
(Each Square Represnts Approx. 250 Potholes Repaired)

2000 SF | 4000 SF | 6000 SF | 8000 SF | 10000 SF | 12000 sf | 14000 sf | 16000 sf | 18000 sf | 20000 sf | 22000 sf | 24000 sf

Total FY 22/23: 49,550 Square Feet

Total annual effort in lineal feet or square footage

Completed as of 03/31/2023

3rd QUARTER REPORT - July 1, 2022 - March 31, 2023

CITY COUNCIL AGENDA – AUGUST 1, 2023

SUBJECT: Building Permit Activity Quarterly Report FY 2022-2023 (April - June 2023)

SOURCE: Engineering and Project Management

COMMENT: The Building Permit Activity Report (BPAR) presented herein to the City Council covers the months of April, May and June 2023. The two main categories include new residential permits issued and new commercial permits issued.

4th Quarter of FY 2021/2022 compared to 4th Quarter of FY 2022/2023
New residential permits issued during the 4th quarter of 2022/23 (18) showed a 5.26% decrease from the 4th quarter of 2021/22 (19). New commercial permits issued during the 4th quarter of 2022/23 (0) showed a 100% decrease from the 4th quarter of 2021/22 (1).

Year-to-Date (July 2022 to June 2023)
New residential permits issued this fiscal year (79) are down 28.83% compared to the same period last fiscal year (111). The number of commercial permits issued this fiscal year (4) is down 60% from the same period last fiscal year (10).

RECOMMENDATION: Information Only

ATTACHMENTS:
1. Building Activity Report - April 2023
2. Building Activity Report - May 2023
3. Building Activity Report - June 2023

Appropriated/Funded:

Review By:

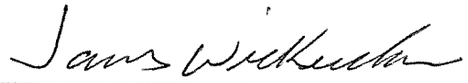
Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2021 - 4/30/2022 AND
7/1/2022 - 4/30/2023

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	APRIL 2023	APRIL 2022	THIS YEAR TO DATE	LAST YEAR TO DATE	APRIL 2023	APRIL 2022	THIS YEAR TO DATE	LAST YEAR TO DATE	APRIL 2023	APRIL 2022	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	4	13	65	105	758,017	11,491,725	11,375,535	50,991,096	8,680.74	69,973.91	137,370.26	304,865.81
NEW COMM	0	0	4	9	0	0	2,215,000	5,351,000	0.00	0.00	9,221.72	35,729.97
RESID IMROV	13	6	62	72	225,500	74,310	1,400,319	1,152,366	5,277.25	2,271.00	30,525.00	34,877.71
COMM IMPROV	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00
OTHER	41	32	270	287	418,696	596,529	5,469,225	6,009,387	8,934.35	7,563.00	65,538.50	76,527.26
ELECT	96	87	894	592	1,847,923	1,681,734	20,139,487	11,484,706	18,541.00	16,797.00	177,755.70	118,909.00
PLUMB	50	49	465	621	104,044	91,634	1,350,450	1,566,843	5,134.00	7,252.00	61,185.00	92,047.00
TOTALS	204	187	1,760	1,686	3,354,180	13,935,933	41,950,016	76,555,398	46,567.34	103,856.91	481,596.18	662,956.75

	NEW DWELLING UNITS TOTALS			
	APRIL 2023	APRIL 2022	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	4	11	62	100
MULTI FAMILY	0	74	2	155
TOTAL	4	85	64	255



CHIEF BUILDING OFFICIAL

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2021 - 5/31/2022 AND
7/1/2022 - 5/31/2023

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	MAY 2023	MAY 2022	THIS YEAR TO DATE	LAST YEAR TO DATE	MAY 2023	MAY 2022	THIS YEAR TO DATE	LAST YEAR TO DATE	MAY 2023	MAY 2022	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	5	1	70	106	790,990	82,783	12,166,525	51,073,879	11,688.70	2,294.05	149,058.96	307,159.86
NEW COMM	0	0	4	9	0	0	2,215,000	5,351,000	0.00	0.00	9,221.72	35,729.97
RESID IMROV	13	4	75	76	364,826	192,500	1,765,145	1,344,866	10,107.71	2,023.32	40,632.71	36,901.03
COMM IMPROV	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00
OTHER	43	35	313	322	668,310	435,833	6,137,535	6,445,220	15,294.55	8,343.70	80,833.05	84,870.96
ELECT	83	65	977	657	2,702,946	1,164,597	22,842,433	12,649,303	16,623.70	13,372.70	194,379.40	132,281.70
PLUMB	80	50	545	671	288,258	122,233	1,638,708	1,689,076	10,898.00	7,334.00	72,083.00	99,381.00
TOTALS	224	155	1,984	1,841	4,815,330	1,997,947	46,765,346	78,553,345	64,612.66	33,367.77	546,208.84	696,324.52

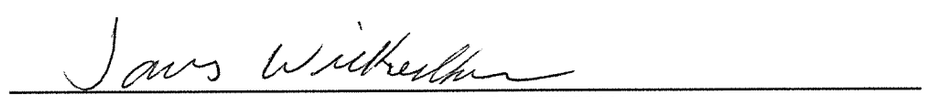
	NEW DWELLING UNITS TOTALS			
	MAY 2023	MAY 2022	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	3	1	65	101
MULTI FAMILY	2	0	4	155
TOTAL	5	1	69	256

CHIEF BUILDING OFFICIAL

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2021 - 6/30/2022 AND
7/1/2022 - 6/30/2023

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	JUNE 2023	JUNE 2022	THIS YEAR TO DATE	LAST YEAR TO DATE	JUNE 2023	JUNE 2022	THIS YEAR TO DATE	LAST YEAR TO DATE	JUNE 2023	JUNE 2022	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	9	5	79	111	1,151,191	9,222,865	13,317,716	60,296,744	18,581.04	67,484.77	167,640.00	374,644.63
NEW COMM	0	1	4	10	0	1,400,000	2,215,000	6,751,000	0.00	6,141.99	9,221.72	41,871.96
RESID IMROV	13	4	88	80	303,394	49,916	2,068,538	1,394,782	7,386.10	997.00	48,018.81	37,898.03
COMM IMPROV	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00
OTHER	50	36	363	358	931,934	531,197	7,069,470	6,976,417	12,464.70	9,176.35	93,297.75	94,047.31
ELECT	69	70	1,046	727	1,468,516	1,286,152	24,310,949	13,935,456	13,681.70	13,464.00	208,061.10	145,745.70
PLUMB	66	59	611	730	214,232	183,281	1,852,940	1,872,357	8,940.00	8,738.00	81,023.00	108,119.00
TOTALS	207	175	2,191	2,016	4,069,267	12,673,411	50,834,613	91,226,757	61,053.54	106,002.11	607,262.38	802,326.63

	NEW DWELLING UNITS TOTALS			
	JUNE 2023	JUNE 2022	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	7	4	72	105
MULTI FAMILY	0	59	4	214
TOTAL	7	63	76	319



CHIEF BUILDING OFFICIAL

CITY COUNCIL AGENDA – AUGUST 1, 2023

SUBJECT: Code Enforcement Quarterly Report FY 2022-2023 (April - June 2023)

SOURCE: Fire

COMMENT: This informational report utilizes data from the "myPorterville" application for tracking code enforcement activity between April 1, 2023 through June 30, 2023. During the fourth quarter of Fiscal Year 2022-2023, each department of the City contributed towards recording 871 code enforcement issues. Of these, 634 were corrected and 237 were continued into the first quarter of Fiscal Year 2023-2024 for additional corrective action. The Code Enforcement Division issued 132 Administrative Citations.

At its meeting on July 20, 2021, the City Council reviewed its Ordinance related to the parking and storing of recreational vehicles, boats, and trailers. During the past quarter, Code Enforcement received fifty-one (51) complaints specific to recreational vehicles, boats, and trailers, of which twenty-seven (27) had been completed at the time of this report.

RECOMMENDATION: Informational Only

ATTACHMENTS: 1. Code Enforcement Quarterly Report (April - June 2023)

Appropriated/Funded:

Review By:

Department Director:
Bryan Cogburn, Fire Chief

Final Approver: John Lollis, City Manager

Code Enforcement Report, Quarter 4, FY 22-23

Q4 Code Enforcement Activity	# Requests	# Completed	% Closed
Abandoned Vehicle (Street)	26	18	69.23%
Animals- agricultural animals	1	1	100.00%
Animals- barking dogs	27	25	92.59%
Animals- keeping too many or unauthorized species	13	11	84.62%
Animals- roosters	4	4	100.00%
Building Department/ Permits	30	7	23.33%
Business License Inquiries	1	1	100.00%
CEO, Building permit check	1	1	100.00%
CEO, Business License	2	2	100.00%
CEO, Shopping Carts	28	27	96.43%
CEO, Sign Removal	105	105	100.00%
Code Enforcement, General	66	46	69.70%
Community Development, General or MULTIPLE violations	7	6	85.71%
Engineering	4	0	0.00%
Fences and freestanding walls	2	1	50.00%
Fire Hydrant Leaking	2	0	0.00%
Fireworks	2	2	100.00%
Garbage Collection/ Illegal Dumping	6	1	16.67%
Graffiti	16	16	100.00%
Health Hazard	19	4	21.05%
Housing Issue (Structure Related)	3	1	33.33%
Itinerant Vendor, Solicitor, Peddler	53	53	100.00%
Landscaping/trees- private property	17	9	52.94%
Meter Request	52	17	32.69%
Neglected property/trash & debris	4	0	0.00%
Outdoor Storage	8	3	37.50%
Parks	9	1	11.11%
Police/ Traffic Enforcement	51	40	78.43%
Potholes	37	37	100.00%
Redevelopment	1	0	0.00%
Refuse Can Replacement / Repair	22	12	54.55%
Report Leak	42	35	83.33%
Sheds or second units	1	1	100.00%
Sidewalk Condition	19	4	21.05%
Signs- Temporary	1	0	0.00%
Stop Light Issue	6	5	83.33%
Street Sweeping	2	2	100.00%
Vehicles- inoperable vehicles	24	16	66.67%
Vehicles- Parked on lawn	7	2	28.57%
Vehicles- RVs/boats/etc	51	27	52.94%
Water Waste	11	11	100.00%
Water Waste Admin Cite	3	3	100.00%
Water Waste NOV	26	26	100.00%
Weed Abatement	50	42	84.00%
Yard Sale Signage	1	1	100.00%
Yard Sales, Frequent	8	8	100.00%
Q4 Total	871	634	65.86%

Administrative Citations	Q1	Q2	Q3	Q4	Total
$100	11	13	31	53	$10,800
$200	3	4	5	11	$4,600
$500	8	12	7	36	$31,500
$1,000	2	3	16	30	$51,000
$2,500	23	0	0	2	$62,500
FY 22-23 Total Assesment	47	32	59	132	$160,400

Shopping Carts	Q1	Q2	Q3	Q4	Total
Collected	39	49	130	54	272
Disposed (Lbs.)	0	0	0	0	0

Private Property Vehicle Abatements	Q1	Q2	Q3	Q4	Total
Voluntary Abatement	3	11	39	50	103
Certified Voluntary Abatement	0	1	1	3	5
Towed	5	1	11	3	20
Total Vehicles Abated	8	13	51	56	128

Weed Abatement	Q1	Q2	Q3	Q4	Total
Properties Noticed	12	3	1633	12	1660
Completed by Owner	116	2	7	1,667	1792
Assigned to Contractor (private)	0	0	0	7	7
Completed by Contractor	0	0	0	7	7
Admin Citations	0	3	0	22	25

CITY COUNCIL AGENDA – AUGUST 1, 2023

SUBJECT: Charitable Car Washes Quarterly Report Calendar Year 2023

SOURCE: Finance

COMMENT: In accordance with City Council direction, staff is providing a report on charitable car wash permits issued during the year. Article VI, Section 15-30 of the City Code allows up to four car washes by a charitable organization in a calendar year.

For the period of January 1 to June 30, 2023, there have been no charitable car wash applications received or permits issued.

RECOMMENDATION: Information Only

ATTACHMENTS:
1. Municipal Code Chapter 15 Article VI. Charitable Car Wash Permit Procedure

Appropriated/Funded:

Review By:

Department Director:
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

ARTICLE VI. CHARITABLE CAR WASH PERMIT PROCEDURE

SECTION:

15-70: Definitions

15-71: Permit Required For Charitable Car Wash

15-72: Application For Permit

15-73: Issuance And Form Of Permit

15-74: Term Of Permit

15-75: Nontransferability Of Permit

15-76: Manner Of Car Wash

15-77: Fundraising As A Business

15-78: Revocation Of Permit

15-79: Violations

15-80: Car Washing As A Business

15-70: DEFINITIONS:

For purposes of this article, the following definitions shall apply:

APPLICANT: A member of a charitable organization who applies for a car wash permit on behalf of the charitable organization.

CHARITABLE: Benevolent, civil, religious, educational, fraternal, patriotic, political, philanthropic or other similar purposes.

CHARITABLE CAR WASH: A temporary vehicle washing operation conducted by members of a charitable organization for organization fundraising purposes. It shall not be deemed to include the operation of an authorized permanent vehicle washing business or service station authorized to wash vehicles on its premises, although a car wash, as defined above, may be conducted on such premises.

CHARITABLE ORGANIZATION: Means and includes an organization which is a duly organized governmental or not for profit charitable, religious, civic, patriotic or community service organization; and the organization must have a tax exempt identification number assigned to it.

PERMIT HOLDER: The charitable organization who has been granted a permit pursuant to this article for the purpose of conducting a charitable car wash.

PERSON: Any individual, firm, partnership, corporation, company, association, society, organization, church, congregation, assembly or league, and includes any trustee, receiver, assignee, agent or other similar representative thereof.

RELIGIOUS OR RELIGION: Has the meaning established by the supreme court of the state or the supreme court of the United States.

RESIDENTIAL PROPERTY: A building designed for or occupied by one or more families as a residence including single-family residences, duplexes and apartments. (Ord. 1669 § 1, 6-21-2005)

15-71: PERMIT REQUIRED FOR CHARITABLE CAR WASH:

A. It is unlawful for any person to engage, directly or indirectly, in a charitable car wash without first obtaining a valid charitable car wash permit pursuant to the provisions of this article.

B. The permit application shall include a written application to sponsor the charitable car wash by the owner or lessee of the property upon which the car wash is to be held.

C. The car wash permit issued under this article to a charitable organization must be prominently displayed at the location where the car wash is conducted and shall be removed at the completion of the car wash. (Ord. 1669 § 1, 6-21-2005)

15-72: APPLICATION FOR PERMIT:

A. Applications for charitable car wash permits shall be made to the finance department upon forms prescribed by the city. The application shall be declared under penalty of perjury and filed with the finance department not less than five (5) consecutive business days prior to the time at which the applicant wishes to conduct said car wash.

B. A nonrefundable application fee an amount to be set by resolution shall be paid by the applicant. The application fee shall be based solely upon the administrative costs in processing the application and issuing the permits.

C. Such applications shall contain the following information and documentation:

1. The full name, mailing address, principal business and telephone number of the charitable organization or institution, the names and addresses of the organization's or institution's principal officers and executives, and the address of the national, state and local headquarters, if any.

2. The name and address of the sponsor, with a statement by the sponsor that he/she is the owner or lessee of the property where the car wash is to be held or is an employee or agent of the owner or lessee who has been delegated control of the premises by the owner or lessee, and that the sponsor assumes all liability regarding the car wash.

3. The full name and address of the person or persons who will be in charge of conducting the car wash. The names and addresses of each individual who will actually be engaged in the car wash shall be on file at the agency/organization conducting the car wash and shall be made available to the city police department upon request at any time.

4. The time when such car wash will be held, including preferred date and hours of the day for commencement and termination of the car wash.

5. A statement to the effect that if a permit is granted, it will not be used or represented in any way as an endorsement of the charitable organization by the city or any department or officer thereof.

6. Proof evidencing that the permit holder is a bona fide charitable organization.

7. The number of car washes that have been held by the charitable organization in that particular calendar year, and the number of car washes that have been held at that particular location in that particular calendar year.

8. Such supplemental information requested by the finance department as the finance department may require. The finance department may require that such information be updated during the time the permit is in force if changes occur subsequent to filing of the application in the planned dates and locations for the charitable car wash.

D. If, while the application is pending or during the term of any permit granted, there is a change in fact, policy or method that would alter the information to be given on the application, the applicant shall notify the finance director in writing thereof prior to five o'clock (5:00) P.M. the day before such change.

E. The application documents shall be available for public inspection. (Ord. 1669 § 1, 6-21-2005)

15-73: ISSUANCE AND FORM OF PERMIT:

A. The finance department shall issue the permit, unless it finds that:

1. Any statement made in the application is factually incorrect, and the applicant fails to correct the application after being requested to do so.

2. The applicant has not provided the information required by this article and fails to provide the missing information after being requested to do so.

3. The application indicates that the proposed car wash will violate any of the requirements of this article and the applicant fails to amend the application to indicate compliance with said section after being requested to do so.

4. The number of charitable car washes by the charitable organization applying for said permit exceeds four (4) in a calendar year, or the number of charitable car washes held at a particular location exceeds four (4) per calendar year. The location requirement shall not pertain to licensed commercial car washes.

5. The applicant has violated any of the provisions of this article within one year of the date the application is submitted, resulting in the imposition of a fine or the revocation of a prior permit.

B. Nothing set forth in this article shall be construed as granting to the finance department or any other person the authority to grant, deny, suspend, revoke or renew any permit by reason of disapproval or agreement with the philosophy, opinion or belief of the applicant, permit holder or person soliciting therefor, or for any other reason not specifically provided for in this article.

C. The finance department shall either issue or deny the requested permit within two (2) consecutive business days after the date the application is made. In the event of denial, the finance department shall give the applicant a written notice which states with specificity the reasons therefor. In the event the finance department fails to act within the time prescribed, the permit shall be deemed issued.

D. The permit, if issued, shall include the following information:

1. The name and address of the permit holder;

2. The date for which the permit is valid;

3. A statement that the permit does not constitute an endorsement by the city, or any of its departments, officers or employees, of the purpose of the car wash;

4. A permit number; and

5. The signature of the finance director or his/her designee. (Ord. 1669 § 1, 6-21-2005)

15-74: TERM OF PERMIT:

Permits issued under this article shall be valid only for the date specified in the application for the car wash and as stated on the permit. (Ord. 1669 § 1, 6-21-2005)

15-75: NONTRANSFERABILITY OF PERMIT:

No permit issued under this article shall be transferred or assigned, and any attempt at assignment or transfer shall be void. (Ord. 1669 § 1, 6-21-2005)

15-76: MANNER OF CAR WASH:

A. Car washes held pursuant to permits under this article:

1. Shall take place between the hours of eight o'clock (8:00) A.M. and six o'clock (6:00) P.M.

2. Shall be conducted for a one day period only.

3. Shall not be conducted by any person under the age of sixteen (16) years, unless supervised by an adult.

4. Shall not be conducted at any house, apartment or other dwelling nor an area zoned for residential use only.

5. Shall be conducted in an area zoned for commercial uses; and such location shall have a means of collecting the wash water and shall discharge the water to the city sewer collection system.

6. Shall use biodegradable soaps or detergents, and shall not violate any of the provisions of chapter 25 of this code, concerning wastewater discharge requirements.

7. Shall have a means in place to limit wastewater or runoff such as pistol grip nozzle or similar apparatus affixed to each garden hose or water source.

8. Shall not allow any person to solicit cars or other contributions from a position in or on any public right of way, including, but not limited to, sidewalks, traffic islands, driveways or the like as to endanger that individual

or others.

9. Shall not be conducted at any commercial property which has held four (4) prior car washes in the calendar year (excluding licensed commercial car wash locations).

10. Shall take place at a distance of more than twenty five feet (25') from the street curb, or from the near edge of the travel lane or lanes of any uncurbed street or road.

11. Shall utilize temporary signs, if any signs are utilized, in compliance with the city's applicable regulations concerning temporary signs.

12. Shall not be conducted by a charitable organization which has held four (4) prior car washes in the calendar year. Four (4) applications per tax exempt identification number, and four (4) permits per tax exempt identification number, will be allowed in the calendar year.

B. It is unlawful for a "permit holder", as defined herein, to:

1. Refuse to provide their name and a copy of the permit issued under this article, if requested by city representatives.

2. Misrepresent their identity or the identity of the charitable organization conducting the charitable car wash for which he or she is an agent.

3. Misrepresent that the charitable car wash permit issued under this article is an endorsement by the city, or any department or employee thereof, of the charitable car wash. (Ord. 1669 § 1, 6-21-2005)

15-77: FUNDRAISING AS A BUSINESS:

An organization in the business of fundraising (seeking a profit and paying its solicitors), even if engaged by a nonprofit organization, must comply with this article. If such an organization is soliciting on behalf of a nonprofit organization, the nonprofit organization shall obtain a permit pursuant to this article. (Ord. 1669 § 1, 6-21-2005)

15-78: REVOCATION OF PERMIT:

Any violation of this article by applicant or permit holder shall be cause for revocation of a permit issued pursuant to this article. Upon determination by an authorized representative of the city that a car wash is being conducted without a valid permit or in violation of the requirements of this article, said unlawful activity shall cease immediately, and all persons associated with said car wash shall be dispersed within one hour after the giving of said notice. Failure or refusal by the charitable organization and/or the owner/sponsor to cause a car wash in violation of these regulations to cease operations, after receiving such notification from the city official, shall constitute a separate violation of this article. Furthermore, any organization that violates this article shall be ineligible for the issuance of a permit for a period of one year. (Ord. 1669 § 1, 6-21-2005)

15-79: VIOLATIONS:

Every person who, for himself or herself, or as the agent of another, commences, engages in or conducts a car wash as provided in this article without procuring the permit as required under this article or who fails to comply with the conditions of this article shall be guilty of an infraction punishable by:

A. A fine not exceeding one hundred dollars ($100.00) for a first violation;

B. A fine not exceeding two hundred dollars ($200.00) for a second violation within one year; and

C. A fine not exceeding five hundred dollars ($500.00) for each additional violation within one year. (Ord. 1669 § 1, 6-21-2005)

15-80: CAR WASHING AS A BUSINESS:

This article is expressly limited to charitable car washes. Any person, corporation, business or other entity who wishes to hold impromptu or temporary car washes on a for profit basis must comply with all city, county and state licensing or permitting requirements and does not fall within this article. (Ord. 1669 § 1, 6-21-2005)

SUBJECT: Authorization to Participate in Cooperative Purchasing Programs on Existing Asphalt Contracts

SOURCE: Public Works

COMMENT: After soliciting bids, the County of Tulare has awarded it's Fiscal Year 2023-2024, 3/8" Cold Mix Asphalt contract, 1/2" Cold Mix Asphalt contract, as well as its 1/2" Hot Asphalt Concrete contract, to Jaxon Enterprises. These types of asphalt mixes are used for the City's Asphalt Overlay Program, and staff is requesting authorization to "piggyback" onto the new contracts for the purchase of asphalt mixes for the Fiscal Year 2023-2024 Program. Resolution No. 35-93, adopted by the City Council on April 20, 1993, gives the authorization to participate in cooperative purchasing programs with other agencies for the procurement of materials, equipment, and services.

Funds for asphalt purchase are available in the Fiscal Year 2023-2024 Self-Performed Asphalt Overlay Program Capital Improvement Budget funded by Surface Transportation Program (STP), Local Measure R, Measure I, and Local Transportation Funds (LTF).

RECOMMENDATION: That the City Council authorize the purchase of asphalt mix utilizing the contracts between the County of Tulare and Jaxon Enterprises.

ATTACHMENTS:

1. Tulare County Material Contract No. 1902 - 3/8" Cold Mix
2. Tulare County Material Contract No. 1904 – 1/2" Cold Mix
3. Tulare County Material Contract No. 1905 – 1/2" Hot Asphalt Concrete
4. Resolution No. 35-93

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

DocuSign Envelope ID: 4B046B59-ABFA-4E09-BD2D-CFA1F33D2050

COUNTY OF TULARE
GENERAL SERVICES AGENCY
Purchasing Division

June 21, 2023

Jaxon Enterprises
Dba Deer Creek Asphalt
1643 Tahoe Court
Redding, CA 96003

Email: dthomason@jaxonaggregates.com

SUBJECT: MATERIAL CONTRACT NO. 1902 – 3/8" COLD MIX – NORTH/SOUTH COUNTY

GENERAL: This is to notify you that the Tulare County Purchasing Agent is accepting your Bid No. 24-006 dated June 14, 2023 for the supplying of 3/8" Cold Mix-North/South County to the County of Tulare as indicated on the attached sheets. The above contract number has been issued and the contract will be effective, subject to the terms and conditions of the bid and to the provisions as incorporated herein through the period beginning July 1, 2023 and ending **JUNE 30, 2024**.

PRICES: The prices as bid are to be the maximum charged for the period of the contract. The Contractor shall immediately notify the County of all manufacturer's price decreases and the County of Tulare shall receive the full benefit of all such decreases, effective on the date of the manufacturer's general public announcement. The attached sheets and enclosures enumerate the prices applicable herein.

Prices are F.O.B. Destination to various County Departments or Governmental Entities.

Federal Excise Tax Exempt.

State Sales Tax to be added.

Cash discount terms: NET 1% 30 DAYS

ATTACHED SHEETS: The attached sheets and enclosures are herewith made a part of this contract.

USAGE: Usage of materials will be interspersed and periodic during the contract year, and as such will not be subject to shipment of the total estimated requirements at any one time.

DELIVERIES: Deliveries are to be made to the using department or agency by common transportation carrier, by the Contractor's own equipment, or by other means so as to effect prompt delivery.

PHONE (559) 205-1100 **FAX** (559) 687-6939 **WEB** WWW.TULARECOUNTY.CA.GOV/GENERALSERVICES
ADDRESS 2637 W. BURREL AVE., SUITE 200, VISALIA, CA 93291

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Due care shall be exercised in packing, handling and shipping to assure arrival of the material at its final destination in excellent condition. Any damage, loss, breakage, deterioration or other reason causing material not to arrive, or to arrive in other than excellent condition, shall be the responsibility of the Contractor. Frequency of delivery will be determined by the needs of the using department or agency and will be interspersed throughout the contract year.

The supplier shall be expected to maintain a normal delivery time which is established as being THIRTY (30) CALENDAR DAYS after receipt of order. Deliveries are to be made to the points indicated, as required. Sufficient notice will be given to the Contractor to effect the required delivery.

QUANTITY & QUALITY OF MATERIALS OR SERVICE: The Contractor shall furnish and deliver the quantities designated by the Purchasing Agent. Packing slips which clearly identify the merchandise and the County of Tulare's Purchase Order number or agreement must accompany every delivery. All materials, supplies or services furnished under an agreement or Purchase Order resulting from this agreement shall be in accordance with the County's specifications. Materials or supplies, which in the opinion of the Purchasing Agent are not in accordance and conformity with such specifications, shall be rejected and promptly removed from the County's premises at the Contractor's expense. A resulting contract does not guarantee a specific amount of business.

INCLUSION IN THE CONTRACT: The County departments and governmental entities listed are those which will participate in the Contract. However, the right is reserved by the Purchasing Agent, at his discretion, to include any other County department and/or Governmental Entity in the Contract at the accepted prices.

RESPONSIBILITY FOR GOVERNMENTAL ENTITIES OTHER THAN THE COUNTY: Those Governmental Entities other than the County and its departments who are listed in the Request-For-Bids or who are subsequently included have signified their intention to participate in the Tulare County Contract. Participation will not impose any responsibility for payment of claims on the Tulare County Board of Supervisors or the County Purchasing Agent. Each such Governmental Entity will be billed separately, and payments will be made by warrants drawn on the appropriate funds for the Governmental Entity.

CONTRACT EXCLUSIVE: The provisions of the contract shall in no way prohibit the County from making incidental purchases from another suppliers for the same commodities as herein listed.

MERCHANDISE RETURNABLE FOR FULL CREDIT: Contractor agrees to give full credit for any merchandise sold by him on contract, if returned in good condition by the County.

GUARANTEE AGAINST DEFECTS: All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

PURCHASE ORDERS: Purchase Orders will be issued throughout the contract year to the Contractor for the requirements as needed for the department or agency.

INVOICING: All invoices are to be mailed in duplicate to the various locations designated on the "Invoice Address" on each purchase order. Reference shall be made to the purchase order number. Invoice shall be paid once a month on all deliveries made during the month.

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RIGHT TO AUDIT: The County of Tulare reserves the right to verify, by examination of Contractor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

CASH DISCOUNT: In connection with any cash discount specified on this contract, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check. (It is generally the County's policy to take any and all discounts regardless of date of delivery or invoice.)

DEFAULT BY CONTRACTOR: In case of default by the Contractor, the County of Tulare may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in the contract or Purchase Order and actual cost thereof to the County of Tulare. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

CONTRACTOR ASSISTANCE: Contractor shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

LIABILITIES: The Contractor shall hold the County of Tulare, its officers, agents, and employees harmless from liability of any nature or kind because of the use of any copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at Contractor's own expense, any and all actions brought against the County of Tulare or Contractor because of the unauthorized use of such articles.

INDEPENDENT CONTRACTOR STATUS: This Contract is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Contract as an independent contractor. Nothing in this Contract shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of COUNTY. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Contract that they are not employees, agents or officers of COUNTY. CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

a. Withhold FICA (Social Security) from CONTRACTOR'S payments.
b. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
c. Withhold state or federal income tax from payments to CONTRACTOR.
d. Make disability insurance contributions on behalf of CONTRACTOR.
e. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

Notwithstanding this independent contractor relationship, COUNTY, through the Purchasing Agent, shall have the right to designate the sites at which services are to be performed, and to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Contract.

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INDEMNIFICATION: CONTRACTOR shall hold harmless, defend and indemnify the COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to any property, including COUNTY property arising out of the acts or omissions of CONTRACTOR or its agents, officers and employees under this Contract. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Contract, the cost of any penalty or sanction imposed by any agency with regulatory authority over the activities carried out by CONTRACTOR, and any claims made against COUNTY alleging civil rights violations by CONTRACTOR under Government Code sections 12920 et Seq. (California Fair Employment and Housing Act). CONTRACTOR specifically agrees to hold harmless and indemnify COUNTY for any and all claims arising out of any injury, disability, or death of CONTRACTORS employees or agents. This indemnification obligation shall continue beyond the term of this Contract as to any acts or omissions occurring under this Contract or any extension of this Contract.

It is the policy of the County of Tulare Board of Supervisors that in connection with all work performed under a purchase order or agreement with Tulare County, there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, sex, or religious creed, and therefore, the Contractor agrees to comply with applicable Federal and California laws regarding employment practices. In addition, the Contractor agrees to require like compliance by all sub-contractors employed on the work by Contractor.

The foregoing obligations will continue beyond the term of the contract as to any act or omission that occurred during the term of the contract or any extension to the contract.

RENEWAL: The Contract may be renewed, by mutual written consent, for an additional TWO (2) ONE (1) year terms provided the prices, terms, and conditions remain the same.

NON-FUNDING CLAUSE: Funds provided for commodities or service under the terms of this contract are contingent on availability of public funds. Should sufficient funds not be allocated during those terms, this contract may be modified or terminated at any time by the County upon thirty (30) day notice. Notice shall be fully given in writing or through service in person or by first class mail.

TERMINATION OF CONTRACT: The County of Tulare may by giving ten (10) days written notice to the Contractor, terminate the contract prior to its expiration for due cause. Due cause for termination of contract shall be, but not limited to, failure to deliver in quantities required within a reasonable time period, failure of the product to meet specifications, and/or for reasons of unsatisfactory service.

The County may, upon giving thirty (30) days written notice to the Contractor, terminate the contract, with or without cause.

GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County California.

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HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

COMPLIANCE WITH LAW: CONTRACTOR shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

CONFLICT OF INTEREST:

(a) CONTRACTOR agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

(b) CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interests laws, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of this question.

FORM DE-542: CONTRACTOR acknowledges that this Agreement is subject to filing obligations pursuant to Unemployment Insurance Code Section 1088.8. Accordingly, COUNTY has an obligation to file a report with the Employment Development Department, which report will include the CONTRACTOR's full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. CONTRACTOR agrees to cooperate with COUNTY to make such information available and to complete Form DE- 542. Failure to provide the required information may, at COUNTY's option, prevent approval of this Agreement, or be grounds for termination by COUNTY.

CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

CONSTRUCTION: This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

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ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of COUNTY.

WAIVERS: The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between CONTRACTOR and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

EXHIBITS AND RECITALS: The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

NO THIRD-PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

OTHER PROVISIONS:

ACCEPTED:

COUNTY OF TULARE

Date 6/27/2023

DocuSigned by:
By Cher Castellini
1F1800FA6751482...
Purchasing Agent

ACCEPTED:

JAXON ENTERPRISES DBA DEER CREEK ASPHALT

Date 6/26/2023

DocuSigned by:
By Jack Baker
30BBAC416143451...
Title Pres

Date

By _____

Title _____

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

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CONTRACT NO.: 1902

VENDOR NO.:	1241600	**BID/PROPOSAL NO.:** 24-006
VENDOR NAME:	JAXON ENTERPRISES DBA DEER CREEK ASPHALT	**PHONE:** (530) 241-2112 **FAX:** (530) 243-0787
STREET ADDRESS:	1643 TAHOE COURT	**VENDOR CONTACT NAME:** DON THOMASON
CITY STATE ZIP CODE:	REDDING, CA 96003	**E-MAIL:** dthomason@jaxonaggregates.com
ORDER FROM:	JAXON ENTERPRISES DBA DEER CREEK ASPHALT	
STREET ADDRESS:	1643 TAHOE COURT	
CITY STATE ZIP CODE:	REDDING, CA 96003	
REMIT TO:	JAXON ENTERPRISES	
STREET ADDRESS:	PO BOX 994248	
CITY STATE ZIP CODE:	REDDING, CA 96099-4248	
SUBJECT:	3/8" COLD MIX MATERIAL – NORTH/SOUTH COUNTY	
COMMODITY CODE:	74514	
CONTRACT PERIOD:	JULY 1, 2023 THROUGH **JUNE 30, 2024**	
PAYMENT TERMS:	NET 1% 30 DAYS	
SALES TAX:	IN ADDITION TO PRICES SHOWN WHEN APPLICABLE	
DELIVERY:	F.O.B. PLANT LOCATION	
MINIMUM ORDER:	NONE	
MERCHANDISE RETURNS:	FULL CREDIT TO THE COUNTY FOR ANY MERCHANDISE RETURNED IN UNOPENED CONDITION.	
PRICES:	SEE **EXHIBIT B** – COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTIONS APPLY TO THIS CONTRACT. FIRM FOR THE CONTRACT PERIOD	

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CONTRACT NO.: 1902

SUPPLIER PART NUMBER	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE
001	3/8" COLD MIX – NORTH/SOUTH COUNTY	TON	$54.75

SPECIFICATIONS

DELIVERIES: Deliveries are to be made at the vendor's plant and/or storage location as required. Approximately two hundred (200) tons to two thousand (2,000) tons per day. County representative will give 48 hours notice of delivery date.

GUARANTEE OF DELIVERY: A continued, uninterrupted and guaranteed availability of Cold Mix Material is important and necessary to the County for the economic completion of its road work projects.

PRICES: Prices shall be F.O.B. Plant Location and shall exclude Federal Excise Taxes, for which the County is exempt. California State Sales Tax will be allowed on the net bid price. The price per ton shall include all fees for the duration of the contract. Example, environmental fees, etc.

NOTE: For the purpose of this Request for Bid, TON is determined to be 2,000 pounds avoirdupois.

3/8" PLANT RUN COLD MIX with OIL: **$ 54.75** PER TON

Plant Run Cold Mix – 3/8" mix as per CalTrans Specs. Section #39 or as requested by County representative. SC-800 or SC-3000 grade oil as per CalTrans Spec. #93 in conformance with the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans for such Plant Run Cold Mix or as requested by County representative.

4,000 Tons total estimated quantity for North County/South County through June 30, 2024.

Applicable sales tax will be added in addition to the price indicated above.

The amount of liquid asphalt added to produce Plant Run Cold Mix shall be determined by the Engineer.

PLANT LOCATION/SHIPPING POINT: 27671 AVENUE 120, PORTERVILLE, CA 93257
SMARA MINE ID 91-54-0021

PARTICIPATING DEPARTMENTS:

RMA Road Yard #1, Porterville
RMA Road Yard #2/3 Visalia
RMA Road Yard #4, Dinuba
RMA Road Yard #5, Terra Bella

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REQUEST FOR BID

THIS IS NOT AN ORDER

COUNTY OF TULARE

Office of

PURCHASING AGENT

2637 W. Burrel Ave., Suite 200
Visalia, CA 93291-4593

Date: May 24, 2023

Req: 242303924

REFER TO BID NO.

24-006

By: Cher Castellini
Phone: 559 -205-1100

Bids will be received by the Tulare County Purchasing Agent, 2637 W. Burrel Ave. Suite 200, Visalia, CA 93291-4593 until **2:00 P.M. on JUNE 14, 2023** . Delivery F.O.B. PLANT LOCATION

NOTICE: Bid on each item separately unless instructions read otherwise. Attach complete specifications for any substitutions offered or when clarification is desirable or necessary. The right is reserved to reject any or all bids.

Indicate BID NUMBER and BID CLOSING DATE on outside of envelope for paper bid submissions.
BID NO. 24-006 CLOSING DATE: June 14, 2023

⅜"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

The Tulare County Purchasing Agent invites bids to be submitted for the purchase of ⅜"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT as required. Such contract will be for a one (1) year period effective beginning **JULY 1, 2023**, and ending **JUNE 30, 2024.**

BIDDERS QUESTIONS: Bidders may submit any question they have pertaining to this Request for Bid to www.bidnetdirect.com or TCBids@tularecounty.ca.gov. Any and all questions must be submitted **via www.bidnetdirect.com or email** TCBids@tularecounty.ca.gov **by 5:00 p.m. MAY 31, 2023**, in order to be considered. Questions and answers will be distributed to all bidders only if necessary to clarify substantive items raised. No changes and/or additions will be made to this Request for Bid within forty (40) working hours of its closing date.

DEFAULT BY SUCCESSFUL BIDDER: In case of default by successful bidder by non-delivery of article(s) and or service(s) on or before the delivery date. The County may procure the article(s) and or service(s) from another source and may recover costs from successful bidder. The successful bidder may be charged, cost of transportation, the difference in cost of article(s) and or service(s) based on Contract information. The County reserves the right to be compensated deducting monies owed to successful bidder from the Contract information and or invoicing the successful bidder upon notification of the default.

INTENT: The County is in need of Cold Mix and Hot Mix Asphalt Concrete Material for its road projects. Due to increasing fuel costs, it is more economical for the County to award two (2) contracts. One for the South end and one for the North end of the County. For the purpose of this bid, Avenue 232 will be used as the dividing line.

ATTACHED SHEETS: The attached sheets indicate the condition of the bid and contract, specifications, using departments and agencies, and estimated quantities of the products to be used for one (1) year. Quantities estimated will be used for basis of award and are based on past year's usage.

THE FOLLOWING SIGNATURE PAGE MUST BE COMPLETED AND SIGNED BY THE VENDOR AND SUBMITTED WITH THE VENDOR'S BID.

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RETURN BID WITH THIS FORM.

Signature Page

VENDOR TO COMPLETE THIS PAGE

PARTICIPATION

The County is currently a member of the Central Valley Purchasing Group which consists of Fresno, Kern, Kings and Tulare Counties, and the Political Subdivision, Municipalities and Tax Supported Agencies within these County boundaries. Whenever possible, these entities wish to co-op (piggy-back) on existing bids. Please state if your bid will or will not be extended to these entities under the same terms and conditions as stated in this bid.

Select YES or NO.

YES	X	NO	

DOES COMPANY MEET THE REQUIREMENTS OF A "LOCAL VENDOR" (Refer to Section 31)

Select YES or NO.

YES	X	NO	

Undersigned agrees to furnish the commodities and/or services as stipulated in this REQUEST FOR BID at the prices/fees, terms, and conditions stated.

Company: Jaxon Enterprises dba Deer Creek Asphalt

Address: 27671 Ave 120 County: Tulare

City: Porterville State: CA Zip: 93257 Phone No: 559-793-0903

Signed By: Patty Baker PATTY BAKER

Title: Sales Rep. Date: June 14, 2023

Email Address: pbaker@jaxonaggregates.com

Note: This signature page must be turned in with your Bid

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REQUEST FOR BID
GENERAL CONDITIONS

1. PREPARATION OF BIDS

A. All information requested of the bidder shall be entered in the appropriate space(s) on the form. Failure to do so may disqualify your offer.

B. Any Attachments and/or Exhibits are herewith made a part of this Request for Bid.

C. All information shall be typewritten or clearly printed. Mistakes may be crossed out and corrections inserted before submission of your Bid. Corrections must be initialed in ink by the person signing the Bid. Bids may be completed manually and scanned for submission.

D. Bids will not be accepted unless signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the bidder.

E. To be considered, bids must be submitted and received by the Purchasing Division on or before the Deadline for Submitting Bids.

F. Bids will be accepted via hard copy delivery at Tulare County Purchasing, 2637 W. Burrel Ave., Suite 200, Visalia, CA 93291 or via electronic submission on www.bidnetdirect.com. If bids are received after the deadline, vendors will be notified via electronic mail of the late submission. Timestamp will be used to determine timeliness of submission. The County is not responsible for late submissions due to delays in electronic delivery.

G. All bid prices shall be F.O.B. County of Tulare.

H. Bid prices shall remain open and valid subject to acceptance for sixty (60) days after bid closing date.

I. Prices bid SHALL remain firm for a minimum of 120 days after award to cover subsequent purchase requirements.

J. Prices bid by bidder are considered accurate and cannot be withdrawn after the bid is closed.

K. Upon submission of bid documents, all such documents shall become the property of the County.

L. Time of delivery shall be stated as the number of calendar days following receipt of the order by the bidder, to the receipt of the goods or services by the County. Time of delivery may be a consideration in the award.

M. Prices will be considered as net if no cash discount is shown.

N. Provide any other information not specifically requested which may be considered by the Purchasing Agent. (Purchasing Agent is not obligated to consider any information not specifically requested in this bid request.)

O. Tulare County generally solicits bids from a wide variety of bidders which may include retailers, wholesalers, suppliers, distributors, etc.

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BRAND NAMES/QUALITY

A. Brand names and numbers, when used, are for reference to indicate the character or quality desired.

B. Equal items will be considered, provided your offer clearly describes the article. Offers for equal items shall state the brand and number (or level of quality if item cannot be identified by brand and number)

C. Equal items will not be considered if identical supply has been determined a necessity and the notation NO SUBSTITUTE has been entered.

D. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.

E. The Purchasing Agent shall in all instances be the final judge in determining whether the items bid are acceptable to the County, and whether the items bid are equal in quality and utility to the specified articles.

3. SAMPLES

A. Samples of articles, when required, shall be furnished free of cost of any sort to the County of Tulare.

B. Samples of articles selected may be retained for future comparison.

C. Samples which are not destroyed or consumed by testing, or which are not retained for future comparison will be returned upon request at bidder's expense.

4. TAXES

A. Tulare County is exempt from payment of Federal Excise Tax. No Federal Tax should be included in the price. Exemption Certificates will be furnished when applicable.

B. Unless otherwise definitely specified, the unit price stated herein does not include California State Sales Tax. Lump sum bids for labor and materials shall include all applicable tax.

5. CASH DISCOUNTS

In connection with any cash discount specified on this bid, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from the date correct invoices are received if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.

6. USAGE

Usage of materials will be interspersed and periodic during the contract year, and as such will not be subject to shipment of the total estimated requirements at any one time.

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7. QUANTITIES

The estimated usage for each item is based on the experience of the past twelve (12) month period or are estimated requirements for one (1) year. It is not expressly implied, nor guaranteed, that the quantities shown will be used in the next contract period, and as such, the right is reserved to order decreased or increased amounts from those listed, as may be required. However, it is to be understood that these figures are quite realistic and will be considered in making an award. Actual usage whether lesser or greater than estimated shall not affect the prices as bid and accepted by the County.

8. INCLUSION IN THE CONTRACT

The County departments and governmental entities listed are those which will participate in the contract. However, the right is reserved by the Purchasing Agent, at his/her discretion, to include any other County department and/or governmental entity in the contract at the accepted prices.

9. LITERATURE.

Bidders shall submit literature which fully describes items on which they are bidding, no later that the closing date of this bid. Any and all literature submitted must be stamped with bidder's name and address.

10. GUARANTEE AGAINST DEFECTS

All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

11. PRICES F.O.B.

Quotations are to be F.O.B. PLANT LOCATION.

12. MINIMUM ORDER

Bidder's offer must indicate minimum order quantities and charges for less than minimum order quantity. If not stated, it will be assumed there are none.

13. AWARD

The County of Tulare reserves the right: (1) to award bids received on the basis of individual items or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; (4) to make partial awards or award to more than one vendor (if vendor bid prices are based only on an "all or none" award, vendor just so specify within the bid); and (5) to accept the bid that is in the best interest of the County of Tulare. The Purchasing Agent's decision shall be final.

A combination of the following factors will be considered in awarding this bid.

A. Prices

B. Bidder's previous records of performance and service

C. Ability of bidder to render satisfactory goods or services in this instance

D. Quality and conformance to specifications

The County shall be the sole judge in making this determination.

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14. RENEWAL

The contract or purchase order resulting from this bid may be renewed, by mutual consent, for an additional two (2) one (1) year terms provided the prices, terms, and conditions remain the same.

15. QUANTITY & QUALITY OF MATERIALS OR SERVICES

The successful bidder shall furnish and deliver the quantities designated by the Purchasing Agent. Packing slips which clearly identify the merchandise and a listing of the County of Tulare's Purchase Order number must accompany every delivery. All materials, supplies or services furnished under contract or Purchase Order shall be in accordance with the county specifications. Materials or supplies which, in the opinion of the Purchasing Agent are not in accordance and conformity with such specifications shall be rejected and promptly removed from the County premises at the bidder's or contractor's expense.

16. INDEPENDENT CONTRACTOR STATUS

This contract is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Contract as an independent contractor. Nothing in this Contract shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of COUNTY. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Contract that they are not employees, agents or officers of COUNTY. CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

a. Withhold FICA (Social Security) from CONTRACTOR'S payments.
b. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
c. Withhold state or federal income tax from payments to CONTRACTOR.
d. Make disability insurance contributions on behalf of CONTRACTOR.
e. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

Notwithstanding this independent contractor relationship, COUNTY, through the Purchasing Agent, shall have the right to designate the sites at which services are to be performed, and to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Contract.

17. RIGHT TO AUDIT

The County of Tulare reserves the right to verify, by examination of the successful bidder's records, all invoiced amounts when firm prices are not set forth in the Agreement or purchase order resulting from this bid.

18. LIABILITIES

A. The successful bidder shall hold the County of Tulare, its officers, agents, and employees harmless from liability of any nature or kind because of the use of any copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under the agreement or purchase order resulting from this bid, and agrees to defend, at successful bidder's own expense, any and all actions brought against the County of Tulare or successful bidder because of the unauthorized use of such articles.

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B. INDEMNIFICATION: Bidder shall hold harmless, defend and indemnify the COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kinds, including death or injury to any person and/or damage to any property, including County property arising out of the acts or omissions of Contractor or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against County by any taxing authority asserting that an employer-employee relationship exists by reason of this Contract, the cost of any penalty or sanction imposed by any agency with regulatory authority over the activities carried out by Contractor, and any claims made against County alleging civil rights violations by Contractor under Government Code sections 12920 et Seq. (California Fair Employment and Housing Act). Contractor specifically agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of Contractors' employees or agents. This indemnification obligation shall continue beyond the term of this Contract as to any acts or omissions occurring under this Contract for any extension of this Contract.

C. The foregoing obligations will continue beyond the term of the contract or purchase order resulting from this bid as to any act or omission that occurred during its term or any extension thereof.

19. DEFAULT BY SUCCESSFUL BIDDER

A. In case of default by successful bidder by non-delivery of article(s) and or service(s) on or before the delivery date. The County may procure the article(s) and or service(s) from another source and may recover costs from successful bidder. The successful bidder may be charged, cost of transportation, the difference in cost of article(s) and or service(s) based on Contract information. The County reserves the right to be compensated deducting monies owed to successful bidder from the Contract information and or invoicing the successful bidder upon notification of the default.

B. Inspection on deliveries which do not meet specifications, will be at the expense of successful bidder.

20. PRICES

During the period of deliveries under an agreement or purchase order resulting from this bid, should there be a decrease in prices on the balance of the deliveries, such decreases shall be made available to the County for as long as the lower prices are in effect, but at no time shall the prices charged the County exceed the prices herein quoted.

21. DELIVERIES/PICKUP

County personnel or their representative will pick up material from the plant location as indicated by the successful bidder. Frequency of pick ups will be determined by the needs of the using department or agency and will be interspersed throughout the contract year. The successful bidder shall be expected to maintain a normal delivery time which is established as being within forty-eight (48) hours after receipt of order.

The successful bidder shall be expected to load materials into County's trucks in a professional and responsible manner, with care not to cause contamination of materials.

22. CONTRACT EXCLUSIVE

The provisions of the agreement or purchase order resulting from this bid shall in no way prohibit the County from making any incidental purchases from another supplier for the same commodities as herein listed

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23. TERMINATION OF PURCHASE ORDERS OF AGREEMENTS

A. Purchase orders or contracts which extend into a subsequent fiscal year will automatically cancel if the Tulare County Board of Supervisors does not appropriate funds for the goods and/or services under the purchase order or contract.

B. The County of Tulare may by giving ten (10) days written notice to the successful bidder, terminate the contract or purchase order resulting from this bid prior to its expiration for due cause. Due cause for termination shall be, but not limited to, failure to deliver in quantities required within a reasonable time period, failure of the product to meet specifications, and/or for reasons of unsatisfactory service.

C. The County may, upon giving thirty (30) days prior written notice to the vendor, terminate the contract or purchase order, with or without cause.

24. MERCHANDISE RETURNABLE FOR FULL CREDIT

Successful bidder agrees to give full credit to the County for any merchandise returned in good condition.

25. INVOICING

All invoices are to be mailed in duplicate to the various locations designated on the "Invoice Address" on each purchase order or contract. Reference shall be made to the purchase order or contract number. Invoice shall be paid once a month on all deliveries made during the month in accordance with the County's normal payment cycle.

26. VENDOR ASSISTANCE

Successful bidder shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

27. RENEWAL

The contract or purchase order resulting from this bid may be renewed, by mutual consent, for an additional three (3) one (1) year terms provided the prices, terms, and conditions remain the same.

28. NON-FUNDING CLAUSE

Funds provided for commodities or services under the terms of this bid are contingent on availability of public funds. Should sufficient funds not be allocated during those terms, amounts due may be modified or terminated at any time by the County upon thirty (30) day notice. Notice shall be fully given in writing or through service in person or by first class mail.

29. PARTICIPATION

The County is currently a member of the Central Valley Purchasing Group which consists of Fresno, Kern, Kings, and Tulare Counties, and the Political Subdivision, Municipalities and Tax Supported Agencies within these County boundaries. Whenever possible, these entities wish to co-op (piggy-back) on existing bids or proposals. Please state if your bid or proposal will, or will not be extended to these entities under the same terms and conditions as stated in this bid or proposal.

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30. RESPONSIBILITY FOR GOVERNMENT ENTITIES OTHER THAN COUNTY

Those governmental entities other than the County who are listed (or who have sub sequentially been included) have signified their intention to participate in the Tulare County agreement or purchase order resulting from this bid. Participation will not impose any responsibility for payment of claims or any responsibility whatsoever on the Tulare County Board of Supervisors or the County Purchasing Agent. Each such governmental entity will be billed separately, and payments will be made by warrants drawn on the appropriate funds for the governmental entity.

31. LOCAL PREFERENCE (Section 1-03-1301 of the Tulare County Ordinance Code):

A. Whenever the County purchases supplies, materials, equipment or services for the County through the use of competitive bids, the County in evaluating the price for such supplies, materials and/or equipment shall determine if the lowest responsible bidder is a local vendor as defined in this section; and, if so, the contract shall be awarded to such vendor. If low bidder is not a local vendor, any local vendor who submitted a bid which was within five percent (5%) of the low bid announced by the County shall have the option of submitting a new bid within forty-eight (48) hours (not including weekends and holidays) of the time indicated in the bid documents for the opening bid. Such new bid must be in an amount less than or equal to the low bid announced by the County. County shall award the contract to the local vendor submitting the lowest responsible bid within said 48 hours period. If no new bids received within said 48 hour period, the contract shall be awarded to the original low bidder as announced by the County.

B. "Local vendor" shall mean any business which:

(1) has had a fixed office or distribution point located in and having a street address within the County of Tulare for at least six (6) months immediately prior to the issuance of the request for bids by the County; and

(2) holds any required business license by the County or any city within the County; and,

(3) employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within the County, or if the business has no employees, shall be at least fifty percent (50%) owned by one or more persons whose primary residence is located within Tulare County.

C. Any vendor claiming to be a local vendor as defined above shall so certify to the Purchasing Agent by indicating "yes or no" below and signature on bid document. The County Purchasing Agent shall have sole discretion to determine if a vendor meets the definition of a "local vendor".

D. Any person or business falsely claiming to be a local vendor shall be ineligible to transact any business with the County for a period of not less than three (3) months or not more than twenty-four (24) months as determined in the sole discretion of the Purchasing Agent. The County shall also have the right to terminate all or any part of any contract entered into with such person or business.

E. Prior to the County declaring any person or business not a "local vendor" or ineligible to transact business with the County, such person or business shall be entitled to a public hearing before the Board of Supervisors and to a five (5) day notice of the time and place thereof.

F. This preference shall not apply to transactions required by state or federal statutes or regulations to be awarded to the "lowest responsible bidder", or otherwise exempted from local preferences.

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32. DEBARMENT: Contractor guarantees that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal state funded health care program, or from receiving Federal fund as listed in the List of Parties Administration. Contractor must within 30 calendar days advise the County if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the County harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

See **Exhibit A**, attached with instructions and signature page that must be signed and submitted with this Bid.

33. ON-LINE ORDERING

In keeping with the advance in technology, the County of Tulare is implementing on-line ordering as opportunity allows. Can you provide online inter-net ordering?

_____ YES _X_ NO

Can you provide your commodity catalog either from your website or by Excel spreadsheet?

_____ YES _X_ NO

34. INFORMATION

Information regarding the results of any bid may be obtained at the Tulare County Purchasing Department, 2637 W. Burrel Ave., Suite 200, Visalia, CA 93291 for a period of ninety (90) days from the opening date of the bid. Bid tabulations will be made available for review three (3) days after bid opening date and can be obtained from the Purchasing Department clerical staff.

35. SPECIAL CONDITIONS

Special Conditions attached hereto supersede the General Conditions to the extent of any inconsistency between them.

36. HEADINGS

Headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

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37. OTHER PROVISIONS

A. PRICES shall be firm for the contract period ending **JUNE 30, 2024**, unless otherwise stated by the bidder hereon:

B. MINIMUM ORDER quantities and charges for less than minimum order quantity shall be assumed as "NONE" unless otherwise stated by the bidder hereon:

C. STATE PURCHASE ORDER mailing address, e-mail, and telephone number for ordering purposes:

Jaxon Enterprises, PoBox 994248, Redding, CA 96099-4248
pbaker@jaxonaggregates.com, 661-372-2228

D. STATE REMITTANCE mailing address and telephone number for payment purposes:

Jaxon Enterprises, PoBox 994248, Redding, CA 96099-4248
530-241-2112

E. **DEFAULT BY SUCCESSFUL BIDDER:** In case of default by successful bidder by non-delivery of article(s) and or service(s) on or before the delivery date. The County may procure the article(s) and or service(s) from another source and may recover costs from successful bidder. The successful bidder may be charged, cost of transportation, the difference in cost of article(s) and or service(s) based on Contract information. The County reserves the right to be compensated deducting monies owed to successful bidder from the Contract information and or invoicing the successful bidder upon notification of the default.

E. COMPENSATION ADJUSTMENTS for price index fluctuations for liquid asphalt, as set forth in the attached **Exhibit B**, apply.

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38. INSURANCE:

Prior to approval of a Contract by COUNTY, CONTRACTOR shall file with the Purchasing Division of Tulare County evidence of required insurance for installation as set forth in **EXHIBIT C**, attached. Insurance policies shall not be used to limit CONTRACTOR'S liability or to limit the indemnification provisions and requirements of this contract or act in any way to reduce the policy coverage and limits available from the insurer(s). The insurance coverage shall be issued at the expense of and maintained by CONTRACTOR during the entire term of the Contract. CONTRACTOR shall provide renewal policy documents throughout the life of the contract.

39. CAMPAIGN CONTRIBUTION DISCLOSURE

All bidders (potential contractors) must complete and submit with their bid, the Campaign Contribution Disclosure Form. **Exhibit D** attached with instructions, information, and a disclosure form must be signed and returned. For additional information, please refer to: Government Code section 84308

https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV&sectionNum=84308

FPPC Regulations 18438.1 through 18438.8

https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I76245C705A0A11EC8227000D3A7C4BC3&originationContext=documenttoc&transitionType=Default&contextD%20ata=%28sc.Default%29&contextData=%28sc.Default%29

40. NOTIFICATION REGARDING CONTRACTOR AND GRANTEE COMPLIANCE WITH ECONOMIC SANCTIONS IMPOSED IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE

The attached **Exhibit E** sets out information regarding the obligations of County Contractors to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

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SPECIAL CONDITIONS:

SPECIFICATIONS

Plant Run Cold Mix – ⅜" and ½" mix as per CalTrans Specs. Section #39 or as requested by County representative. SC-800 or SC-3000 grade oil as per CalTrans Spec. #93 in conformance with the latest editions and amendments of the Standard Specifications of the State of Californa, Department of Transportation, Division of CalTrans for such Plant Run Cold Mix or as requested by County representative.

DELIVERIES: Deliveries are to be made at the vendor's plant and/or storage location as required. Approximately two hundred (200) tons to two thousand (2,000) tons per day. County representative will give 48 hours notice of delivery date.

GUARANTEE OF DELIVERY: A continued, uninterrupted and guaranteed availability of Cold Mix Material is important and necessary to the County for the economic completion of its road work projects.

PRICES: Prices shall be F.O.B. Plant Location and shall exclude Federal Excise Taxes, for which the County is exempt. California State Sales Tax will be allowed on the net bid price. The price per ton shall include all fees for the duration of the contract. Example, environmental fees, etc.

NOTE: For the purpose of this Request for Bid, TON is determined to be 2,000 pounds avoirdupois.

BID PRICE:

⅜" PLANT RUN COLD MIX WITH OIL

4,000 Tons total estimated quantity through June 30, 2024.

Applicable Sales Tax in addition to the price indicated.

2,000 Tons SOUTH COUNTY $ 54.75 PER TON (includes all fees)

2,000 Tons NORTH COUNTY $ 54.75 PER TON (includes all fees)

½" PLANT RUN COLD MIX WITH OIL

14,000 Tons total estimated quantity through June 30, 2024.

Applicable Sales Tax in addition to the price indicated.

7,000 Tons SOUTH COUNTY $ 54.00 PER TON (includes all fees)

7,000 Tons NORTH COUNTY $ 54.00 PER TON (includes all fees)

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BID PRICE - Continued:

The amount of liquid asphalt added to produce Plant Run Cold Mix shall be determined by the Engineer. okay

INDICATE PLANT LOCATION/SHIPPING POINT: 27671 Ave 120, Porterville, CA 93257

Compensation adjustment for price index fluctuations applies to this contract per **Exhibit B**, attached.

½" HOT ASPHALT CONCRETE

Asphalt Concrete shall be Type B, ½" maximum and shall conform to the provisions in Section 39, "Asphalt Concrete", of the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans or as requested by County representative. Oil shall be: Asphalt Binder Oil PG 64-10.

6,000 Tons total estimated quantity through June 30, 2024.

Applicable Sales Tax in addition to the price indicated.

3,000 Tons SOUTH COUNTY $ 60.00 PER TON (includes all fees)

3,000 Tons NORTH COUNTY $ 60.00 PER TON (includes all fees)

The amount of asphalt binder to be mixed with the aggregate for Type B asphalt concrete will be determined by the Engineer okay

INDICATE PLANT LOCATION/SHIPPING POINT: 27671 Ave 120, Porterville, CA 93257

Compensation adjustment for price index fluctuations applies to this contract per **Exhibit B**, attached.

PARTICIPATING DEPARTMENTS:

RMA Road Yard #1, Porterville
RMA Road Yard #2/3, Visalia
RMA Road Yard #4, Dinuba
RMA Road Yard #5, Terra Bella

Note: Page 13-14 must be completed and submitted.

ATTACHMENTS:

**EXHIBIT A, DEBARMENT - MUST BE RETURNED SIGNED WITH THIS BID FORM.

**EXHIBIT D, CAMPAIGN CONTRIBUTION DISCLOSURE FORM – MUST BE COMPLETED AND RETURNED WITH THIS BID

**NOTE: FAILURE TO SUBMIT THE ABOVE-REFERENCED ITEMS AND BID FORM SHALL CAUSE BIDDER TO BE NON-RESPONSIVE.

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EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this bid, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this bid is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, bid, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this bid is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CERTIFICATION

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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(c) Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Patty Baker
Signature

June 14, 2023
Date

PATTY BAKER / Sales rep
Printed Name & Title

Jaxon Enterprises
Name of Agency or Company

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EXHIBIT B

5-I. PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

GENERAL

Summary

This section applies to asphalt contained in materials for pavement structural sections and pavement surface treatments such as hot mix asphalt (HMA), plant run cold mix(PRCM), tack coat, asphaltic emulsions, bituminous seals, asphalt binders, and modified asphalt binders placed in the work.

The Engineer adjusts payment if the California Statewide Crude Oil Price Index for the month the material is placed is more than 5 percent higher or lower than the price index at the time of contract.

The California Statewide Crude Oil Price Index is determined each month on or about the last business day of the month by the Department using the average of the posted prices in effect for the previous month as posted by Chevron, ExxonMobil, and ConocoPhillips for the Buena Vista, Huntington Beach, and Midway Sunset fields.

If a company discontinues posting its prices for a field, Cal trans determines the index from the remaining posted prices. Caltrans may include additional fields to determine the index.
For the California Statewide Crude Oil Price Index, go to:

http://www.dot.ca.gov/hq/construc/crudeoilindex/

If the adjustment is a decrease in payment, the County deducts the amount from the monthly progress payment.

ASPHALT QUANTITIES

General

Interpret the term "ton" as "tonne" for projects using metric units.

Hot Mix Asphalt/Plant Run Cold Mix

The Engineer calculates the quantity of asphalt in HMA or PRCM using the following formula:

$$Qh = HMATT \times [Xa/(100 + Xa)]$$

where:

Qh = quantity in tons of asphalt used in HMA or PRCM
HMATT= HMA or PRCM total tons placed
Xa= theoretical asphalt content from job mix formula expressed as percentage of the weight of dry aggregate

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Hot Mix Asphalt Containing Reclaimed Asphalt Pavement (RAP)

The Engineer calculates the quantity of asphalt in HMA containing RAP using the following formulas:

Qrap = HMATT x [Xaa / (100 + Xaa)]

where:

Xaa=Xta-[(100-Xnew) x (Xra/100)]

and

Qrap = quantity in tons of asphalt used in HMA containing RAP
HMATT = HMA total tons placed
Xaa = asphalt content of HMA adjusted to account for the asphalt content in RAP expressed as percentage of the weight of dry aggregate
Xta = total asphalt content of HMA expressed as percentage of the weight of dry aggregate
Xnew= theoretical percentage of new aggregate in the HMA containing RAP determined from RAP percentage in the job mix formula
Xra = asphalt content of RAP expressed as percentage

Asphaltic Emulsion

The Engineer calculates the quantity of asphalt in asphaltic emulsions, including fog seals and tack coat, using the following formula:

Qe =AETT x (Xe / 100)

where:

Qe = quantity in tons of asphalt used in asphaltic emulsions
AETT = undiluted asphaltic emulsions total tons placed
Xe = minimum percent residue specified in Section 94, "Asphaltic Emulsions." of the Standard Specifications based on the type of emulsion used

Other Materials

For other materials containing asphalt not covered above, the Engineer determines the quantity of asphalt (Qo).

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PAYMENT ADJUSTMENTS

The Engineer includes payment adjustments for price index fluctuations in progress pay estimates. If material containing asphalt is placed within 2 months during 1 estimate period, the Engineer calculates 2 separate adjustments. Each adjustment is calculated using the price index for the month in which the quantity of material containing asphalt subject to adjustment is placed in the work. The sum of the 2 adjustments is used for increasing or decreasing payment in the progress pay estimate.

The Engineer calculates each payment adjustment as follows:

$$PA = Qt \times A$$

where:

PA =Payment adjustment in dollars for asphalt contained in materials placed in the work for a given month.

Qt = Sum of all quantities of asphalt-contained materials in pavement structural sections and pavement surface treatments placed (Qh + Qrh + Qmh + Qrap + Qtc + Qe + Qss + Qmab + Qo).

A =Adjustment in dollars per ton of asphalt used to produce materials placed in the work rounded to the nearest $0.01.

For US Customary projects, use:

$A = [(Iu / Ib) - 1.05] \times Ib \times [1 + (T / 100)]$ for an increase in the crude oil price index exceeding 5 percent

$A = [(Iu / Ib) - 0.95] \times Ib \times [1 + (T / 100)]$ for a decrease in the crude oil price index exceeding 5 percent

For metric projects, use:

$A = 1.1023 \times [(Iu / Ib) - 1.05] \times Ib \times [1 + (T / 100)]$ for an increase in the crude oil price index exceeding 5 percent

$A = 1.1023 \times [(Iu / Ib) - 0.95] \times Ib \times [1 + (T / 100)]$ for a decrease in the crude oil price index exceeding 5 percent

Iu = California Statewide Crude Oil Price Index for the month in which the quantity of asphalt subject to adjustment was placed in the work.

Ib = California Statewide Crude Oil Price Index for the month in which the bid opening for the project occurred

T = Sales and use tax rate, expressed as a percent, currently in effect in the tax jurisdiction where the material is placed. If the tax rate information is not submitted timely, the statewide sales and use tax rate is used in the payment adjustment calculations until the tax rate information is submitted.

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EXHIBIT C

NON-PROFESSIONAL SERVICES

INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Commercial General Liability coverage of $1,000,000 on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (occurrence Form CG 00 01). If a general aggregate applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit must be no less than $2,000,000.

2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of no less than $1,000,000 per accident for bodily injury and property damage. If an annual aggregate applies it must be no less than $2,000,000.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

B. Specific Provisions of the Certificate

1. If any of the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.

2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:

   a. *The COUNTY OF TULARE, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operation.*

   b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*

   c. *Each insurance policy required by this agreement shall provide that coverage shall not be canceled, except with written notice to the COUNTY.*

   d. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of the CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

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3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds $100,000 will be reviewed by the COUNTY Risk Manager for approval.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(Mark **X** if applicable)

☐ Automobile Exemption: I certify that_____does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

☐ Workers' Compensation Exemption: I certify that_____is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name PATTY BAKER Date: 6/14/23

Contractor Name Jaxon Enterprises dba Deer Creek Asphalt

Signature Patty B

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EXHIBIT D

COUNTY OF TULARE
CAMPAIGN CONTRIBUTION DISCLOSURE INFORMATION

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use, including most contracts and franchises, pending before the Board of Supervisors ("Board") of the County of Tulare or any of its affiliated agencies.

IMPORTANT NOTICE

Government Code section 84308 (also known as the "Levine Act") contains requirements that are summarized generally as follows:

A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than $250 to any member of the Board of Supervisors or other County official who may participate in your proceeding. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends 12 months after a final decision is rendered by the Board of Supervisors or other County officer. In addition, no Board member or other County official or alternate who may participate in your proceeding may solicit or accept a campaign contribution of more than $250 from you during this period.

B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.

C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than $250 to any Board member or other County officer who may participate in your proceeding during the 12-month period preceding the filing of the application or the initiation of the proceeding.

D. If you or your agent have in the aggregate contributed more than $250 to any individual Board member or other County officer who may participate in your proceeding during the 12 months preceding the decision on the application or proceeding, that Board member or other County officer must disqualify himself or herself from the decision. However, disqualification is not required if the Board member or other County official returns the campaign contribution within 30 days from the time the member or official knows, or should have known, about both the contribution and the fact that you are a Party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your application or proposal, or with the first written document you file or submit after the proceeding commences.

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1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.

2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents" for purposes of these rules.

3. To determine whether a campaign contribution of more than $250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency relationship, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different Board of Supervisors members or other County officer who may participate in your proceeding are not aggregated with contributions to the first Board member but are aggregated as to each Board member or other County officer who may participate in your proceeding.

4. A list of the Board of Supervisors members and other County officials is attached.

This notice summarizes the major requirements of Government Code section 84308 of the Political Reform Act and California Code of Regulations, Title 2 sections 18438.1-18438.8.

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COUNTY OF TULARE
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Application or Solicitation Number: _____
Application or Solicitation Title: _____

Was a campaign contribution, regardless of the dollar amount, made to any member of the Tulare County Board of Supervisors or to any County Officer on or after January 1, 2023, by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes ____ **No** X

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____
Contributor or Contributor Firm's Name: _____
Contributor or Contributor Firm's Address: _____

Is the Contributor: ***(check applicable boxes)***

☐	**The Applicant**	**Yes**	☐	**No**	☐
☐	**Subcontractor**	**Yes**	☐	**No**	☐
☐	**The Applicant's agent/ or lobbyist**	**Yes**	☐	**No**	☐

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Board of Supervisors Member(s) and County Agency Officer(s) to whom you, your subcontractors, and/or agent/lobbyist made campaign contributions on or after January 1, 2023, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board of Supervisors Member or County Agency Officer: _____
Name of Contributor: _____
Date(s) of Contribution(s): _____
Amount(s): _____

(Please add an additional sheet(s) to identify additional Board Members or County Agency Officer to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Board Members or County Agency Officers by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

6/14/23
Date

Patty Baker
Signature of Applicant

Jaxon Aggregates dba Deer Creek Asphalt
Print Firm Name if applicable

PATTY BAKER
Print Name of Applicant

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ATTENTION ALL COUNTY OF TULARE

CONTRACTORS AND GRANTEES

Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of contracts or grants, as applicable.

As a reminder, agreements with the County of Tulare include portions which require compliance with all local, state, and federal laws and directives which includes Executive Orders such as the EO discussed here. The EO may not apply to or effect your agreement with the County. Please reach out to our department in order to seek clarification should you have any questions.

Please note that for any agreements or grants valued at $5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

DocuSign

Certificate Of Completion

Envelope Id: 4B046B59ABFA4E09BD2DCFA1F33D2050
Status: Completed
Subject: 3/8" Cold Mix Material - North/South County
Source Envelope:
Document Pages: 34
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Sandra Kinzel
2637 W. Burrel Ave.
Suite 200
Visalia, CA 93291
SGKinzel@tularecounty.ca.gov
IP Address: 38.127.225.87

Record Tracking

Status: Original
6/23/2023 9:52:57 AM
Holder: Sandra Kinzel
SGKinzel@tularecounty.ca.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: Carahsoft OBO County of Tulare
Location: DocuSign

Signer Events	Signature	Timestamp
Jack Baker wjbaker@wjbinc.net Pres Security Level: Email, Account Authentication (None)	DocuSigned by: Jack Baker 30BBAC416143451... Signature Adoption: Pre-selected Style Using IP Address: 128.92.11.138	Sent: 6/23/2023 9:54:13 AM Resent: 6/26/2023 9:09:26 AM Viewed: 6/26/2023 9:16:03 AM Signed: 6/26/2023 9:17:28 AM
Electronic Record and Signature Disclosure: Accepted: 6/26/2023 9:16:03 AM ID: fc22c01f-cd5c-4b22-bb7a-d208fc5aecb8		
Cher Castellini CCastellini@tularecounty.ca.gov Purchasing Manager Carahsoft OBO County of Tulare Security Level: Email, Account Authentication (None)	DocuSigned by: Cher Castellini 1F1809FA5751482... Signature Adoption: Pre-selected Style Using IP Address: 192.189.152.6	Sent: 6/26/2023 9:17:30 AM Viewed: 6/27/2023 5:38:49 PM Signed: 6/27/2023 5:39:02 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/23/2023 9:54:13 AM
Certified Delivered	Security Checked	6/27/2023 5:38:49 PM
Signing Complete	Security Checked	6/27/2023 5:39:02 PM
Completed	Security Checked	6/27/2023 5:39:02 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO County of Tulare (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO County of Tulare:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: smcastellini@tularehhsa.org

To advise Carahsoft OBO County of Tulare of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at smcastellini@tularehhsa.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO County of Tulare

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to smcastellini@tularehhsa.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO County of Tulare

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to smcastellini@tularehhsa.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO County of Tulare as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO County of Tulare during the course of your relationship with Carahsoft OBO County of Tulare.

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COUNTY OF TULARE
GENERAL SERVICES AGENCY
Purchasing Division

June 21, 2023

Jaxon Enterprises
Dba Deer Creek Asphalt
1643 Tahoe Court
Redding, CA 96003

Email: dthomason@jaxonaggregates.com

SUBJECT: MATERIAL CONTRACT NO. 1904 – 1/2" COLD MIX – NORTH/SOUTH COUNTY

GENERAL: This is to notify you that the Tulare County Purchasing Agent is accepting your Bid No. 24-006 dated June 14, 2023 for the supplying of 1/2" Cold Mix-North/South County to the County of Tulare as indicated on the attached sheets. The above contract number has been issued and the contract will be effective, subject to the terms and conditions of the bid and to the provisions as incorporated herein through the period beginning July 1, 2023 and ending **JUNE 30, 2024**.

PRICES: The prices as bid are to be the maximum charged for the period of the contract. The Contractor shall immediately notify the County of all manufacturer's price decreases and the County of Tulare shall receive the full benefit of all such decreases, effective on the date of the manufacturer's general public announcement. The attached sheets and enclosures enumerate the prices applicable herein.

Prices are F.O.B. Destination to various County Departments or Governmental Entities.

Federal Excise Tax Exempt.

State Sales Tax to be added.

Cash discount terms: NET 1% 30 DAYS

ATTACHED SHEETS: The attached sheets and enclosures are herewith made a part of this contract.

USAGE: Usage of materials will be interspersed and periodic during the contract year, and as such will not be subject to shipment of the total estimated requirements at any one time.

DELIVERIES: Deliveries are to be made to the using department or agency by common transportation carrier, by the Contractor's own equipment, or by other means so as to effect prompt delivery.

PHONE (559) 205-1100 **FAX** (559) 687-6939 **WEB** WWW.TULARECOUNTY.CA.GOV/GENERALSERVICES
ADDRESS 2637 W. BURREL AVE., SUITE 200, VISALIA, CA 93291

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Due care shall be exercised in packing, handling and shipping to assure arrival of the material at its final destination in excellent condition. Any damage, loss, breakage, deterioration or other reason causing material not to arrive, or to arrive in other than excellent condition, shall be the responsibility of the Contractor. Frequency of delivery will be determined by the needs of the using department or agency and will be interspersed throughout the contract year.

The supplier shall be expected to maintain a normal delivery time which is established as being THIRTY (30) CALENDAR DAYS after receipt of order. Deliveries are to be made to the points indicated, as required. Sufficient notice will be given to the Contractor to effect the required delivery.

QUANTITY & QUALITY OF MATERIALS OR SERVICE: The Contractor shall furnish and deliver the quantities designated by the Purchasing Agent. Packing slips which clearly identify the merchandise and the County of Tulare's Purchase Order number or agreement must accompany every delivery. All materials, supplies or services furnished under an agreement or Purchase Order resulting from this agreement shall be in accordance with the County's specifications. Materials or supplies, which in the opinion of the Purchasing Agent are not in accordance and conformity with such specifications, shall be rejected and promptly removed from the County's premises at the Contractor's expense. A resulting contract does not guarantee a specific amount of business.

INCLUSION IN THE CONTRACT: The County departments and governmental entities listed are those which will participate in the Contract. However, the right is reserved by the Purchasing Agent, at his discretion, to include any other County department and/or Governmental Entity in the Contract at the accepted prices.

RESPONSIBILITY FOR GOVERNMENTAL ENTITIES OTHER THAN THE COUNTY: Those Governmental Entities other than the County and its departments who are listed in the Request-For-Bids or who are subsequently included have signified their intention to participate in the Tulare County Contract. Participation will not impose any responsibility for payment of claims on the Tulare County Board of Supervisors or the County Purchasing Agent. Each such Governmental Entity will be billed separately, and payments will be made by warrants drawn on the appropriate funds for the Governmental Entity.

CONTRACT EXCLUSIVE: The provisions of the contract shall in no way prohibit the County from making incidental purchases from another suppliers for the same commodities as herein listed.

MERCHANDISE RETURNABLE FOR FULL CREDIT: Contractor agrees to give full credit for any merchandise sold by him on contract, if returned in good condition by the County.

GUARANTEE AGAINST DEFECTS: All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

PURCHASE ORDERS: Purchase Orders will be issued throughout the contract year to the Contractor for the requirements as needed for the department or agency.

INVOICING: All invoices are to be mailed in duplicate to the various locations designated on the "Invoice Address" on each purchase order. Reference shall be made to the purchase order number. Invoice shall be paid once a month on all deliveries made during the month.

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RIGHT TO AUDIT: The County of Tulare reserves the right to verify, by examination of Contractor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

CASH DISCOUNT: In connection with any cash discount specified on this contract, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check. (It is generally the County's policy to take any and all discounts regardless of date of delivery or invoice.)

DEFAULT BY CONTRACTOR: In case of default by the Contractor, the County of Tulare may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in the contract or Purchase Order and actual cost thereof to the County of Tulare. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

CONTRACTOR ASSISTANCE: Contractor shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

LIABILITIES: The Contractor shall hold the County of Tulare, its officers, agents, and employees harmless from liability of any nature or kind because of the use of any copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at Contractor's own expense, any and all actions brought against the County of Tulare or Contractor because of the unauthorized use of such articles.

INDEPENDENT CONTRACTOR STATUS: This Contract is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Contract as an independent contractor. Nothing in this Contract shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of COUNTY. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Contract that they are not employees, agents or officers of COUNTY. CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

a. Withhold FICA (Social Security) from CONTRACTOR'S payments.
b. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
c. Withhold state or federal income tax from payments to CONTRACTOR.
d. Make disability insurance contributions on behalf of CONTRACTOR.
e. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

Notwithstanding this independent contractor relationship, COUNTY, through the Purchasing Agent, shall have the right to designate the sites at which services are to be performed, and to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Contract.

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INDEMNIFICATION: CONTRACTOR shall hold harmless, defend and indemnify the COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to any property, including COUNTY property arising out of the acts or omissions of CONTRACTOR or its agents, officers and employees under this Contract. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Contract, the cost of any penalty or sanction imposed by any agency with regulatory authority over the activities carried out by CONTRACTOR, and any claims made against COUNTY alleging civil rights violations by CONTRACTOR under Government Code sections 12920 et Seq. (California Fair Employment and Housing Act). CONTRACTOR specifically agrees to hold harmless and indemnify COUNTY for any and all claims arising out of any injury, disability, or death of CONTRACTORS employees or agents. This indemnification obligation shall continue beyond the term of this Contract as to any acts or omissions occurring under this Contract or any extension of this Contract.

It is the policy of the County of Tulare Board of Supervisors that in connection with all work performed under a purchase order or agreement with Tulare County, there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, sex, or religious creed, and therefore, the Contractor agrees to comply with applicable Federal and California laws regarding employment practices. In addition, the Contractor agrees to require like compliance by all sub-contractors employed on the work by Contractor.

The foregoing obligations will continue beyond the term of the contract as to any act or omission that occurred during the term of the contract or any extension to the contract.

RENEWAL: The Contract may be renewed, by mutual written consent, for an additional TWO (2) ONE (1) year terms provided the prices, terms, and conditions remain the same.

NON-FUNDING CLAUSE: Funds provided for commodities or service under the terms of this contract are contingent on availability of public funds. Should sufficient funds not be allocated during those terms, this contract may be modified or terminated at any time by the County upon thirty (30) day notice. Notice shall be fully given in writing or through service in person or by first class mail.

TERMINATION OF CONTRACT: The County of Tulare may by giving ten (10) days written notice to the Contractor, terminate the contract prior to its expiration for due cause. Due cause for termination of contract shall be, but not limited to, failure to deliver in quantities required within a reasonable time period, failure of the product to meet specifications, and/or for reasons of unsatisfactory service.

The County may, upon giving thirty (30) days written notice to the Contractor, terminate the contract, with or without cause.

GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County California.

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HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

COMPLIANCE WITH LAW: CONTRACTOR shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

CONFLICT OF INTEREST:

(a) CONTRACTOR agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

(b) CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interests laws, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of this question.

FORM DE-542: CONTRACTOR acknowledges that this Agreement is subject to filing obligations pursuant to Unemployment Insurance Code Section 1088.8. Accordingly, COUNTY has an obligation to file a report with the Employment Development Department, which report will include the CONTRACTOR's full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. CONTRACTOR agrees to cooperate with COUNTY to make such information available and to complete Form DE- 542. Failure to provide the required information may, at COUNTY's option, prevent approval of this Agreement, or be grounds for termination by COUNTY.

CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

CONSTRUCTION: This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

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ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of COUNTY.

WAIVERS: The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between CONTRACTOR and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

EXHIBITS AND RECITALS: The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

NO THIRD-PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

OTHER PROVISIONS:

ACCEPTED:

COUNTY OF TULARE

Date 6/27/2023

By DocuSigned by: Cher Castellini 1F1809FA5751482...

Purchasing Agent

ACCEPTED:

JAXON ENTERPRISES DBA DEER CREEK ASPHALT

Date 6/26/2023

By DocuSigned by: Jack Baker 30BBAC416143451...

Title ceo

Date

By

Title

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

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CONTRACT NO.: 1904

VENDOR NO.:	1241600	**BID/PROPOSAL NO.:** 24-006
VENDOR NAME:	JAXON ENTERPRISES DBA DEER CREEK ASPHALT	**PHONE:** (530) 241-2112 **FAX:** (530) 243-0787
STREET ADDRESS:	1643 TAHOE COURT	**VENDOR CONTACT NAME:** DON THOMASON
CITY STATE ZIP CODE:	REDDING, CA 96003	**E-MAIL:** dthomason@jaxonaggregates.com
ORDER FROM:	JAXON ENTERPRISES DBA DEER CREEK ASPHALT	
STREET ADDRESS:	1643 TAHOE COURT	
CITY STATE ZIP CODE:	REDDING, CA 96003	
REMIT TO:	JAXON ENTERPRISES	
STREET ADDRESS:	PO BOX 994248	
CITY STATE ZIP CODE:	REDDING, CA 96099-4248	

SUBJECT:	1/2" COLD MIX MATERIAL – NORTH/SOUTH COUNTY
COMMODITY CODE:	74514
CONTRACT PERIOD:	JULY 1, 2023 THROUGH **JUNE 30, 2024**
PAYMENT TERMS:	NET 1% 30 DAYS
SALES TAX:	IN ADDITION TO PRICES SHOWN WHEN APPLICABLE
DELIVERY:	F.O.B. PLANT LOCATION
MINIMUM ORDER:	NONE
MERCHANDISE RETURNS:	FULL CREDIT TO THE COUNTY FOR ANY MERCHANDISE RETURNED IN UNOPENED CONDITION.
PRICES:	SEE **EXHIBIT B** – COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTIONS APPLY TO THIS CONTRACT. FIRM FOR THE CONTRACT PERIOD

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CONTRACT NO.: 1904

SUPPLIER PART NUMBER	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE
001	1/2" COLD MIX – NORTH/SOUTH COUNTY	TON	$54.00

SPECIFICATIONS

DELIVERIES: Deliveries are to be made at the vendor's plant and/or storage location as required. Approximately two hundred (200) tons to two thousand (2,000) tons per day. County representative will give 48 hours notice of delivery date.

GUARANTEE OF DELIVERY: A continued, uninterrupted and guaranteed availability of Cold Mix Material is important and necessary to the County for the economic completion of its road work projects.

PRICES: Prices shall be F.O.B. Plant Location and shall exclude Federal Excise Taxes, for which the County is exempt. California State Sales Tax will be allowed on the net bid price. The price per ton shall include all fees for the duration of the contract. Example, environmental fees, etc.

NOTE: For the purpose of this Request for Bid, TON is determined to be 2,000 pounds avoirdupois.

1/2" PLANT RUN COLD MIX with OIL: **$ 54.00** PER TON

Plant Run Cold Mix – 1/2" mix as per CalTrans Specs. Section #39 or as requested by County representative. SC-800 or SC-3000 grade oil as per CalTrans Spec. #93 in conformance with the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans for such Plant Run Cold Mix or as requested by County representative.

14,000 Tons total estimated quantity for North County/South County through June 30, 2024.

Applicable sales tax will be added in addition to the price indicated above.

The amount of liquid asphalt added to produce Plant Run Cold Mix shall be determined by the Engineer.

PLANT LOCATION/SHIPPING POINT: 27671 AVENUE 120, PORTERVILLE, CA 93257
SMARA MINE ID 91-54-0021

PARTICIPATING DEPARTMENTS:

RMA Road Yard #1, Porterville
RMA Road Yard #2/3 Visalia
RMA Road Yard #4, Dinuba
RMA Road Yard #5, Terra Bella

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REQUEST FOR BID

THIS IS NOT AN ORDER

COUNTY OF TULARE

Office of

PURCHASING AGENT

2637 W. Burrel Ave., Suite 200
Visalia, CA 93291-4593

Date: May 24, 2023

Req: 242303924

REFER TO BID NO.

24-006

By: Cher Castellini
Phone: 559 -205-1100

Bids will be received by the Tulare County Purchasing Agent, 2637 W. Burrel Ave. Suite 200, Visalia, CA 93291-4593 until **2:00 P.M. on JUNE 14, 2023** . Delivery F.O.B. PLANT LOCATION

NOTICE: Bid on each item separately unless instructions read otherwise. Attach complete specifications for any substitutions offered or when clarification is desirable or necessary. The right is reserved to reject any or all bids.

Indicate BID NUMBER and BID CLOSING DATE on outside of envelope for paper bid submissions.
BID NO. 24-006 CLOSING DATE: June 14, 2023

⅜"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

The Tulare County Purchasing Agent invites bids to be submitted for the purchase of ⅜"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT as required. Such contract will be for a one (1) year period effective beginning **JULY 1, 2023**, and ending **JUNE 30, 2024.**

BIDDERS QUESTIONS: Bidders may submit any question they have pertaining to this Request for Bid to www.bidnetdirect.com or TCBids@tularecounty.ca.gov. Any and all questions must be submitted **via www.bidnetdirect.com or email** TCBids@tularecounty.ca.gov **by 5:00 p.m. MAY 31, 2023**, in order to be considered. Questions and answers will be distributed to all bidders only if necessary to clarify substantive items raised. No changes and/or additions will be made to this Request for Bid within forty (40) working hours of its closing date.

DEFAULT BY SUCCESSFUL BIDDER: In case of default by successful bidder by non-delivery of article(s) and or service(s) on or before the delivery date. The County may procure the article(s) and or service(s) from another source and may recover costs from successful bidder. The successful bidder may be charged, cost of transportation, the difference in cost of article(s) and or service(s) based on Contract information. The County reserves the right to be compensated deducting monies owed to successful bidder from the Contract information and or invoicing the successful bidder upon notification of the default.

INTENT: The County is in need of Cold Mix and Hot Mix Asphalt Concrete Material for its road projects. Due to increasing fuel costs, it is more economical for the County to award two (2) contracts. One for the South end and one for the North end of the County. For the purpose of this bid, Avenue 232 will be used as the dividing line.

ATTACHED SHEETS: The attached sheets indicate the condition of the bid and contract, specifications, using departments and agencies, and estimated quantities of the products to be used for one (1) year. Quantities estimated will be used for basis of award and are based on past year's usage.

THE FOLLOWING SIGNATURE PAGE MUST BE COMPLETED
AND SIGNED BY THE VENDOR AND SUBMITTED WITH THE VENDOR'S BID.

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RETURN BID WITH THIS FORM.

Signature Page

VENDOR TO COMPLETE THIS PAGE

PARTICIPATION

The County is currently a member of the Central Valley Purchasing Group which consists of Fresno, Kern, Kings and Tulare Counties, and the Political Subdivision, Municipalities and Tax Supported Agencies within these County boundaries. Whenever possible, these entities wish to co-op (piggy-back) on existing bids. Please state if your bid will or will not be extended to these entities under the same terms and conditions as stated in this bid.

Select YES or NO.

YES	X	NO	

DOES COMPANY MEET THE REQUIREMENTS OF A "LOCAL VENDOR" (Refer to Section 31)

Select YES or NO.

YES	X	NO	

Undersigned agrees to furnish the commodities and/or services as stipulated in this REQUEST FOR BID at the prices/fees, terms, and conditions stated.

Company: Jaxon Enterprises dba Deer Creek Asphalt

Address: 27671 Ave 120 County: Tulare

City: Porterville State: CA Zip: 93257 Phone No: 559-793-0903

Signed By: Patty Baker PATTY BAKER

Title: Sales Rep. Date: June 14, 2023

Email Address: pbaker@jaxonaggregates.com

Note: This signature page must be turned in with your Bid

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REQUEST FOR BID
GENERAL CONDITIONS

1. PREPARATION OF BIDS

A. All information requested of the bidder shall be entered in the appropriate space(s) on the form. Failure to do so may disqualify your offer.

B. Any Attachments and/or Exhibits are herewith made a part of this Request for Bid.

C. All information shall be typewritten or clearly printed. Mistakes may be crossed out and corrections inserted before submission of your Bid. Corrections must be initialed in ink by the person signing the Bid. Bids may be completed manually and scanned for submission.

D. Bids will not be accepted unless signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the bidder.

E. To be considered, bids must be submitted and received by the Purchasing Division on or before the Deadline for Submitting Bids.

F. Bids will be accepted via hard copy delivery at Tulare County Purchasing, 2637 W. Burrel Ave., Suite 200, Visalia, CA 93291 or via electronic submission on www.bidnetdirect.com. If bids are received after the deadline, vendors will be notified via electronic mail of the late submission. Timestamp will be used to determine timeliness of submission. The County is not responsible for late submissions due to delays in electronic delivery.

G. All bid prices shall be F.O.B. County of Tulare.

H. Bid prices shall remain open and valid subject to acceptance for sixty (60) days after bid closing date.

I. Prices bid SHALL remain firm for a minimum of 120 days after award to cover subsequent purchase requirements.

J. Prices bid by bidder are considered accurate and cannot be withdrawn after the bid is closed.

K. Upon submission of bid documents, all such documents shall become the property of the County.

L. Time of delivery shall be stated as the number of calendar days following receipt of the order by the bidder, to the receipt of the goods or services by the County. Time of delivery may be a consideration in the award.

M. Prices will be considered as net if no cash discount is shown.

N. Provide any other information not specifically requested which may be considered by the Purchasing Agent. (Purchasing Agent is not obligated to consider any information not specifically requested in this bid request.)

O. Tulare County generally solicits bids from a wide variety of bidders which may include retailers, wholesalers, suppliers, distributors, etc.

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BRAND NAMES/QUALITY

A. Brand names and numbers, when used, are for reference to indicate the character or quality desired.

B. Equal items will be considered, provided your offer clearly describes the article. Offers for equal items shall state the brand and number (or level of quality if item cannot be identified by brand and number)

C. Equal items will not be considered if identical supply has been determined a necessity and the notation NO SUBSTITUTE has been entered.

D. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.

E. The Purchasing Agent shall in all instances be the final judge in determining whether the items bid are acceptable to the County, and whether the items bid are equal in quality and utility to the specified articles.

3. SAMPLES

A. Samples of articles, when required, shall be furnished free of cost of any sort to the County of Tulare.

B. Samples of articles selected may be retained for future comparison.

C. Samples which are not destroyed or consumed by testing, or which are not retained for future comparison will be returned upon request at bidder's expense.

4. TAXES

A. Tulare County is exempt from payment of Federal Excise Tax. No Federal Tax should be included in the price. Exemption Certificates will be furnished when applicable.

B. Unless otherwise definitely specified, the unit price stated herein does not include California State Sales Tax. Lump sum bids for labor and materials shall include all applicable tax.

5. CASH DISCOUNTS

In connection with any cash discount specified on this bid, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from the date correct invoices are received if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.

6. USAGE

Usage of materials will be interspersed and periodic during the contract year, and as such will not be subject to shipment of the total estimated requirements at any one time.

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7. QUANTITIES

The estimated usage for each item is based on the experience of the past twelve (12) month period or are estimated requirements for one (1) year. It is not expressly implied, nor guaranteed, that the quantities shown will be used in the next contract period, and as such, the right is reserved to order decreased or increased amounts from those listed, as may be required. However, it is to be understood that these figures are quite realistic and will be considered in making an award. Actual usage whether lesser or greater than estimated shall not affect the prices as bid and accepted by the County.

8. INCLUSION IN THE CONTRACT

The County departments and governmental entities listed are those which will participate in the contract. However, the right is reserved by the Purchasing Agent, at his/her discretion, to include any other County department and/or governmental entity in the contract at the accepted prices.

9. LITERATURE.

Bidders shall submit literature which fully describes items on which they are bidding, no later that the closing date of this bid. Any and all literature submitted must be stamped with bidder's name and address.

10. GUARANTEE AGAINST DEFECTS

All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

11. PRICES F.O.B.

Quotations are to be F.O.B. PLANT LOCATION.

12. MINIMUM ORDER

Bidder's offer must indicate minimum order quantities and charges for less than minimum order quantity. If not stated, it will be assumed there are none.

13. AWARD

The County of Tulare reserves the right: (1) to award bids received on the basis of individual items or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; (4) to make partial awards or award to more than one vendor (if vendor bid prices are based only on an "all or none" award, vendor just so specify within the bid); and (5) to accept the bid that is in the best interest of the County of Tulare. The Purchasing Agent's decision shall be final.

A combination of the following factors will be considered in awarding this bid.

A. Prices
B. Bidder's previous records of performance and service
C. Ability of bidder to render satisfactory goods or services in this instance
D. Quality and conformance to specifications

The County shall be the sole judge in making this determination.

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14. RENEWAL

The contract or purchase order resulting from this bid may be renewed, by mutual consent, for an additional two (2) one (1) year terms provided the prices, terms, and conditions remain the same.

15. QUANTITY & QUALITY OF MATERIALS OR SERVICES

The successful bidder shall furnish and deliver the quantities designated by the Purchasing Agent. Packing slips which clearly identify the merchandise and a listing of the County of Tulare's Purchase Order number must accompany every delivery. All materials, supplies or services furnished under contract or Purchase Order shall be in accordance with the county specifications. Materials or supplies which, in the opinion of the Purchasing Agent are not in accordance and conformity with such specifications shall be rejected and promptly removed from the County premises at the bidder's or contractor's expense.

16. INDEPENDENT CONTRACTOR STATUS

This contract is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Contract as an independent contractor. Nothing in this Contract shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of COUNTY. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Contract that they are not employees, agents or officers of COUNTY. CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

a. Withhold FICA (Social Security) from CONTRACTOR'S payments.
b. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
c. Withhold state or federal income tax from payments to CONTRACTOR.
d. Make disability insurance contributions on behalf of CONTRACTOR.
e. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

Notwithstanding this independent contractor relationship, COUNTY, through the Purchasing Agent, shall have the right to designate the sites at which services are to be performed, and to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Contract.

17. RIGHT TO AUDIT

The County of Tulare reserves the right to verify, by examination of the successful bidder's records, all invoiced amounts when firm prices are not set forth in the Agreement or purchase order resulting from this bid.

18. LIABILITIES

A. The successful bidder shall hold the County of Tulare, its officers, agents, and employees harmless from liability of any nature or kind because of the use of any copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under the agreement or purchase order resulting from this bid, and agrees to defend, at successful bidder's own expense, any and all actions brought against the County of Tulare or successful bidder because of the unauthorized use of such articles.

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B. INDEMNIFICATION: Bidder shall hold harmless, defend and indemnify the COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kinds, including death or injury to any person and/or damage to any property, including County property arising out of the acts or omissions of Contractor or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against County by any taxing authority asserting that an employer-employee relationship exists by reason of this Contract, the cost of any penalty or sanction imposed by any agency with regulatory authority over the activities carried out by Contractor, and any claims made against County alleging civil rights violations by Contractor under Government Code sections 12920 et Seq. (California Fair Employment and Housing Act). Contractor specifically agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of Contractors' employees or agents. This indemnification obligation shall continue beyond the term of this Contract as to any acts or omissions occurring under this Contract for any extension of this Contract.

C. The foregoing obligations will continue beyond the term of the contract or purchase order resulting from this bid as to any act or omission that occurred during its term or any extension thereof.

19. DEFAULT BY SUCCESSFUL BIDDER

A. In case of default by successful bidder by non-delivery of article(s) and or service(s) on or before the delivery date. The County may procure the article(s) and or service(s) from another source and may recover costs from successful bidder. The successful bidder may be charged, cost of transportation, the difference in cost of article(s) and or service(s) based on Contract information. The County reserves the right to be compensated deducting monies owed to successful bidder from the Contract information and or invoicing the successful bidder upon notification of the default.

B. Inspection on deliveries which do not meet specifications, will be at the expense of successful bidder.

20. PRICES

During the period of deliveries under an agreement or purchase order resulting from this bid, should there be a decrease in prices on the balance of the deliveries, such decreases shall be made available to the County for as long as the lower prices are in effect, but at no time shall the prices charged the County exceed the prices herein quoted.

21. DELIVERIES/PICKUP

County personnel or their representative will pick up material from the plant location as indicated by the successful bidder. Frequency of pick ups will be determined by the needs of the using department or agency and will be interspersed throughout the contract year. The successful bidder shall be expected to maintain a normal delivery time which is established as being within forty-eight (48) hours after receipt of order.

The successful bidder shall be expected to load materials into County's trucks in a professional and responsible manner, with care not to cause contamination of materials.

22. CONTRACT EXCLUSIVE

The provisions of the agreement or purchase order resulting from this bid shall in no way prohibit the County from making any incidental purchases from another supplier for the same commodities as herein listed

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23. TERMINATION OF PURCHASE ORDERS OF AGREEMENTS

A. Purchase orders or contracts which extend into a subsequent fiscal year will automatically cancel if the Tulare County Board of Supervisors does not appropriate funds for the goods and/or services under the purchase order or contract.

B. The County of Tulare may by giving ten (10) days written notice to the successful bidder, terminate the contract or purchase order resulting from this bid prior to its expiration for due cause. Due cause for termination shall be, but not limited to, failure to deliver in quantities required within a reasonable time period, failure of the product to meet specifications, and/or for reasons of unsatisfactory service.

C. The County may, upon giving thirty (30) days prior written notice to the vendor, terminate the contract or purchase order, with or without cause.

24. MERCHANDISE RETURNABLE FOR FULL CREDIT

Successful bidder agrees to give full credit to the County for any merchandise returned in good condition.

25. INVOICING

All invoices are to be mailed in duplicate to the various locations designated on the "Invoice Address" on each purchase order or contract. Reference shall be made to the purchase order or contract number. Invoice shall be paid once a month on all deliveries made during the month in accordance with the County's normal payment cycle.

26. VENDOR ASSISTANCE

Successful bidder shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

27. RENEWAL

The contract or purchase order resulting from this bid may be renewed, by mutual consent, for an additional three (3) one (1) year terms provided the prices, terms, and conditions remain the same.

28. NON-FUNDING CLAUSE

Funds provided for commodities or services under the terms of this bid are contingent on availability of public funds. Should sufficient funds not be allocated during those terms, amounts due may be modified or terminated at any time by the County upon thirty (30) day notice. Notice shall be fully given in writing or through service in person or by first class mail.

29. PARTICIPATION

The County is currently a member of the Central Valley Purchasing Group which consists of Fresno, Kern, Kings, and Tulare Counties, and the Political Subdivision, Municipalities and Tax Supported Agencies within these County boundaries. Whenever possible, these entities wish to co-op (piggy-back) on existing bids or proposals. Please state if your bid or proposal will, or will not be extended to these entities under the same terms and conditions as stated in this bid or proposal.

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30. RESPONSIBILITY FOR GOVERNMENT ENTITIES OTHER THAN COUNTY

Those governmental entities other than the County who are listed (or who have sub sequentially been included) have signified their intention to participate in the Tulare County agreement or purchase order resulting from this bid. Participation will not impose any responsibility for payment of claims or any responsibility whatsoever on the Tulare County Board of Supervisors or the County Purchasing Agent. Each such governmental entity will be billed separately, and payments will be made by warrants drawn on the appropriate funds for the governmental entity.

31. LOCAL PREFERENCE (Section 1-03-1301 of the Tulare County Ordinance Code):

A. Whenever the County purchases supplies, materials, equipment or services for the County through the use of competitive bids, the County in evaluating the price for such supplies, materials and/or equipment shall determine if the lowest responsible bidder is a local vendor as defined in this section; and, if so, the contract shall be awarded to such vendor. If low bidder is not a local vendor, any local vendor who submitted a bid which was within five percent (5%) of the low bid announced by the County shall have the option of submitting a new bid within forty-eight (48) hours (not including weekends and holidays) of the time indicated in the bid documents for the opening bid. Such new bid must be in an amount less than or equal to the low bid announced by the County. County shall award the contract to the local vendor submitting the lowest responsible bid within said 48 hours period. If no new bids received within said 48 hour period, the contract shall be awarded to the original low bidder as announced by the County.

B. "Local vendor" shall mean any business which:

(1) has had a fixed office or distribution point located in and having a street address within the County of Tulare for at least six (6) months immediately prior to the issuance of the request for bids by the County; and

(2) holds any required business license by the County or any city within the County; and,

(3) employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within the County, or if the business has no employees, shall be at least fifty percent (50%) owned by one or more persons whose primary residence is located within Tulare County.

C. Any vendor claiming to be a local vendor as defined above shall so certify to the Purchasing Agent by indicating "yes or no" below and signature on bid document. The County Purchasing Agent shall have sole discretion to determine if a vendor meets the definition of a "local vendor".

D. Any person or business falsely claiming to be a local vendor shall be ineligible to transact any business with the County for a period of not less than three (3) months or not more than twenty-four (24) months as determined in the sole discretion of the Purchasing Agent. The County shall also have the right to terminate all or any part of any contract entered into with such person or business.

E. Prior to the County declaring any person or business not a "local vendor" or ineligible to transact business with the County, such person or business shall be entitled to a public hearing before the Board of Supervisors and to a five (5) day notice of the time and place thereof.

F. This preference shall not apply to transactions required by state or federal statutes or regulations to be awarded to the "lowest responsible bidder", or otherwise exempted from local preferences.

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32. DEBARMENT: Contractor guarantees that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal state funded health care program, or from receiving Federal fund as listed in the List of Parties Administration. Contractor must within 30 calendar days advise the County if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the County harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

See **Exhibit A**, attached with instructions and signature page that must be signed and submitted with this Bid.

33. ON-LINE ORDERING

In keeping with the advance in technology, the County of Tulare is implementing on-line ordering as opportunity allows. Can you provide online inter-net ordering?

_____ YES _X_ NO

Can you provide your commodity catalog either from your website or by Excel spreadsheet?

_____ YES _X_ NO

34. INFORMATION

Information regarding the results of any bid may be obtained at the Tulare County Purchasing Department, 2637 W. Burrel Ave., Suite 200, Visalia, CA 93291 for a period of ninety (90) days from the opening date of the bid. Bid tabulations will be made available for review three (3) days after bid opening date and can be obtained from the Purchasing Department clerical staff.

35. SPECIAL CONDITIONS

Special Conditions attached hereto supersede the General Conditions to the extent of any inconsistency between them.

36. HEADINGS

Headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

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37. OTHER PROVISIONS

A. PRICES shall be firm for the contract period ending **JUNE 30, 2024**, unless otherwise stated by the bidder hereon:

B. MINIMUM ORDER quantities and charges for less than minimum order quantity shall be assumed as "NONE" unless otherwise stated by the bidder hereon:

C. STATE PURCHASE ORDER mailing address, e-mail, and telephone number for ordering purposes:

Jaxon Enterprises, PoBox 994248, Redding, CA 96099-4248
pbaker@jaxonaggregates.com, 661-372-2228

D. STATE REMITTANCE mailing address and telephone number for payment purposes:

Jaxon Enterprises, PoBox 994248, Redding, CA 96099-4248
530-241-2112

E. **DEFAULT BY SUCCESSFUL BIDDER:** In case of default by successful bidder by non-delivery of article(s) and or service(s) on or before the delivery date. The County may procure the article(s) and or service(s) from another source and may recover costs from successful bidder. The successful bidder may be charged, cost of transportation, the difference in cost of article(s) and or service(s) based on Contract information. The County reserves the right to be compensated deducting monies owed to successful bidder from the Contract information and or invoicing the successful bidder upon notification of the default.

E. COMPENSATION ADJUSTMENTS for price index fluctuations for liquid asphalt, as set forth in the attached **Exhibit B**, apply.

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38. INSURANCE:

Prior to approval of a Contract by COUNTY, CONTRACTOR shall file with the Purchasing Division of Tulare County evidence of required insurance for installation as set forth in **EXHIBIT C**, attached. Insurance policies shall not be used to limit CONTRACTOR'S liability or to limit the indemnification provisions and requirements of this contract or act in any way to reduce the policy coverage and limits available from the insurer(s). The insurance coverage shall be issued at the expense of and maintained by CONTRACTOR during the entire term of the Contract. CONTRACTOR shall provide renewal policy documents throughout the life of the contract.

39. CAMPAIGN CONTRIBUTION DISCLOSURE

All bidders (potential contractors) must complete and submit with their bid, the Campaign Contribution Disclosure Form. **Exhibit D** attached with instructions, information, and a disclosure form must be signed and returned. For additional information, please refer to: Government Code section 84308

https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV&sectionNum=84308

FPPC Regulations 18438.1 through 18438.8

https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I76245C705A0A11EC8227000D3A7C4BC3&originationContext=documenttoc&transitionType=Default&contextD%20ata=%28sc.Default%29&contextData=%28sc.Default%29

40. NOTIFICATION REGARDING CONTRACTOR AND GRANTEE COMPLIANCE WITH ECONOMIC SANCTIONS IMPOSED IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE

The attached **Exhibit E** sets out information regarding the obligations of County Contractors to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

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SPECIAL CONDITIONS:

SPECIFICATIONS

Plant Run Cold Mix – ⅜" and ½" mix as per CalTrans Specs. Section #39 or as requested by County representative. SC-800 or SC-3000 grade oil as per CalTrans Spec. #93 in conformance with the latest editions and amendments of the Standard Specifications of the State of Californa, Department of Transportation, Division of CalTrans for such Plant Run Cold Mix or as requested by County representative.

DELIVERIES: Deliveries are to be made at the vendor's plant and/or storage location as required. Approximately two hundred (200) tons to two thousand (2,000) tons per day. County representative will give 48 hours notice of delivery date.

GUARANTEE OF DELIVERY: A continued, uninterrupted and guaranteed availability of Cold Mix Material is important and necessary to the County for the economic completion of its road work projects.

PRICES: Prices shall be F.O.B. Plant Location and shall exclude Federal Excise Taxes, for which the County is exempt. California State Sales Tax will be allowed on the net bid price. The price per ton shall include all fees for the duration of the contract. Example, environmental fees, etc.

NOTE: For the purpose of this Request for Bid, TON is determined to be 2,000 pounds avoirdupois.

BID PRICE:

⅜" PLANT RUN COLD MIX WITH OIL

4,000 Tons total estimated quantity through June 30, 2024.

Applicable Sales Tax in addition to the price indicated.

2,000 Tons SOUTH COUNTY $ 54.75 PER TON (includes all fees)

2,000 Tons NORTH COUNTY $ 54.75 PER TON (includes all fees)

½" PLANT RUN COLD MIX WITH OIL

14,000 Tons total estimated quantity through June 30, 2024.

Applicable Sales Tax in addition to the price indicated.

7,000 Tons SOUTH COUNTY $ 54.00 PER TON (includes all fees)

7,000 Tons NORTH COUNTY $ 54.00 PER TON (includes all fees)

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BID PRICE - Continued:

The amount of liquid asphalt added to produce Plant Run Cold Mix shall be determined by the Engineer. okay

INDICATE PLANT LOCATION/SHIPPING POINT: 27671 Ave 120, Porterville, CA 93257

Compensation adjustment for price index fluctuations applies to this contract per **Exhibit B**, attached.

½" HOT ASPHALT CONCRETE

Asphalt Concrete shall be Type B, ½" maximum and shall conform to the provisions in Section 39, "Asphalt Concrete", of the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans or as requested by County representative. Oil shall be: Asphalt Binder Oil PG 64-10.

6,000 Tons total estimated quantity through June 30, 2024.

Applicable Sales Tax in addition to the price indicated.

3,000 Tons SOUTH COUNTY $ 60.00 PER TON (includes all fees)

3,000 Tons NORTH COUNTY $ 60.00 PER TON (includes all fees)

The amount of asphalt binder to be mixed with the aggregate for Type B asphalt concrete will be determined by the Engineer okay

INDICATE PLANT LOCATION/SHIPPING POINT: 27671 Ave 120, Porterville, CA 93257

Compensation adjustment for price index fluctuations applies to this contract per **Exhibit B**, attached.

PARTICIPATING DEPARTMENTS:

RMA Road Yard #1, Porterville
RMA Road Yard #2/3, Visalia
RMA Road Yard #4, Dinuba
RMA Road Yard #5, Terra Bella

Note: Page 13-14 must be completed and submitted.

ATTACHMENTS:

**EXHIBIT A, DEBARMENT - MUST BE RETURNED SIGNED WITH THIS BID FORM.

**EXHIBIT D, CAMPAIGN CONTRIBUTION DISCLOSURE FORM – MUST BE COMPLETED AND RETURNED WITH THIS BID

**NOTE: FAILURE TO SUBMIT THE ABOVE-REFERENCED ITEMS AND BID FORM SHALL CAUSE BIDDER TO BE NON-RESPONSIVE.

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EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this bid, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this bid is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, bid, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this bid is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CERTIFICATION

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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(c) Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Patty Baker
Signature

June 14, 2023
Date

PATTY BAKER / Sales rep
Printed Name & Title

Jaxon Enterprises
Name of Agency or Company

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EXHIBIT B

5-I. PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

GENERAL

Summary

This section applies to asphalt contained in materials for pavement structural sections and pavement surface treatments such as hot mix asphalt (HMA), plant run cold mix(PRCM), tack coat, asphaltic emulsions, bituminous seals, asphalt binders, and modified asphalt binders placed in the work.

The Engineer adjusts payment if the California Statewide Crude Oil Price Index for the month the material is placed is more than 5 percent higher or lower than the price index at the time of contract.

The California Statewide Crude Oil Price Index is determined each month on or about the last business day of the month by the Department using the average of the posted prices in effect for the previous month as posted by Chevron, ExxonMobil, and ConocoPhillips for the Buena Vista, Huntington Beach, and Midway Sunset fields.

If a company discontinues posting its prices for a field, Cal trans determines the index from the remaining posted prices. Caltrans may include additional fields to determine the index.
For the California Statewide Crude Oil Price Index, go to:

http://www.dot.ca.gov/hq/construc/crudeoilindex/

If the adjustment is a decrease in payment, the County deducts the amount from the monthly progress payment.

ASPHALT QUANTITIES

General

Interpret the term "ton" as "tonne" for projects using metric units.

Hot Mix Asphalt/Plant Run Cold Mix

The Engineer calculates the quantity of asphalt in HMA or PRCM using the following formula:

$$Qh = HMATT \times [Xa/(100 + Xa)]$$

where:

Qh = quantity in tons of asphalt used in HMA or PRCM
HMATT= HMA or PRCM total tons placed
Xa= theoretical asphalt content from job mix formula expressed as percentage of the weight of dry aggregate

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Hot Mix Asphalt Containing Reclaimed Asphalt Pavement (RAP)

The Engineer calculates the quantity of asphalt in HMA containing RAP using the following formulas:

Qrap = HMATT x [Xaa / (100 + Xaa)]

where:

Xaa=Xta-[(100-Xnew) x (Xra/100)]

and

Qrap = quantity in tons of asphalt used in HMA containing RAP
HMATT = HMA total tons placed
Xaa = asphalt content of HMA adjusted to account for the asphalt content in RAP expressed as percentage of the weight of dry aggregate
Xta = total asphalt content of HMA expressed as percentage of the weight of dry aggregate
Xnew= theoretical percentage of new aggregate in the HMA containing RAP determined from RAP percentage in the job mix formula
Xra = asphalt content of RAP expressed as percentage

Asphaltic Emulsion

The Engineer calculates the quantity of asphalt in asphaltic emulsions, including fog seals and tack coat, using the following formula:

Qe =AETT x (Xe / 100)

where:

Qe = quantity in tons of asphalt used in asphaltic emulsions
AETT = undiluted asphaltic emulsions total tons placed
Xe = minimum percent residue specified in Section 94, "Asphaltic Emulsions." of the Standard Specifications based on the type of emulsion used

Other Materials

For other materials containing asphalt not covered above, the Engineer determines the quantity of asphalt (Qo).

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PAYMENT ADJUSTMENTS

The Engineer includes payment adjustments for price index fluctuations in progress pay estimates. If material containing asphalt is placed within 2 months during 1 estimate period, the Engineer calculates 2 separate adjustments. Each adjustment is calculated using the price index for the month in which the quantity of material containing asphalt subject to adjustment is placed in the work. The sum of the 2 adjustments is used for increasing or decreasing payment in the progress pay estimate.

The Engineer calculates each payment adjustment as follows:

PA = Qt x A

where:

PA =Payment adjustment in dollars for asphalt contained in materials placed in the work for a given month.

Qt = Sum of all quantities of asphalt-contained materials in pavement structural sections and pavement surface treatments placed (Qh + Qrh + Qmh + Qrap + Qtc + Qe + Qss + Qmab + Qo).

A =Adjustment in dollars per ton of asphalt used to produce materials placed in the work rounded to the nearest $0.01.

For US Customary projects, use:

A = [(Iu /Ib) - 1 .05] x Ib *x* [1 + (T / 100)] for an increase in the crude oil price index exceeding 5 percent

A = [(Iu /Ib) - 0.95] x Ib *x* [1 + (T / 100)] for a decrease in the crude oil price index exceeding 5 percent

For metric projects, use:

A = 1.1023 *x* [(Iu /Ib)- 1.05] *x* Ib x [1 + (T / 100)] for an increase in the crude oil price index exceeding 5 percent

A = 1.1023 *x* [(Iu /Ib)- 0.95] *x* Ib *x* [1 + (T / 100)] for a decrease in the crude oil price index exceeding 5 percent

Iu = California Statewide Crude Oil Price Index for the month in which the quantity of asphalt subject to adjustment was placed in the work.

Ib = California Statewide Crude Oil Price Index for the month in which the bid opening for the project occurred

T = Sales and use tax rate, expressed as a percent, currently in effect in the tax jurisdiction where the material is placed. If the tax rate information is not submitted timely, the statewide sales and use tax rate is used in the payment adjustment calculations until the tax rate information is submitted.

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EXHIBIT C

NON-PROFESSIONAL SERVICES

INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Commercial General Liability coverage of $1,000,000 on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (occurrence Form CG 00 01). If a general aggregate applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit must be no less than $2,000,000.

2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of no less than $1,000,000 per accident for bodily injury and property damage. If an annual aggregate applies it must be no less than $2,000,000.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

B. Specific Provisions of the Certificate

1. If any of the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.

2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:

   a. *The COUNTY OF TULARE, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operation.*

   b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*

   c. *Each insurance policy required by this agreement shall provide that coverage shall not be canceled, except with written notice to the COUNTY.*

   d. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of the CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

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3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds $100,000 will be reviewed by the COUNTY Risk Manager for approval.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(Mark X if applicable)

☐ Automobile Exemption: I certify that_____does not own nor use vehicles in the performance of the agreement for which this insurance requirement isattached.

☐ Workers' Compensation Exemption: I certify that_____is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name PATTY BAKER Date: 6/14/23

Contractor Name Jaxon Enterprises dba Deer Creek Asphalt

Signature Patty B

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EXHIBIT D

COUNTY OF TULARE
CAMPAIGN CONTRIBUTION DISCLOSURE INFORMATION

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use, including most contracts and franchises, pending before the Board of Supervisors ("Board") of the County of Tulare or any of its affiliated agencies.

IMPORTANT NOTICE

Government Code section 84308 (also known as the "Levine Act") contains requirements that are summarized generally as follows:

A. **If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than $250 to any member of the Board of Supervisors or other County official who may participate in your proceeding. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends 12 months after a final decision is rendered by the Board of Supervisors or other County officer. In addition, no Board member or other County official or alternate who may participate in your proceeding may solicit or accept a campaign contribution of more than $250 from you during this period.**

B. **These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.**

C. **You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than $250 to any Board member or other County officer who may participate in your proceeding during the 12-month period preceding the filing of the application or the initiation of the proceeding.**

D. **If you or your agent have in the aggregate contributed more than $250 to any individual Board member or other County officer who may participate in your proceeding during the 12 months preceding the decision on the application or proceeding, that Board member or other County officer must disqualify himself or herself from the decision. However, disqualification is not required if the Board member or other County official returns the campaign contribution within 30 days from the time the member or official knows, or should have known, about both the contribution and the fact that you are a Party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your application or proposal, or with the first written document you file or submit after the proceeding commences.**

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1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.

2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents" for purposes of these rules.

3. To determine whether a campaign contribution of more than $250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency relationship, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different Board of Supervisors members or other County officer who may participate in your proceeding are not aggregated with contributions to the first Board member but are aggregated as to each Board member or other County officer who may participate in your proceeding.

4. A list of the Board of Supervisors members and other County officials is attached.

This notice summarizes the major requirements of Government Code section 84308 of the Political Reform Act and California Code of Regulations, Title 2 sections 18438.1-18438.8.

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COUNTY OF TULARE
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Application or Solicitation Number: _____
Application or Solicitation Title: _____

Was a campaign contribution, regardless of the dollar amount, made to any member of the Tulare County Board of Supervisors or to any County Officer on or after January 1, 2023, by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes ____ **No** X

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____
Contributor or Contributor Firm's Name: _____
Contributor or Contributor Firm's Address: _____

Is the Contributor: ***(check applicable boxes)***

☐	**The Applicant**	**Yes**	☐	**No**	☐
☐	**Subcontractor**	**Yes**	☐	**No**	☐
☐	**The Applicant's agent/ or lobbyist**	**Yes**	☐	**No**	☐

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Board of Supervisors Member(s) and County Agency Officer(s) to whom you, your subcontractors, and/or agent/lobbyist made campaign contributions on or after January 1, 2023, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board of Supervisors Member or County Agency Officer: _____
Name of Contributor: _____
Date(s) of Contribution(s): _____
Amount(s): _____

(Please add an additional sheet(s) to identify additional Board Members or County Agency Officer to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Board Members or County Agency Officers by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

6/14/23
Date

Patty Baker
Signature of Applicant

Jaxon Aggregates dba Deer Creek Asphalt
Print Firm Name if applicable

PATTY BAKER
Print Name of Applicant

DocuSign Envelope ID: 62CB4D82-B3C9-4D91-B1E5-B2B8A81ACD3B

ATTENTION ALL COUNTY OF TULARE

CONTRACTORS AND GRANTEES

Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of contracts or grants, as applicable.

As a reminder, agreements with the County of Tulare include portions which require compliance with all local, state, and federal laws and directives which includes Executive Orders such as the EO discussed here. The EO may not apply to or effect your agreement with the County. Please reach out to our department in order to seek clarification should you have any questions.

Please note that for any agreements or grants valued at $5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

DocuSign

Certificate Of Completion

Envelope Id: 62CB4D82B3C94D91B1E5B2B8A81ACD3B
Status: Completed
Subject: 1904-1/2" COLD MIX – NORTH/SOUTH COUNTY
Source Envelope:
Document Pages: 34
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Sandra Kinzel
2637 W. Burrel Ave.
Suite 200
Visalia, CA 93291
SGKinzel@tularecounty.ca.gov
IP Address: 38.127.225.87

Record Tracking

Status: Original
6/23/2023 10:03:20 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Sandra Kinzel
SGKinzel@tularecounty.ca.gov
Pool: StateLocal
Pool: Carahsoft OBO County of Tulare

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Jack Baker wjbaker@wjbinc.net Pres Security Level: Email, Account Authentication (None)	DocuSigned by: Jack Baker 30BBAC416143451...	Sent: 6/23/2023 10:04:31 AM Resent: 6/26/2023 9:09:22 AM Viewed: 6/26/2023 9:14:16 AM Signed: 6/26/2023 9:15:23 AM
	Signature Adoption: Pre-selected Style Using IP Address: 128.92.11.138	

Electronic Record and Signature Disclosure:
Accepted: 6/26/2023 9:14:16 AM
ID: d04f5fcf-b75f-431f-83c0-45a2f6a18741

Cher Castellini CCastellini@tularecounty.ca.gov Purchasing Manager Carahsoft OBO County of Tulare Security Level: Email, Account Authentication (None)	DocuSigned by: Cher Castellini 1F1809FA5751482...	Sent: 6/26/2023 9:15:24 AM Viewed: 6/27/2023 5:39:11 PM Signed: 6/27/2023 5:39:20 PM
	Signature Adoption: Pre-selected Style Using IP Address: 192.189.152.6	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/23/2023 10:04:31 AM
Certified Delivered	Security Checked	6/27/2023 5:39:11 PM
Signing Complete	Security Checked	6/27/2023 5:39:20 PM
Completed	Security Checked	6/27/2023 5:39:20 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO County of Tulare (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO County of Tulare:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: smcastellini@tularehhsa.org

To advise Carahsoft OBO County of Tulare of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at smcastellini@tularehhsa.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO County of Tulare

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to smcastellini@tularehhsa.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO County of Tulare

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to smcastellini@tularehhsa.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO County of Tulare as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO County of Tulare during the course of your relationship with Carahsoft OBO County of Tulare.

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COUNTY OF TULARE
GENERAL SERVICES AGENCY
Purchasing Division

June 21, 2023

Jaxon Enterprises
Dba Deer Creek Asphalt
1643 Tahoe Court
Redding, CA 96003

Email: dthomason@jaxonaggregates.com

SUBJECT: MATERIAL CONTRACT NO. 1905 – 1/2" HOT ASPHALT CONCRETE – NORTH/ SOUTH COUNTY

GENERAL: This is to notify you that the Tulare County Purchasing Agent is accepting your Bid No. 24-006 dated June 14, 2023 for the supplying of 1/2" Hot Asphalt Concrete-North/South County to the County of Tulare as indicated on the attached sheets. The above contract number has been issued and the contract will be effective, subject to the terms and conditions of the bid and to the provisions as incorporated herein through the period beginning July 1, 2023 and ending **JUNE 30, 2024**.

PRICES: The prices as bid are to be the maximum charged for the period of the contract. The Contractor shall immediately notify the County of all manufacturer's price decreases and the County of Tulare shall receive the full benefit of all such decreases, effective on the date of the manufacturer's general public announcement. The attached sheets and enclosures enumerate the prices applicable herein.

Prices are F.O.B. Destination to various County Departments or Governmental Entities.

Federal Excise Tax Exempt.

State Sales Tax to be added.

Cash discount terms: NET 1% 30 DAYS

ATTACHED SHEETS: The attached sheets and enclosures are herewith made a part of this contract.

USAGE: Usage of materials will be interspersed and periodic during the contract year, and as such will not be subject to shipment of the total estimated requirements at any one time.

DELIVERIES: Deliveries are to be made to the using department or agency by common transportation carrier, by the Contractor's own equipment, or by other means so as to effect prompt delivery.

PHONE (559) 205-1100 **FAX** (559) 687-6939 **WEB** WWW.TULARECOUNTY.CA.GOV/GENERALSERVICES
ADDRESS 2637 W. BURREL AVE., SUITE 200, VISALIA, CA 93291

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Due care shall be exercised in packing, handling and shipping to assure arrival of the material at its final destination in excellent condition. Any damage, loss, breakage, deterioration or other reason causing material not to arrive, or to arrive in other than excellent condition, shall be the responsibil¬ity of the Contractor. Frequency of delivery will be determined by the needs of the using department or agency and will be interspersed throughout the contract year.

The supplier shall be expected to maintain a normal delivery time which is established as being THIRTY (30) CALENDAR DAYS after receipt of order. Deliveries are to be made to the points indicated, as required. Sufficient notice will be given to the Contractor to effect the required delivery.

QUANTITY & QUALITY OF MATERIALS OR SERVICE: The Contractor shall furnish and deliver the quantities designated by the Purchasing Agent. Packing slips which clearly identify the merchandise and the County of Tulare's Purchase Order number or agreement must accompany every delivery. All materials, supplies or services furnished under an agreement or Purchase Order resulting from this agreement shall be in accordance with the County's specifications. Materials or supplies, which in the opinion of the Purchasing Agent are not in accordance and conformity with such specifications, shall be rejected and promptly removed from the County's premises at the Contractor's expense. A resulting contract does not guarantee a specific amount of business.

INCLUSION IN THE CONTRACT: The County departments and governmental entities listed are those which will participate in the Contract. However, the right is reserved by the Purchasing Agent, at his discretion, to include any other County department and/or Governmental Entity in the Contract at the accepted prices.

RESPONSIBILITY FOR GOVERNMENTAL ENTITIES OTHER THAN THE COUNTY: Those Governmental Entities other than the County and its departments who are listed in the Request-For-Bids or who are subsequently included have signified their intention to participate in the Tulare County Contract. Participation will not impose any responsibility for payment of claims on the Tulare County Board of Supervisors or the County Purchasing Agent. Each such Governmental Entity will be billed separately, and payments will be made by warrants drawn on the appropriate funds for the Governmental Entity.

CONTRACT EXCLUSIVE: The provisions of the contract shall in no way prohibit the County from making incidental purchases from another suppliers for the same commodities as herein listed.

MERCHANDISE RETURNABLE FOR FULL CREDIT: Contractor agrees to give full credit for any merchandise sold by him on contract, if returned in good condition by the County.

GUARANTEE AGAINST DEFECTS: All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

PURCHASE ORDERS: Purchase Orders will be issued throughout the contract year to the Contractor for the requirements as needed for the department or agency.

INVOICING: All invoices are to be mailed in duplicate to the various locations designated on the "Invoice Address" on each purchase order. Reference shall be made to the purchase order number. Invoice shall be paid once a month on all deliveries made during the month.

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RIGHT TO AUDIT: The County of Tulare reserves the right to verify, by examination of Contractor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

CASH DISCOUNT: In connection with any cash discount specified on this contract, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check. (It is generally the County's policy to take any and all discounts regardless of date of delivery or invoice.)

DEFAULT BY CONTRACTOR: In case of default by the Contractor, the County of Tulare may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in the contract or Purchase Order and actual cost thereof to the County of Tulare. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

CONTRACTOR ASSISTANCE: Contractor shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

LIABILITIES: The Contractor shall hold the County of Tulare, its officers, agents, and employees harmless from liability of any nature or kind because of the use of any copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at Contractor's own expense, any and all actions brought against the County of Tulare or Contractor because of the unauthorized use of such articles.

INDEPENDENT CONTRACTOR STATUS: This Contract is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Contract as an independent contractor. Nothing in this Contract shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of COUNTY. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Contract that they are not employees, agents or officers of COUNTY. CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

a. Withhold FICA (Social Security) from CONTRACTOR'S payments.
b. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
c. Withhold state or federal income tax from payments to CONTRACTOR.
d. Make disability insurance contributions on behalf of CONTRACTOR.
e. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

Notwithstanding this independent contractor relationship, COUNTY, through the Purchasing Agent, shall have the right to designate the sites at which services are to be performed, and to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Contract.

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INDEMNIFICATION: CONTRACTOR shall hold harmless, defend and indemnify the COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to any property, including COUNTY property arising out of the acts or omissions of CONTRACTOR or its agents, officers and employees under this Contract. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Contract, the cost of any penalty or sanction imposed by any agency with regulatory authority over the activities carried out by CONTRACTOR, and any claims made against COUNTY alleging civil rights violations by CONTRACTOR under Government Code sections 12920 et Seq. (California Fair Employment and Housing Act). CONTRACTOR specifically agrees to hold harmless and indemnify COUNTY for any and all claims arising out of any injury, disability, or death of CONTRACTORS employees or agents. This indemnification obligation shall continue beyond the term of this Contract as to any acts or omissions occurring under this Contract or any extension of this Contract.

It is the policy of the County of Tulare Board of Supervisors that in connection with all work performed under a purchase order or agreement with Tulare County, there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, sex, or religious creed, and therefore, the Contractor agrees to comply with applicable Federal and California laws regarding employment practices. In addition, the Contractor agrees to require like compliance by all sub-contractors employed on the work by Contractor.

The foregoing obligations will continue beyond the term of the contract as to any act or omission that occurred during the term of the contract or any extension to the contract.

RENEWAL: The Contract may be renewed, by mutual written consent, for an additional TWO (2) ONE (1) year terms provided the prices, terms, and conditions remain the same.

NON-FUNDING CLAUSE: Funds provided for commodities or service under the terms of this contract are contingent on availability of public funds. Should sufficient funds not be allocated during those terms, this contract may be modified or terminated at any time by the County upon thirty (30) day notice. Notice shall be fully given in writing or through service in person or by first class mail.

TERMINATION OF CONTRACT: The County of Tulare may by giving ten (10) days written notice to the Contractor, terminate the contract prior to its expiration for due cause. Due cause for termination of contract shall be, but not limited to, failure to deliver in quantities required within a reasonable time period, failure of the product to meet specifications, and/or for reasons of unsatisfactory service.

The County may, upon giving thirty (30) days written notice to the Contractor, terminate the contract, with or without cause.

GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County California.

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HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

COMPLIANCE WITH LAW: CONTRACTOR shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

CONFLICT OF INTEREST:

(a) CONTRACTOR agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

(b) CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interests laws, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of this question.

FORM DE-542: CONTRACTOR acknowledges that this Agreement is subject to filing obligations pursuant to Unemployment Insurance Code Section 1088.8. Accordingly, COUNTY has an obligation to file a report with the Employment Development Department, which report will include the CONTRACTOR's full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. CONTRACTOR agrees to cooperate with COUNTY to make such information available and to complete Form DE- 542. Failure to provide the required information may, at COUNTY's option, prevent approval of this Agreement, or be grounds for termination by COUNTY.

CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

CONSTRUCTION: This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

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ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of COUNTY.

WAIVERS: The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between CONTRACTOR and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

EXHIBITS AND RECITALS: The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

NO THIRD-PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

OTHER PROVISIONS:

ACCEPTED:

COUNTY OF TULARE

Date 6/27/2023

By DocuSigned by: Cher Castellini 1F1809FA5751482...

Purchasing Agent

ACCEPTED:

JAXON ENTERPRISES DBA DEER CREEK ASPHALT

Date 6/26/2023

By DocuSigned by: Jack Baker 30BBAC416143451...

Title CEO & CFO

Date

By

Title

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

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CONTRACT NO.: 1905

VENDOR NO.:	1241600	**BID/PROPOSAL NO.:** 24-006
VENDOR NAME:	JAXON ENTERPRISES DBA DEER CREEK ASPHALT	**PHONE:** (530) 241-2112 **FAX:** (530) 243-0787
STREET ADDRESS:	1643 TAHOE COURT	**VENDOR CONTACT NAME:** DON THOMASON
CITY STATE ZIP CODE:	REDDING, CA 96003	**E-MAIL:** dthomason@jaxonaggregates.com
ORDER FROM:	JAXON ENTERPRISES DBA DEER CREEK ASPHALT	
STREET ADDRESS:	1643 TAHOE COURT	
CITY STATE ZIP CODE:	REDDING, CA 96003	
REMIT TO:	JAXON ENTERPRISES	
STREET ADDRESS:	PO BOX 994248	
CITY STATE ZIP CODE:	REDDING, CA 96099-4248	

SUBJECT:	1/2" HOT ASPHALT CONCRETE – NORTH/SOUTH COUNTY
COMMODITY CODE:	74514
CONTRACT PERIOD:	JULY 1, 2023 THROUGH **JUNE 30, 2024**
PAYMENT TERMS:	NET 1% 30 DAYS
SALES TAX:	IN ADDITION TO PRICES SHOWN WHEN APPLICABLE
DELIVERY:	F.O.B. PLANT LOCATION
MINIMUM ORDER:	NONE
MERCHANDISE RETURNS:	FULL CREDIT TO THE COUNTY FOR ANY MERCHANDISE RETURNED IN UNOPENED CONDITION.
PRICES:	SEE **EXHIBIT B** – COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTIONS APPLY TO THIS CONTRACT. FIRM FOR THE CONTRACT PERIOD

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CONTRACT NO.: 1905

SUPPLIER PART NUMBER	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE
001	1/2" HOT ASPHALT CONCRETE – NORTH/SOUTH COUNTY	TON	$60.00

SPECIFICATIONS

DELIVERIES: Deliveries are to be made at the vendor's plant and/or storage location as required. Approximately two hundred (200) tons to two thousand (2,000) tons per day. County representative will give 48 hours notice of delivery date.

GUARANTEE OF DELIVERY: A continued, uninterrupted and guaranteed availability of Hot Asphalt Concrete is important and necessary to the County for the economic completion of its road work projects.

PRICES: Prices shall be F.O.B. Plant Location and shall exclude Federal Excise Taxes, for which the County is exempt. California State Sales Tax will be allowed on the net bid price. The price per ton shall include all fees for the duration of the contract. Example, environmental fees, etc.

NOTE: For the purpose of this Request for Bid, TON is determined to be 2,000 pounds avoirdupois.

1/2" HOT ASPHALT CONCRETE: **$ 60.00** PER TON

Asphalt Concrete shall be Type B, ½" maximum and shall conform to the provisions in Section 39, "Asphalt Concrete", of the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans or as requested by County representative. Oil shall be: Asphalt Binder Oil PG 64-10.

6,000 Tons total estimated quantity for North County/South County through June 30, 2024.

Applicable sales tax will be added in addition to the price indicated above.

The amount of asphalt binder to be mixed with the aggregate for Type B asphalt concrete will be determined by the engineer.

PLANT LOCATION/SHIPPING POINT: 27671 Avenue 120, Porterville, CA 93257
SMARA MINE ID 91-54-0021

PARTICIPATING DEPARTMENTS:

RMA Road Yard #1, Porterville
RMA Road Yard #2/3 Visalia
RMA Road Yard #4, Dinuba
RMA Road Yard #5, Terra Bella

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REQUEST FOR BID

THIS IS NOT AN ORDER

COUNTY OF TULARE
Office of
PURCHASING AGENT
2637 W. Burrel Ave., Suite 200
Visalia, CA 93291-4593

Date: May 24, 2023

Req: 242303924

REFER TO BID NO.
24-006

By: Cher Castellini
Phone: 559 -205-1100

Bids will be received by the Tulare County Purchasing Agent, 2637 W. Burrel Ave. Suite 200, Visalia, CA 93291-4593 until **2:00 P.M. on JUNE 14, 2023** . Delivery F.O.B. PLANT LOCATION

NOTICE: Bid on each item separately unless instructions read otherwise. Attach complete specifications for any substitutions offered or when clarification is desirable or necessary. The right is reserved to reject any or all bids.

Indicate BID NUMBER and BID CLOSING DATE on outside of envelope for paper bid submissions.
BID NO. 24-006 CLOSING DATE: June 14, 2023

⅜"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

The Tulare County Purchasing Agent invites bids to be submitted for the purchase of ⅜"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT as required. Such contract will be for a one (1) year period effective beginning **JULY 1, 2023**, and ending **JUNE 30, 2024.**

BIDDERS QUESTIONS: Bidders may submit any question they have pertaining to this Request for Bid to www.bidnetdirect.com or TCBids@tularecounty.ca.gov. Any and all questions must be submitted **via www.bidnetdirect.com or email** TCBids@tularecounty.ca.gov **by 5:00 p.m. MAY 31, 2023**, in order to be considered. Questions and answers will be distributed to all bidders only if necessary to clarify substantive items raised. No changes and/or additions will be made to this Request for Bid within forty (40) working hours of its closing date.

DEFAULT BY SUCCESSFUL BIDDER: In case of default by successful bidder by non-delivery of article(s) and or service(s) on or before the delivery date. The County may procure the article(s) and or service(s) from another source and may recover costs from successful bidder. The successful bidder may be charged, cost of transportation, the difference in cost of article(s) and or service(s) based on Contract information. The County reserves the right to be compensated deducting monies owed to successful bidder from the Contract information and or invoicing the successful bidder upon notification of the default.

INTENT: The County is in need of Cold Mix and Hot Mix Asphalt Concrete Material for its road projects. Due to increasing fuel costs, it is more economical for the County to award two (2) contracts. One for the South end and one for the North end of the County. For the purpose of this bid, Avenue 232 will be used as the dividing line.

ATTACHED SHEETS: The attached sheets indicate the condition of the bid and contract, specifications, using departments and agencies, and estimated quantities of the products to be used for one (1) year. Quantities estimated will be used for basis of award and are based on past year's usage.

THE FOLLOWING SIGNATURE PAGE MUST BE COMPLETED
AND SIGNED BY THE VENDOR AND SUBMITTED WITH THE VENDOR'S BID.

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RETURN BID WITH THIS FORM.

Signature Page

VENDOR TO COMPLETE THIS PAGE

PARTICIPATION

The County is currently a member of the Central Valley Purchasing Group which consists of Fresno, Kern, Kings and Tulare Counties, and the Political Subdivision, Municipalities and Tax Supported Agencies within these County boundaries. Whenever possible, these entities wish to co-op (piggy-back) on existing bids. Please state if your bid will or will not be extended to these entities under the same terms and conditions as stated in this bid.

Select YES or NO.

YES	X	NO	

DOES COMPANY MEET THE REQUIREMENTS OF A "LOCAL VENDOR" (Refer to Section 31)

Select YES or NO.

YES	X	NO	

Undersigned agrees to furnish the commodities and/or services as stipulated in this REQUEST FOR BID at the prices/fees, terms, and conditions stated.

Company: Jaxon Enterprises dba Deer Creek Asphalt

Address: 27671 Ave 120 County: Tulare

City: Porterville State: CA Zip: 93257 Phone No: 559-793-0903

Signed By: Patty Baker PATTY BAKER

Title: Sales Rep. Date: June 14, 2023

Email Address: pbaker@jaxonaggregates.com

Note: This signature page must be turned in with your Bid

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REQUEST FOR BID
GENERAL CONDITIONS

1. PREPARATION OF BIDS

A. All information requested of the bidder shall be entered in the appropriate space(s) on the form. Failure to do so may disqualify your offer.

B. Any Attachments and/or Exhibits are herewith made a part of this Request for Bid.

C. All information shall be typewritten or clearly printed. Mistakes may be crossed out and corrections inserted before submission of your Bid. Corrections must be initialed in ink by the person signing the Bid. Bids may be completed manually and scanned for submission.

D. Bids will not be accepted unless signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the bidder.

E. To be considered, bids must be submitted and received by the Purchasing Division on or before the Deadline for Submitting Bids.

F. Bids will be accepted via hard copy delivery at Tulare County Purchasing, 2637 W. Burrel Ave., Suite 200, Visalia, CA 93291 or via electronic submission on www.bidnetdirect.com. If bids are received after the deadline, vendors will be notified via electronic mail of the late submission. Timestamp will be used to determine timeliness of submission. The County is not responsible for late submissions due to delays in electronic delivery.

G. All bid prices shall be F.O.B. County of Tulare.

H. Bid prices shall remain open and valid subject to acceptance for sixty (60) days after bid closing date.

I. Prices bid SHALL remain firm for a minimum of 120 days after award to cover subsequent purchase requirements.

J. Prices bid by bidder are considered accurate and cannot be withdrawn after the bid is closed.

K. Upon submission of bid documents, all such documents shall become the property of the County.

L. Time of delivery shall be stated as the number of calendar days following receipt of the order by the bidder, to the receipt of the goods or services by the County. Time of delivery may be a consideration in the award.

M. Prices will be considered as net if no cash discount is shown.

N. Provide any other information not specifically requested which may be considered by the Purchasing Agent. (Purchasing Agent is not obligated to consider any information not specifically requested in this bid request.)

O. Tulare County generally solicits bids from a wide variety of bidders which may include retailers, wholesalers, suppliers, distributors, etc.

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BRAND NAMES/QUALITY

A. Brand names and numbers, when used, are for reference to indicate the character or quality desired.

B. Equal items will be considered, provided your offer clearly describes the article. Offers for equal items shall state the brand and number (or level of quality if item cannot be identified by brand and number)

C. Equal items will not be considered if identical supply has been determined a necessity and the notation NO SUBSTITUTE has been entered.

D. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.

E. The Purchasing Agent shall in all instances be the final judge in determining whether the items bid are acceptable to the County, and whether the items bid are equal in quality and utility to the specified articles.

3. SAMPLES

A. Samples of articles, when required, shall be furnished free of cost of any sort to the County of Tulare.

B. Samples of articles selected may be retained for future comparison.

C. Samples which are not destroyed or consumed by testing, or which are not retained for future comparison will be returned upon request at bidder's expense.

4. TAXES

A. Tulare County is exempt from payment of Federal Excise Tax. No Federal Tax should be included in the price. Exemption Certificates will be furnished when applicable.

B. Unless otherwise definitely specified, the unit price stated herein does not include California State Sales Tax. Lump sum bids for labor and materials shall include all applicable tax.

5. CASH DISCOUNTS

In connection with any cash discount specified on this bid, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from the date correct invoices are received if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.

6. USAGE

Usage of materials will be interspersed and periodic during the contract year, and as such will not be subject to shipment of the total estimated requirements at any one time.

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7. QUANTITIES

The estimated usage for each item is based on the experience of the past twelve (12) month period or are estimated requirements for one (1) year. It is not expressly implied, nor guaranteed, that the quantities shown will be used in the next contract period, and as such, the right is reserved to order decreased or increased amounts from those listed, as may be required. However, it is to be understood that these figures are quite realistic and will be considered in making an award. Actual usage whether lesser or greater than estimated shall not affect the prices as bid and accepted by the County.

8. INCLUSION IN THE CONTRACT

The County departments and governmental entities listed are those which will participate in the contract. However, the right is reserved by the Purchasing Agent, at his/her discretion, to include any other County department and/or governmental entity in the contract at the accepted prices.

9. LITERATURE.

Bidders shall submit literature which fully describes items on which they are bidding, no later that the closing date of this bid. Any and all literature submitted must be stamped with bidder's name and address.

10. GUARANTEE AGAINST DEFECTS

All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

11. PRICES F.O.B.

Quotations are to be F.O.B. PLANT LOCATION.

12. MINIMUM ORDER

Bidder's offer must indicate minimum order quantities and charges for less than minimum order quantity. If not stated, it will be assumed there are none.

13. AWARD

The County of Tulare reserves the right: (1) to award bids received on the basis of individual items or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; (4) to make partial awards or award to more than one vendor (if vendor bid prices are based only on an "all or none" award, vendor just so specify within the bid); and (5) to accept the bid that is in the best interest of the County of Tulare. The Purchasing Agent's decision shall be final.

A combination of the following factors will be considered in awarding this bid.

A. Prices
B. Bidder's previous records of performance and service
C. Ability of bidder to render satisfactory goods or services in this instance
D. Quality and conformance to specifications

The County shall be the sole judge in making this determination.

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14. RENEWAL

The contract or purchase order resulting from this bid may be renewed, by mutual consent, for an additional two (2) one (1) year terms provided the prices, terms, and conditions remain the same.

15. QUANTITY & QUALITY OF MATERIALS OR SERVICES

The successful bidder shall furnish and deliver the quantities designated by the Purchasing Agent. Packing slips which clearly identify the merchandise and a listing of the County of Tulare's Purchase Order number must accompany every delivery. All materials, supplies or services furnished under contract or Purchase Order shall be in accordance with the county specifications. Materials or supplies which, in the opinion of the Purchasing Agent are not in accordance and conformity with such specifications shall be rejected and promptly removed from the County premises at the bidder's or contractor's expense.

16. INDEPENDENT CONTRACTOR STATUS

This contract is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Contract as an independent contractor. Nothing in this Contract shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of COUNTY. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Contract that they are not employees, agents or officers of COUNTY. CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

a. Withhold FICA (Social Security) from CONTRACTOR'S payments.
b. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
c. Withhold state or federal income tax from payments to CONTRACTOR.
d. Make disability insurance contributions on behalf of CONTRACTOR.
e. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

Notwithstanding this independent contractor relationship, COUNTY, through the Purchasing Agent, shall have the right to designate the sites at which services are to be performed, and to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Contract.

17. RIGHT TO AUDIT

The County of Tulare reserves the right to verify, by examination of the successful bidder's records, all invoiced amounts when firm prices are not set forth in the Agreement or purchase order resulting from this bid.

18. LIABILITIES

A. The successful bidder shall hold the County of Tulare, its officers, agents, and employees harmless from liability of any nature or kind because of the use of any copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under the agreement or purchase order resulting from this bid, and agrees to defend, at successful bidder's own expense, any and all actions brought against the County of Tulare or successful bidder because of the unauthorized use of such articles.

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B. INDEMNIFICATION: Bidder shall hold harmless, defend and indemnify the COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kinds, including death or injury to any person and/or damage to any property, including County property arising out of the acts or omissions of Contractor or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against County by any taxing authority asserting that an employer-employee relationship exists by reason of this Contract, the cost of any penalty or sanction imposed by any agency with regulatory authority over the activities carried out by Contractor, and any claims made against County alleging civil rights violations by Contractor under Government Code sections 12920 et Seq. (California Fair Employment and Housing Act). Contractor specifically agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of Contractors' employees or agents. This indemnification obligation shall continue beyond the term of this Contract as to any acts or omissions occurring under this Contract for any extension of this Contract.

C. The foregoing obligations will continue beyond the term of the contract or purchase order resulting from this bid as to any act or omission that occurred during its term or any extension thereof.

19. DEFAULT BY SUCCESSFUL BIDDER

A. In case of default by successful bidder by non-delivery of article(s) and or service(s) on or before the delivery date. The County may procure the article(s) and or service(s) from another source and may recover costs from successful bidder. The successful bidder may be charged, cost of transportation, the difference in cost of article(s) and or service(s) based on Contract information. The County reserves the right to be compensated deducting monies owed to successful bidder from the Contract information and or invoicing the successful bidder upon notification of the default.

B. Inspection on deliveries which do not meet specifications, will be at the expense of successful bidder.

20. PRICES

During the period of deliveries under an agreement or purchase order resulting from this bid, should there be a decrease in prices on the balance of the deliveries, such decreases shall be made available to the County for as long as the lower prices are in effect, but at no time shall the prices charged the County exceed the prices herein quoted.

21. DELIVERIES/PICKUP

County personnel or their representative will pick up material from the plant location as indicated by the successful bidder. Frequency of pick ups will be determined by the needs of the using department or agency and will be interspersed throughout the contract year. The successful bidder shall be expected to maintain a normal delivery time which is established as being within forty-eight (48) hours after receipt of order.

The successful bidder shall be expected to load materials into County's trucks in a professional and responsible manner, with care not to cause contamination of materials.

22. CONTRACT EXCLUSIVE

The provisions of the agreement or purchase order resulting from this bid shall in no way prohibit the County from making any incidental purchases from another supplier for the same commodities as herein listed

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23. TERMINATION OF PURCHASE ORDERS OF AGREEMENTS

A. Purchase orders or contracts which extend into a subsequent fiscal year will automatically cancel if the Tulare County Board of Supervisors does not appropriate funds for the goods and/or services under the purchase order or contract.

B. The County of Tulare may by giving ten (10) days written notice to the successful bidder, terminate the contract or purchase order resulting from this bid prior to its expiration for due cause. Due cause for termination shall be, but not limited to, failure to deliver in quantities required within a reasonable time period, failure of the product to meet specifications, and/or for reasons of unsatisfactory service.

C. The County may, upon giving thirty (30) days prior written notice to the vendor, terminate the contract or purchase order, with or without cause.

24. MERCHANDISE RETURNABLE FOR FULL CREDIT

Successful bidder agrees to give full credit to the County for any merchandise returned in good condition.

25. INVOICING

All invoices are to be mailed in duplicate to the various locations designated on the "Invoice Address" on each purchase order or contract. Reference shall be made to the purchase order or contract number. Invoice shall be paid once a month on all deliveries made during the month in accordance with the County's normal payment cycle.

26. VENDOR ASSISTANCE

Successful bidder shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

27. RENEWAL

The contract or purchase order resulting from this bid may be renewed, by mutual consent, for an additional three (3) one (1) year terms provided the prices, terms, and conditions remain the same.

28. NON-FUNDING CLAUSE

Funds provided for commodities or services under the terms of this bid are contingent on availability of public funds. Should sufficient funds not be allocated during those terms, amounts due may be modified or terminated at any time by the County upon thirty (30) day notice. Notice shall be fully given in writing or through service in person or by first class mail.

29. PARTICIPATION

The County is currently a member of the Central Valley Purchasing Group which consists of Fresno, Kern, Kings, and Tulare Counties, and the Political Subdivision, Municipalities and Tax Supported Agencies within these County boundaries. Whenever possible, these entities wish to co-op (piggy-back) on existing bids or proposals. Please state if your bid or proposal will, or will not be extended to these entities under the same terms and conditions as stated in this bid or proposal.

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30. RESPONSIBILITY FOR GOVERNMENT ENTITIES OTHER THAN COUNTY

Those governmental entities other than the County who are listed (or who have sub sequentially been included) have signified their intention to participate in the Tulare County agreement or purchase order resulting from this bid. Participation will not impose any responsibility for payment of claims or any responsibility whatsoever on the Tulare County Board of Supervisors or the County Purchasing Agent. Each such governmental entity will be billed separately, and payments will be made by warrants drawn on the appropriate funds for the governmental entity.

31. LOCAL PREFERENCE (Section 1-03-1301 of the Tulare County Ordinance Code):

A. Whenever the County purchases supplies, materials, equipment or services for the County through the use of competitive bids, the County in evaluating the price for such supplies, materials and/or equipment shall determine if the lowest responsible bidder is a local vendor as defined in this section; and, if so, the contract shall be awarded to such vendor. If low bidder is not a local vendor, any local vendor who submitted a bid which was within five percent (5%) of the low bid announced by the County shall have the option of submitting a new bid within forty-eight (48) hours (not including weekends and holidays) of the time indicated in the bid documents for the opening bid. Such new bid must be in an amount less than or equal to the low bid announced by the County. County shall award the contract to the local vendor submitting the lowest responsible bid within said 48 hours period. If no new bids received within said 48 hour period, the contract shall be awarded to the original low bidder as announced by the County.

B. "Local vendor" shall mean any business which:

(1) has had a fixed office or distribution point located in and having a street address within the County of Tulare for at least six (6) months immediately prior to the issuance of the request for bids by the County; and

(2) holds any required business license by the County or any city within the County; and,

(3) employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within the County, or if the business has no employees, shall be at least fifty percent (50%) owned by one or more persons whose primary residence is located within Tulare County.

C. Any vendor claiming to be a local vendor as defined above shall so certify to the Purchasing Agent by indicating "yes or no" below and signature on bid document. The County Purchasing Agent shall have sole discretion to determine if a vendor meets the definition of a "local vendor".

D. Any person or business falsely claiming to be a local vendor shall be ineligible to transact any business with the County for a period of not less than three (3) months or not more than twenty-four (24) months as determined in the sole discretion of the Purchasing Agent. The County shall also have the right to terminate all or any part of any contract entered into with such person or business.

E. Prior to the County declaring any person or business not a "local vendor" or ineligible to transact business with the County, such person or business shall be entitled to a public hearing before the Board of Supervisors and to a five (5) day notice of the time and place thereof.

F. This preference shall not apply to transactions required by state or federal statutes or regulations to be awarded to the "lowest responsible bidder", or otherwise exempted from local preferences.

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32. DEBARMENT: Contractor guarantees that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal state funded health care program, or from receiving Federal fund as listed in the List of Parties Administration. Contractor must within 30 calendar days advise the County if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the County harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

See **Exhibit A**, attached with instructions and signature page that must be signed and submitted with this Bid.

33. ON-LINE ORDERING

In keeping with the advance in technology, the County of Tulare is implementing on-line ordering as opportunity allows. Can you provide online inter-net ordering?

_____ YES _X_ NO

Can you provide your commodity catalog either from your website or by Excel spreadsheet?

_____ YES _X_ NO

34. INFORMATION

Information regarding the results of any bid may be obtained at the Tulare County Purchasing Department, 2637 W. Burrel Ave., Suite 200, Visalia, CA 93291 for a period of ninety (90) days from the opening date of the bid. Bid tabulations will be made available for review three (3) days after bid opening date and can be obtained from the Purchasing Department clerical staff.

35. SPECIAL CONDITIONS

Special Conditions attached hereto supersede the General Conditions to the extent of any inconsistency between them.

36. HEADINGS

Headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

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37. OTHER PROVISIONS

A. PRICES shall be firm for the contract period ending **JUNE 30, 2024**, unless otherwise stated by the bidder hereon:

B. MINIMUM ORDER quantities and charges for less than minimum order quantity shall be assumed as "NONE" unless otherwise stated by the bidder hereon:

C. STATE PURCHASE ORDER mailing address, e-mail, and telephone number for ordering purposes:

Jaxon Enterprises, PoBox 994248, Redding, CA 96099-4248
pbaker@jaxonaggregates.com, 661-372-2228

D. STATE REMITTANCE mailing address and telephone number for payment purposes:

Jaxon Enterprises, PoBox 994248, Redding, CA 96099-4248
530-241-2112

E. **DEFAULT BY SUCCESSFUL BIDDER:** In case of default by successful bidder by non-delivery of article(s) and or service(s) on or before the delivery date. The County may procure the article(s) and or service(s) from another source and may recover costs from successful bidder. The successful bidder may be charged, cost of transportation, the difference in cost of article(s) and or service(s) based on Contract information. The County reserves the right to be compensated deducting monies owed to successful bidder from the Contract information and or invoicing the successful bidder upon notification of the default.

E. COMPENSATION ADJUSTMENTS for price index fluctuations for liquid asphalt, as set forth in the attached **Exhibit B**, apply.

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38. INSURANCE:

Prior to approval of a Contract by COUNTY, CONTRACTOR shall file with the Purchasing Division of Tulare County evidence of required insurance for installation as set forth in **EXHIBIT C**, attached. Insurance policies shall not be used to limit CONTRACTOR'S liability or to limit the indemnification provisions and requirements of this contract or act in any way to reduce the policy coverage and limits available from the insurer(s). The insurance coverage shall be issued at the expense of and maintained by CONTRACTOR during the entire term of the Contract. CONTRACTOR shall provide renewal policy documents throughout the life of the contract.

39. CAMPAIGN CONTRIBUTION DISCLOSURE

All bidders (potential contractors) must complete and submit with their bid, the Campaign Contribution Disclosure Form. **Exhibit D** attached with instructions, information, and a disclosure form must be signed and returned. For additional information, please refer to: Government Code section 84308

https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV&sectionNum=84308

FPPC Regulations 18438.1 through 18438.8

https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I76245C705A0A11EC8227000D3A7C4BC3&originationContext=documenttoc&transitionType=Default&contextD%20ata=%28sc.Default%29&contextData=%28sc.Default%29

40. NOTIFICATION REGARDING CONTRACTOR AND GRANTEE COMPLIANCE WITH ECONOMIC SANCTIONS IMPOSED IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE

The attached **Exhibit E** sets out information regarding the obligations of County Contractors to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

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SPECIAL CONDITIONS:

SPECIFICATIONS

Plant Run Cold Mix – ⅜" and ½" mix as per CalTrans Specs. Section #39 or as requested by County representative. SC-800 or SC-3000 grade oil as per CalTrans Spec. #93 in conformance with the latest editions and amendments of the Standard Specifications of the State of Californa, Department of Transportation, Division of CalTrans for such Plant Run Cold Mix or as requested by County representative.

DELIVERIES: Deliveries are to be made at the vendor's plant and/or storage location as required. Approximately two hundred (200) tons to two thousand (2,000) tons per day. County representative will give 48 hours notice of delivery date.

GUARANTEE OF DELIVERY: A continued, uninterrupted and guaranteed availability of Cold Mix Material is important and necessary to the County for the economic completion of its road work projects.

PRICES: Prices shall be F.O.B. Plant Location and shall exclude Federal Excise Taxes, for which the County is exempt. California State Sales Tax will be allowed on the net bid price. The price per ton shall include all fees for the duration of the contract. Example, environmental fees, etc.

NOTE: For the purpose of this Request for Bid, TON is determined to be 2,000 pounds avoirdupois.

BID PRICE:

⅜" PLANT RUN COLD MIX WITH OIL

4,000 Tons total estimated quantity through June 30, 2024.

Applicable Sales Tax in addition to the price indicated.

2,000 Tons SOUTH COUNTY $ 54.75 PER TON (includes all fees)

2,000 Tons NORTH COUNTY $ 54.75 PER TON (includes all fees)

½" PLANT RUN COLD MIX WITH OIL

14,000 Tons total estimated quantity through June 30, 2024.

Applicable Sales Tax in addition to the price indicated.

7,000 Tons SOUTH COUNTY $ 54.00 PER TON (includes all fees)

7,000 Tons NORTH COUNTY $ 54.00 PER TON (includes all fees)

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BID PRICE - Continued:

The amount of liquid asphalt added to produce Plant Run Cold Mix shall be determined by the Engineer. okay

INDICATE PLANT LOCATION/SHIPPING POINT: 27671 Ave 120, Porterville, CA 93257

Compensation adjustment for price index fluctuations applies to this contract per **Exhibit B**, attached.

½" HOT ASPHALT CONCRETE

Asphalt Concrete shall be Type B, ½" maximum and shall conform to the provisions in Section 39, "Asphalt Concrete", of the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans or as requested by County representative. Oil shall be: Asphalt Binder Oil PG 64-10.

6,000 Tons total estimated quantity through June 30, 2024.

Applicable Sales Tax in addition to the price indicated.

3,000 Tons SOUTH COUNTY $ 60.00 PER TON (includes all fees)

3,000 Tons NORTH COUNTY $ 60.00 PER TON (includes all fees)

The amount of asphalt binder to be mixed with the aggregate for Type B asphalt concrete will be determined by the Engineer okay

INDICATE PLANT LOCATION/SHIPPING POINT: 27671 Ave 120, Porterville, CA 93257

Compensation adjustment for price index fluctuations applies to this contract per **Exhibit B**, attached.

PARTICIPATING DEPARTMENTS:

RMA Road Yard #1, Porterville
RMA Road Yard #2/3, Visalia
RMA Road Yard #4, Dinuba
RMA Road Yard #5, Terra Bella

Note: Page 13-14 must be completed and submitted.

ATTACHMENTS:

**EXHIBIT A, DEBARMENT - MUST BE RETURNED SIGNED WITH THIS BID FORM.

**EXHIBIT D, CAMPAIGN CONTRIBUTION DISCLOSURE FORM – MUST BE COMPLETED AND RETURNED WITH THIS BID

**NOTE: FAILURE TO SUBMIT THE ABOVE-REFERENCED ITEMS AND BID FORM SHALL CAUSE BIDDER TO BE NON-RESPONSIVE.

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EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this bid, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this bid is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, bid, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this bid is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CERTIFICATION

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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(c) Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Patty Baker
Signature

June 14, 2023
Date

PATTY BAKER / Sales rep
Printed Name & Title

Jaxon Enterprises
Name of Agency or Company

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EXHIBIT B

5-I. PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS
GENERAL

Summary

This section applies to asphalt contained in materials for pavement structural sections and pavement surface treatments such as hot mix asphalt (HMA), plant run cold mix(PRCM), tack coat, asphaltic emulsions, bituminous seals, asphalt binders, and modified asphalt binders placed in the work.

The Engineer adjusts payment if the California Statewide Crude Oil Price Index for the month the material is placed is more than 5 percent higher or lower than the price index at the time of contract.

The California Statewide Crude Oil Price Index is determined each month on or about the last business day of the month by the Department using the average of the posted prices in effect for the previous month as posted by Chevron, ExxonMobil, and ConocoPhillips for the Buena Vista, Huntington Beach, and Midway Sunset fields.

If a company discontinues posting its prices for a field, Cal trans determines the index from the remaining posted prices. Caltrans may include additional fields to determine the index.
For the California Statewide Crude Oil Price Index, go to:

http://www.dot.ca.gov/hq/construc/crudeoilindex/

If the adjustment is a decrease in payment, the County deducts the amount from the monthly progress payment.

ASPHALT QUANTITIES

General

Interpret the term "ton" as "tonne" for projects using metric units.

Hot Mix Asphalt/Plant Run Cold Mix

The Engineer calculates the quantity of asphalt in HMA or PRCM using the following formula:

$$Qh = HMATT \times [Xa/(100 + Xa)]$$

where:

Qh = quantity in tons of asphalt used in HMA or PRCM
HMATT= HMA or PRCM total tons placed
Xa= theoretical asphalt content from job mix formula expressed as percentage of the weight of dry aggregate

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Hot Mix Asphalt Containing Reclaimed Asphalt Pavement (RAP)

The Engineer calculates the quantity of asphalt in HMA containing RAP using the following formulas:

Qrap = HMATT x [Xaa / (100 + Xaa)]

where:

Xaa=Xta-[(100-Xnew) x (Xra/100)]

and

Qrap = quantity in tons of asphalt used in HMA containing RAP
HMATT = HMA total tons placed
Xaa = asphalt content of HMA adjusted to account for the asphalt content in RAP expressed as percentage of the weight of dry aggregate
Xta = total asphalt content of HMA expressed as percentage of the weight of dry aggregate
Xnew= theoretical percentage of new aggregate in the HMA containing RAP determined from RAP percentage in the job mix formula
Xra = asphalt content of RAP expressed as percentage

Asphaltic Emulsion

The Engineer calculates the quantity of asphalt in asphaltic emulsions, including fog seals and tack coat, using the following formula:

Qe =AETT x (Xe / 100)

where:

Qe = quantity in tons of asphalt used in asphaltic emulsions
AETT = undiluted asphaltic emulsions total tons placed
Xe = minimum percent residue specified in Section 94, "Asphaltic Emulsions." of the Standard Specifications based on the type of emulsion used

Other Materials

For other materials containing asphalt not covered above, the Engineer determines the quantity of asphalt (Qo).

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PAYMENT ADJUSTMENTS

The Engineer includes payment adjustments for price index fluctuations in progress pay estimates. If material containing asphalt is placed within 2 months during 1 estimate period, the Engineer calculates 2 separate adjustments. Each adjustment is calculated using the price index for the month in which the quantity of material containing asphalt subject to adjustment is placed in the work. The sum of the 2 adjustments is used for increasing or decreasing payment in the progress pay estimate.

The Engineer calculates each payment adjustment as follows:

PA = Qt x A

where:

PA =Payment adjustment in dollars for asphalt contained in materials placed in the work for a given month.

Qt = Sum of all quantities of asphalt-contained materials in pavement structural sections and pavement surface treatments placed (Qh + Qrh + Qmh + Qrap + Qtc + Qe + Qss + Qmab + Qo).

A =Adjustment in dollars per ton of asphalt used to produce materials placed in the work rounded to the nearest $0.01.

For US Customary projects, use:

A = [(Iu /Ib) - 1 .05] x Ib *x* [1 + (T / 100)] for an increase in the crude oil price index exceeding 5 percent

A = [(Iu /Ib) - 0.95] x Ib *x* [1 + (T / 100)] for a decrease in the crude oil price index exceeding 5 percent

For metric projects, use:

A = 1.1023 *x* [(Iu /Ib)- 1.05] *x* Ib x [1 + (T / 100)] for an increase in the crude oil price index exceeding 5 percent

A = 1.1023 *x* [(Iu /Ib)- 0.95] *x* Ib *x* [1 + (T / 100)] for a decrease in the crude oil price index exceeding 5 percent

Iu = California Statewide Crude Oil Price Index for the month in which the quantity of asphalt subject to adjustment was placed in the work.

Ib = California Statewide Crude Oil Price Index for the month in which the bid opening for the project occurred

T = Sales and use tax rate, expressed as a percent, currently in effect in the tax jurisdiction where the material is placed. If the tax rate information is not submitted timely, the statewide sales and use tax rate is used in the payment adjustment calculations until the tax rate information is submitted.

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EXHIBIT C

NON-PROFESSIONAL SERVICES

INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Commercial General Liability coverage of $1,000,000 on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (occurrence Form CG 00 01). If a general aggregate applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit must be no less than $2,000,000.

2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of no less than $1,000,000 per accident for bodily injury and property damage. If an annual aggregate applies it must be no less than $2,000,000.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

B. Specific Provisions of the Certificate

1. If any of the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.

2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:

   a. *The COUNTY OF TULARE, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operation.*

   b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*

   c. *Each insurance policy required by this agreement shall provide that coverage shall not be canceled, except with written notice to the COUNTY.*

   d. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of the CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

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3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds $100,000 will be reviewed by the COUNTY Risk Manager for approval.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(Mark X if applicable)

☐ Automobile Exemption: I certify that_____does not own nor use vehicles in the performance of the agreement for which this insurance requirement isattached.

☐ Workers' Compensation Exemption: I certify that_____is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name PATTY BAKER Date: 6/14/23

Contractor Name Jaxon Enterprises dba Deer Creek Asphalt

Signature Patty B

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EXHIBIT D

COUNTY OF TULARE
CAMPAIGN CONTRIBUTION DISCLOSURE INFORMATION

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use, including most contracts and franchises, pending before the Board of Supervisors ("Board") of the County of Tulare or any of its affiliated agencies.

IMPORTANT NOTICE

Government Code section 84308 (also known as the "Levine Act") contains requirements that are summarized generally as follows:

A. **If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than $250 to any member of the Board of Supervisors or other County official who may participate in your proceeding. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends 12 months after a final decision is rendered by the Board of Supervisors or other County officer. In addition, no Board member or other County official or alternate who may participate in your proceeding may solicit or accept a campaign contribution of more than $250 from you during this period.**

B. **These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.**

C. **You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than $250 to any Board member or other County officer who may participate in your proceeding during the 12-month period preceding the filing of the application or the initiation of the proceeding.**

D. **If you or your agent have in the aggregate contributed more than $250 to any individual Board member or other County officer who may participate in your proceeding during the 12 months preceding the decision on the application or proceeding, that Board member or other County officer must disqualify himself or herself from the decision. However, disqualification is not required if the Board member or other County official returns the campaign contribution within 30 days from the time the member or official knows, or should have known, about both the contribution and the fact that you are a Party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your application or proposal, or with the first written document you file or submit after the proceeding commences.**

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1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.

2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents" for purposes of these rules.

3. To determine whether a campaign contribution of more than $250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency relationship, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different Board of Supervisors members or other County officer who may participate in your proceeding are not aggregated with contributions to the first Board member but are aggregated as to each Board member or other County officer who may participate in your proceeding.

4. A list of the Board of Supervisors members and other County officials is attached.

This notice summarizes the major requirements of Government Code section 84308 of the Political Reform Act and California Code of Regulations, Title 2 sections 18438.1-18438.8.

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COUNTY OF TULARE
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Application or Solicitation Number: _____
Application or Solicitation Title: _____

Was a campaign contribution, regardless of the dollar amount, made to any member of the Tulare County Board of Supervisors or to any County Officer on or after January 1, 2023, by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes ____ **No** X

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____
Contributor or Contributor Firm's Name: _____
Contributor or Contributor Firm's Address: _____

Is the Contributor: ***(check applicable boxes)***

☐	**The Applicant**	**Yes**	☐	**No**	☐
☐	**Subcontractor**	**Yes**	☐	**No**	☐
☐	**The Applicant's agent/ or lobbyist**	**Yes**	☐	**No**	☐

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Board of Supervisors Member(s) and County Agency Officer(s) to whom you, your subcontractors, and/or agent/lobbyist made campaign contributions on or after January 1, 2023, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board of Supervisors Member or County Agency Officer: _____
Name of Contributor: _____
Date(s) of Contribution(s): _____
Amount(s): _____

(Please add an additional sheet(s) to identify additional Board Members or County Agency Officer to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Board Members or County Agency Officers by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

6/14/23
Date

Patty Baker
Signature of Applicant

Jaxon Aggregates dba Deer Creek Asphalt
Print Firm Name if applicable

PATTY BAKER
Print Name of Applicant

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ATTENTION ALL COUNTY OF TULARE

CONTRACTORS AND GRANTEES

Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of contracts or grants, as applicable.

As a reminder, agreements with the County of Tulare include portions which require compliance with all local, state, and federal laws and directives which includes Executive Orders such as the EO discussed here. The EO may not apply to or effect your agreement with the County. Please reach out to our department in order to seek clarification should you have any questions.

Please note that for any agreements or grants valued at $5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

DocuSign

Certificate Of Completion

Envelope Id: 830534C757344EC4B698F48C3B0F2073
Status: Completed
Subject: 1905 - 1/2” HOT ASPHALT CONCRETE – NORTH/ SOUTH COUNTY
Source Envelope:
Document Pages: 34
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Sandra Kinzel
2637 W. Burrel Ave.
Suite 200
Visalia, CA 93291
SGKinzel@tularecounty.ca.gov
IP Address: 38.127.225.87

Record Tracking

Status: Original
6/23/2023 10:30:47 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Sandra Kinzel
SGKinzel@tularecounty.ca.gov
Pool: StateLocal
Pool: Carahsoft OBO County of Tulare

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Jack Baker wjbaker@wjbinc.net Pres Security Level: Email, Account Authentication (None)	DocuSigned by: Jack Baker 30BBAC416143451...	Sent: 6/23/2023 10:31:55 AM Viewed: 6/26/2023 6:56:48 AM Signed: 6/26/2023 6:57:25 AM
	Signature Adoption: Pre-selected Style Using IP Address: 68.189.45.56	

Electronic Record and Signature Disclosure:
Accepted: 6/26/2023 6:56:48 AM
ID: 96a06945-de17-45f9-8434-26af5572da0b

Cher Castellini CCastellini@tularecounty.ca.gov Purchasing Manager Carahsoft OBO County of Tulare Security Level: Email, Account Authentication (None)	DocuSigned by: Cher Castellini 1F1809FA5751482...	Sent: 6/26/2023 6:57:26 AM Viewed: 6/27/2023 5:43:37 PM Signed: 6/27/2023 5:43:44 PM
	Signature Adoption: Pre-selected Style Using IP Address: 192.189.152.6	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/23/2023 10:31:55 AM
Certified Delivered	Security Checked	6/27/2023 5:43:37 PM
Signing Complete	Security Checked	6/27/2023 5:43:44 PM
Completed	Security Checked	6/27/2023 5:43:44 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO County of Tulare (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO County of Tulare:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: smcastellini@tularehhsa.org

To advise Carahsoft OBO County of Tulare of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at smcastellini@tularehhsa.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to smcastellini@tularehhsa.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to smcastellini@tularehhsa.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO County of Tulare as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO County of Tulare during the course of your relationship with Carahsoft OBO County of Tulare.

RESOLUTION NO. 35-93

A RESOLUTION OF THE CITY OF PORTERVILLE
AUTHORIZING PARTICIPATION IN COOPERATIVE
PURCHASING PROGRAMS WITH OTHER LOCAL AGENCIES
FOR THE PROCUREMENT OF MATERIALS, EQUIPMENT AND SERVICES

BE IT RESOLVED By the City Council of the City of Porterville that authorization be given to participate in cooperative purchasing programs with other agencies for materials, equipment and services.

BE IT FURTHER RESOLVED that authorization be given to the City Purchasing Agent to sign said contracts on behalf of the City.

/s/ Daryl C. Nicholson
Daryl C. Nicholson

ATTEST:

C.G. Huffaker, City Clerk

STATE OF CALIFORNIA)
)
COUNTY OF TULARE)

I, C.G. Huffaker, the duly appointed City Clerk of the City of Porterville, do hereby certify and declare that the foregoing is a full, true and correct copy of a resolution duly and regularly passed and adopted at a regular meeting of the Porterville City council regularly called and held on the 20th day of April 1993.

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

AYES: Clark, Gibbons, Leavitt, Gifford, Nicholson
NOES: None
ABSENT: None

C.G. HUFFAKER, City Clerk

By: Georgia Hawley

SUBJECT: Authorization to Roll Unpaid Utility Accounts to the 2023-2024 Property Tax Rolls

SOURCE: Finance

COMMENT: Municipal Code Chapter 25, Section 8 provides that unpaid water bills may be added to the tax statement for said real property and collected in the same manner as real property taxes. Municipal Code Chapter 13, Section 14 (Article D) and Chapter 25, Section 37 provide that any unpaid charges for sewer rental or solid waste services, together with interest and penalties constitute a lien on the real property involved.

Staff has prepared a draft Resolution for the City Council's consideration, which would authorize the Tulare County Auditor to place the unpaid utility accounts on the property tax rolls.

RECOMMENDATION: That the City Council adopt the draft Resolution authorizing the Tulare County Auditor to place unpaid utility accounts on the 2023-2024 property tax rolls for collection.

ATTACHMENTS:

1. Draft Resolution
2. Exhibit A - Unpaid Utilities
3. Municipal Code - Chapter 13, Section 14
4. Municipal Code - Chapter 25, Section 8
5. Municipal Code - Chapter 25, Section 37

Appropriated/Funded:

Review By:

Department Director:
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. ___-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ORDERING THE PLACEMENT OF SPECIAL ASSESSMENT LIENS ON THE TULARE COUNTY TAX ROLLS FOR FISCAL YEAR 2023-2024

WHEREAS: The City of Porterville Municipal Code Section 13-14, Garbage and Refuse – Charges for Collection; Time and Manner of Payment, provides that the amount required to be paid, together with interest and penalty, constitutes a lien on all real property; and

WHEREAS: The City of Porterville Municipal Code Section 25-37, Collection of Sewer Rental; Charges to be Lien, provides that any unpaid charge for sewer rental or sewer rental penalties or interest may be placed as a lien on the real property involved; and

WHEREAS: The City of Porterville Municipal Code Section 25-8, Guarantee of Payment of Water Bills by Property Owners, provides that unpaid water bills may be a lien on said property and the amount of said unpaid water bill may be added to the tax statement for said real property and collected in the same manner as real property taxes; and

WHEREAS: The Porterville City Council, having duly received and considered evidence and documentation concerning the delinquent accounts proposed to be placed on the Fiscal Year 2023-2024 County Tax Rolls concerning the necessity for the placement of the contemplated tax liens;

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve and order the submittal of the following liens, attached hereto as Exhibit "A" to the Tulare County Auditor for placement on the property tax rolls for collection.

PASSED, APPROVED AND ADOPTED this 1st day of August, 2023

_____
Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____

Patrice Hildreth, Chief Deputy City Clerk

CITY OF PORTERVILLE

UNPAID UTILITIES
FY2023-2024 Tax Roll

Assessee	Property Address		Parcel Number	Assessment Amount
FRANCIS CEBALLOS	15479 ROAD 223	1	240-081-002	$ 1,817
JACQUELINE SANCHEZ	15493 ROAD 223	2	240-081-004	280
ROBERT COSTANZO	2441 W MONACHE LN	3	240-230-019	165
BERENICEE SANCHEZ	933 N CREEKVIEW ST	4	240-280-028	746
DANA LOPEZ	875 N CREEKVIEW ST	5	240-330-014	1,683
TULARE PVI LLC	2103 N MAIN ST	6	243-180-008	1,872
TULARE PVI LLC	850 W NORTH GRAND AVE	7	243-190-024	994
JOSE RAMIREZ-VILLALO	1877 N MASTON ST	8	243-203-002	187
BRITTANI L CADENHEAD	1190 W NORTH GRAND AVE	9	243-203-015	866
RAMIRO GUDINO	1134 W NORTH GRAND AVE	10	243-204-010	336
PATRICIA BETANCOURT	1720 N WILSON PL	11	243-230-034	237
JONATHAN P GONZALES	1455 W REID AVE	12	243-280-042	856
MATTHEW SCHOTT	985 N SILVER MAPLE ST	13	245-030-011	682
KATHY GOODWIN	1730 W KANAI AVE	14	245-212-004	251
VELIA MONCIBAIZ	560 N DELTA ST	15	245-323-002	1,367
ROSENDO RAZON	2312 W KANAI AVE	16	245-324-019	123
JOSE A ZAVALA	661 N WELLINGTON ST	17	245-372-004	1,114
VICTOR A PEREZ JR	2112 W CHERYLL CT	18	245-460-019	72
ADOLIO BARRIENTOS	1286 N MATHEW ST	19	245-470-050	155
RON S FURR	1471 N SALISBURY ST	20	245-540-037	184
VANESSA MACIAS	1451 N LOWERY ST	21	246-153-031	174
ALBERTA WHITE	1440 W SAN LUCIA AVE	22	246-190-016	120
MARGARITO CERCAS	895 W WESTFIELD AVE	23	246-200-028	639
JONATHAN TAPIA	901 W JULIEANN AVE B	24	246-210-026	72
SUSAN METZGER	1506-1512 N COBB ST	25	246-250-013	1,475
DEZIRAE GONZALEZ	1341 W JEAN AVE	26	246-273-004	287
DONNA R DAVIS	1056 N BEVERLY ST	27	246-280-037	941
GRACIELA SALINAS	1311 N VILLA ST	28	247-022-009	237
MELISSA WALSH	1261 N LIME ST	29	247-110-011	295
RAMON AMBRIZ JR	950 N WOODS ST	30	247-220-012	390
SHANE FISHER	890 N LIME ST	31	248-031-027	161
RUBEN CASTILLO	291 N MASTON ST	32	251-232-001	1,164
JOSE CORTEZ	234 N MASTON ST	33	251-233-013	498
RODRIGO GONZALEZ	308 N LOWERY ST	34	251-252-020	182
JESUS AGUILAR	360 N WESTSIDE ST	35	251-253-001	199
DANIEL E MENDEZ	249 N WESTSIDE ST	36	251-262-011	210
OSCAR GARCIA	125 N WAUKESHA ST	37	251-271-018	117
MARIA ZENDEJAS-ALVARA	1203 W TOMAH AVE	38	251-282-003	1,509
VICTOR CEBALLOS	657 N VILLAGE GREEN ST	39	252-031-009	168
LUCAS RESURRECCION	614 W DEXTER AVE	40	252-042-012	860
MICHAEL LUNSFORD	587 N LIHU ST	41	252-102-004	260
MARVIN ARESIO ESLAVA	342 W RUMA RANCHO AVE	42	252-120-030	595
ANA LETICIA CARRANZA SANCHE	714 N G ST	43	252-120-066	193
RAMON BRAVO	87 W LAUREL AVE	44	252-130-023	433

Assessee	Property Address		Parcel Number	Assessment Amount
VIRGEN BEATRICE CRESPO	67 N H ST	45	252-212-012	977
CHERYL CHAMBERS	331 N CONLEY ST	46	252-253-017	454
CHERYL CHAMBERS	323 N CONLEY ST	47	252-253-018	454
BELVAGEAN MULLICAN	727 W MORTON AVE	48	252-321-017	1,082
BEATRIZ CAMBEROS	34 W SCHOOL AVE	49	253-011-012	410
ANNA MARTINEZ	56 W SCHOOL AVE	50	253-011-015	463
ABEL DAVILA	461 N THIRD ST	51	253-014-013	2,181
JOVITA LIMON	301 N BAKER ST	52	253-144-005	354
CHRISTOPHER WEBB	380 E PUTNAM AVE	53	253-145-010	520
JERRY B ELKINS	157 N MURRY ST	54	253-155-008	423
E. WILLIAMS & SONS ENT. INC.	109 N MAIN ST 109-111	55	253-171-013	470
CHRISTOPHER WEBB	333-335 N THIRD ST	56	253-206-006	738
SPIN CITY PORTERVILLE	334 N MAIN ST	57	253-207-009	13,669
MIREYA A SUAREZ	870 E THURMAN AVE	58	254-071-011	489
LUIS CARRANZA LEYVA	968 E THURMAN AVE	59	254-071-022	72
GWENDOLYN GREENE	846 E PUTNAM AVE	60	254-073-041	536
JORGE CEBALLOS	241 N RUTH ST	61	254-081-003	598
MARICELA NIEBLAS	1192 E JASMINE SOUTH	62	254-110-022	1,033
JANET STAILEY	357 N CONNER ST	63	254-140-008	234
ROBERT SORIA RAMIREZ	629 N SOUTH PL	64	254-150-003	1,134
MARTIN ZAMORA	1878 W UNION LN	65	259-200-075	369
ALFONSO SANDOVAL	870 W MC INTIRE AVE	66	259-250-010	875
MARIBELL O GONZALEZ	906 W JORDAN AVE	67	259-260-044	290
SERGIO FERNANDEZ-VALDE	435 S ATKINS ST	68	259-300-054	358
ANDRES GARCIA	495 S BELMONT ST	69	259-410-014	370
ANNETTE TURNER	696 S OAK VIEW ST	70	260-072-001	439
PHILLIP ROBINSON	258 S OHIO ST	71	260-102-014	489
JOSHUA FIDEL GUTIERREZ	188 SOUTH H ST	72	260-183-012	794
MAGDALENA BERMUDEZ	281 S H ST	73	260-187-007	664
SHARLYNN DENNEY	140 S KESSING ST	74	260-196-006	215
THE PRESS SHOP	12 W OLIVE AVE	75	261-121-009	269
TONY TRUJILLO JR	210 E RIO VISTA AVE	76	261-321-025	733
CARLOS CARRANZA	191 E RIO VISTA AVE	77	261-322-023	276
TIBURCIA URBINA	281 E RIO VISTA AVE	78	261-322-056	646
JOSE TAPIA	894 E ORANGE AVE	79	262-021-014	67
CHRISTOPER MITCHELL	887 E ISHAM AVE	80	262-034-003	1,004
SERGIO TAPIA	862 E POPLAR AVE	81	262-240-082	802
RAY STEPHEN PRICE	818 S CRYSTAL ST A	82	268-021-002	110
JESUS ZEPEDA	955 S WISCONSIN ST	83	268-080-030	669
LAURA TUCKER	1047 S WISCONSIN ST	84	268-090-005	694
JOHN SHRY	921 S COTTAGE ST	85	269-010-005	329
ERIKA Y PADILLA-ESPARZA	956 S INDIANA ST	86	269-010-022	121
NOEMI E GUTIERREZ PINED	897 S CHESS TERRACE	87	269-022-009	65
SHAWN RAMIREZ	705 W STACIE AVE	88	269-150-007	2,342
	Total amount of assessments			$ 64,447.00
	Total number of assessments			88

13-14: CHARGES FOR COLLECTION; TIME AND MANNER OF PAYMENT:

A. Fees and charges for the collection and disposal of solid waste collection by the city will be fixed by resolution of the city council.

B. Solid waste collection charges shall be included in the regular city utility bill to customers who also have city water service. When the solid waste customer does not have city water service, a separate bill for solid waste service shall be mailed to the customer who owns or controls the premises serviced.

C. All charges for solid waste service included on utility bills, or if not a part of the city utility bill, shall be due and payable at the same time as other utility charges. If a bill for solid waste is not paid within thirty (30) days after billing date, a charge of ten percent (10%) as a penalty for said delinquency shall be made and added to the amount and become a part of said delinquent utility bill; and the city may discontinue all city utility service to the premises if the bill should remain delinquent on the forty fifth day after billing.

D. All solid waste service charges are the responsibility of the customer whose name appears on the utility billing for the service. If unpaid by the customer billed who controls the premises, they shall be secured at any time by filing for record in the office of the county recorder of any county, a certificate specifying the amount of such charges and the name and address of the customer liable therefor. From the time of recordation of the certificate, the amount required to be paid, together with interest and penalty, constitutes a lien upon all real property in the county owned by the customer or afterwards, and before the lien expires, acquired by him. The lien has the force, priority, and effect of and shall be regarded as a judgment lien, which may be extended, if unpaid, by the recording of a renewal certificate before the expiration of ten (10) years of the previously recorded certificate. (Ord. 1494A, 7-20-1993; Ord. 1615, 10-1-2002; Ord. 1890, 3-1-2022)

25-8: GUARANTEE OF PAYMENT OF WATER BILLS BY PROPERTY OWNERS; AUTHORIZED GENERALLY; LIEN:

The owners of any property where water is furnished by the city may assume responsibility for the payment of such water by filing with the water department a written acceptance of such responsibility in a form approved by the city attorney, guaranteeing payment of all water bills accruing against such property or utilized by consumers on such property. The writing shall provide that unpaid water bills may be a lien on said property and the amount of said unpaid water bill may be added to the tax statement for said real property and collected in the same manner as real property taxes. (Ord. Code § 3543; Ord. 845 § A, 11-16-1965)

25-37: COLLECTION OF SEWER RENTALS; PENALTIES; DISCONTINUANCE OF WATER SERVICE FOR NONPAYMENT; CHARGES TO BE LIEN:

Charges for sewer rentals shall be included with the water bill and if the charge for sewer rental shall remain unpaid at the due date for the payment of water bills, there shall be added to the sewer rental charge the same penalties and interest as are required for delinquencies or nonpayment of water bills. Water services may be discontinued for nonpayment of the charge for sewer rental or sewer rental penalties and interest, and any unpaid charge for sewer rental or sewer rental penalties or interest may be placed as a lien on the real property involved. (Ord. Code § 3635.1)

SUBJECT: Acceptance of the Selective Traffic Enforcement Program (STEP) Grant

SOURCE: Police

COMMENT:

In April 2023, the Porterville Police Department submitted a grant proposal/application to the California Office of Traffic Safety (OTS) requesting funding for personnel costs (overtime) associated with the Selective Traffic Enforcement Program (STEP). The goal of this program is to reduce the persons killed or injured in vehicle crashes involving alcohol, speed, red light violations, and other recurring primary collision factors within the city.

On July 14, 2023, the Department received notification from OTS that funding in the amount of $100,000 had been approved for the City's STEP program. The funding will cover personnel costs (overtime) associated with multiple DUI/License check points, special saturation patrols, and targeted enforcement of areas of repeated traffic collisions, and for the purchase of specialized equipment for police units that target individuals speeding in high collision areas.

The proposed grant will fund the STEP program for the period from October 1, 2023, through September 30, 2024.

RECOMMENDATION:

That the City Council accept the STEP Grant from the California Office of Traffic Safety in the amount of $100,000.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: John Lollis, City Manager

SUBJECT: Joint Funding Agreement with Burton School District for a School Resource Officer

SOURCE: Police

COMMENT: The Porterville Police Department currently has one Officer assigned as a School Resource Officer to the Burton School District. During school hours, this Officer responds to reports of criminal activity at all Burton school sites. In addition, this Officer provides requested security for after-school functions throughout the school year, which is paid separately from the Joint Funding Agreement. Burton has shared in the funding of one School Resource Officer and has agreed to renew the 2023-2024 Joint Funding Agreement in which they share costs.

The estimated salary and benefit cost for a School Resource Officer during the term of the 2023-2024 school year is $110,000. Burton has agreed to pay sixty-five percent (65%) of the salary and benefits of one School Resource Officer. Based on the formula above, for this term, the City shall contribute an estimated $51,000 for one School Resource Officer position assigned to Burton. This represents thirty-five percent (35%) of the estimated salary and benefits costs for one School Resource Officer, as well as an additional $12,500 in estimated ancillary costs. Burton will contribute up to $71,500 for the one School Resource Officer, which represents sixty-five percent (65%) of salary and benefits costs for the School Resource Officer.

This School Resource Officer will generally be assigned to the Burton School District, generally responsible for the one high school and the respective feeder schools. This assignment will not preclude the ability of the Officer to respond to other areas as needed. Department staff is requesting City Council approval to enter into an agreement to continue the School Resource Officer program with the Burton School District.

RECOMMENDATION: That the City Council:

1. Approve the draft Agreement for Joint Funding for a School Resource Officer at Burton School District for the period of July 1, 2023, through June 30, 2024; and
2. Authorize the Chief of Police to execute the Agreement on behalf of the City of Porterville.

ATTACHMENTS:

1. Draft Joint Funding Cooperative Agreement

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: John Lollis, City Manager

JOINT FUNDING COOPERATIVE AGREEMENT

This Agreement is entered into as of July 1, 2023, between the CITY OF PORTERVILLE ("CITY" or "DEPARTMENT"), and the BURTON SCHOOL DISTRICT ("BSD" or "DISTRICT") (each a "Party," and collectively, the "Parties"), with reference to the following:

A. The Parties wish to continue efforts to create and maintain a safe environment for children attending school campuses in the City of Porterville, and the Parties believe this is vital to the educational process.

B. The Parties desire to share in the costs of supplying a "School Resource Officer" ("SRO") to respond to reports from BSD officials concerning criminal and other activities occurring on the BSD campuses that jeopardize the safety and security of the children attending these schools.

C. The Parties are willing to enter into this Agreement on the terms and conditions set forth below:

ACCORDINGLY, IT IS AGREED:

1. The term of this Agreement shall be for one year, commencing on July 1, 2023, and ending on June 30, 2024.

2. The CITY shall provide one sworn police officer to act as a "School Resource Officer" effective at the beginning of the school year, August 2023, and concluding at the end of the school year, June 2024. The SRO shall respond to school reports of criminal activity or other activity threatening the safety and security of children occurring on BSD school campuses located within the CITY's geographical limits, as well as Summit Charter Collegiate Academy, Summit Charter Intermediate Academy and Lombardi Elementary School. The guidelines and expectations of the SRO program are attached as Exhibit A. Nothing in this agreement prohibits the SRO from assisting other law enforcement officers when necessary due to high priority needs of the DEPARTMENT as determined by the on-duty supervisor.

3. The DEPARTMENT will be responsible for selecting which DEPARTMENT employee will serve as the SRO, or the acting SRO for days when the designated SRO may be on leave, absent for training, or otherwise not available.

4. The maximum estimated salary and benefit cost for an SRO during the term of this Agreement is **$110,000**. This does not include any ancillary costs or overtime costs.

5. One SRO shall be assigned to the BSD and the salary and benefit costs for the one SRO shall be divided as follows: The CITY shall pay 35% of the salary and benefits cost, as well as all ancillary costs; BSD shall pay the remaining 65% in salary and benefits costs.

6. Based on the formula above, for this term, the CITY shall contribute up to **$51,000** to the SRO position. This represents 35% of the maximum estimated costs of salary and benefits for the position, plus approximately **$12,500** in ancillary costs.

7. Based on formula above, for this term, BSD shall contribute up to, but no more than, **$71,500** for one SRO position. This represents 65% of the maximum estimated salary and benefits costs **($110,000)**.

8. The amounts to be contributed by BSD shall be due and payable as follows: BSD shall pay the amount as invoiced by the CITY, on an annual basis, of the actual costs (excluding ancillary) but no more than the contribution amounts specified above, within thirty days of receiving said invoice(s). The full contribution amounts shall be paid by the end of the CITY's fiscal year (June 30, 2024).

9. It is understood and agreed that if the funding is either discontinued or reduced for specified positions, any Party shall have the right to terminate this Agreement. In such event, the affected Party shall provide the other Party(ies) with at least sixty (60) days prior written notice of such termination.

10. It is mutually understood and agreed that the SRO at all times while carrying out this Agreement shall be acting as a CITY employee. The CITY shall retain the right to control and direct the services of the SRO pursuant to this Agreement, and shall retain the usual management rights, powers, and authority of an employer over such employees. The CITY will make every effort to ensure that scheduling of vacation leaves and training sessions for the SRO are made with consideration of the needs of the DISTRICT.

11. The certificated administrators of each school shall be responsible for student discipline and shall make all decisions regarding the imposition of discipline for students enrolled at their campus.

12. The parties agree that the SRO shall be deemed to be a "school official" for the performance on SRO's duties on behalf of the DISTRICT. The SRO shall therefore be allowed access to student records but the DISTRICT is in direct control of the use, maintenance, and disclosure of student records in accordance with Education Code section 49076 and other applicable provisions of law. School officials shall allow the SRO to inspect and copy any student records maintained by the school for which the SRO has a "legitimate educational interest" within the scope of the SRO's service under this Agreement. This includes access to student directory information to the extent permitted by DISTRICT policy, classroom assignments, attendance records, and discipline files. However, the SRO may not inspect or copy confidential student records outside the scope of the SRO's service, except as allowed by law.

    If confidential student record information is needed in an emergency to protect the health or safety of a student or others, the DISTRICT may disclose to the SRO information that is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence.

    If confidential student record information is needed by the SRO but no emergency situation exists, the information may be released only upon the issuance of a subpoena, a court order or written authorization of the parent/guardian.

    Pursuant to Education Code section 48902, the principal or designee shall notify the SRO of any acts of a student that may violate specified provisions of the Penal Code and Education Code. This may require the disclosure of the student's name or other identifying information to the SRO, along with information related to the underlying offence.

13. Neither the DISTRICT nor the CITY shall discriminate because of race, religion, color, national origin, disability, marital status, age, or sex against any person by refusing any person or privilege offered to or engaged by the general public.

14. Indemnity-The DISTRICT shall indemnify, defend, and hold harmless the CITY, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the SRO's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the CITY, or the gross or willful misconduct of the assigned officer.

The CITY shall indemnify, defend, and hold harmless the DISTRICT, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the CITY or the gross or willful misconduct of the assigned officer during the performance of work hereunder.

If the DISTRICT rejects a tender of defense by the CITY and/or the assigned officer under this Agreement, and it is later determined that the CITY and/or the officer breached no duty of care and/or was immune from liability, the DISTRICT shall reimburse the CITY and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the CITY and/or officer settles a liability claim, with or without participation by the DISTRICT.

The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the CITY or its assigned officer that they would not owe in the absence of the Agreement. The Agreement does not create and affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) the CITY or the assigned officer and the absence of the assigned officer and/or patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the CITY nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

15. Except as otherwise required by law, any notice to be given shall be in writing and shall be either personally delivered, sent by facsimile transmission, or sent by first-class mail, postage prepaid, and addressed as follows:

CITY:

City Clerk of the City of Porterville
291 N. Main Street
Porterville, CA 93257
Phone: 559-782-7442
Fax: 559-782-7452

BSD:

Burton School District
264 N. Westwood
Porterville, CA 93257
Phone: 559-781-8020
Fax: 559-781-1403

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission shall be deemed received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after mailing. Any Party may change the above address, phone number, or fax number by giving written notice pursuant to this paragraph.

a. No modification, amendment or addendum to this Agreement shall be valid unless it is set forth in writing and is signed by the parties.

b. Termination.

i. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled to by law or under this Agreement.

1. This Agreement may be terminated by any Party should another Party:

a. be adjudged bankrupt,
b. become insolvent or have a receiver appointed,
c. make a general assignment for the benefit of creditors,
d. suffer any judgment which remains unsatisfied for 30 days and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
e. materially breach this Agreement.

2. For any occurrences except item (e), termination may be effected upon written notice by the terminating Party specifying the date of termination, with at least sixty (60) days advance written notice.

3. Upon a material breach, the Agreement may be terminated following the failure of the defaulting Party to remedy the breach to the satisfaction of the non-defaulting Party(ies) within five (5) days of written notice specifying the breach. If the breach is not remedied within the five (5) day period, the non-

defaulting Party may terminate the Agreement on further written notice specifying the date of termination.

4. If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting Party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting Party(ies) consent to that proposal in writing, which consent shall not be unreasonable withheld, the defaulting Party shall immediately embark on its plan to cure. If the default is not cured within the time agreed upon, the non-defaulting Party(ies) may terminate upon written notice specifying the date of termination.

ii. Effects of Termination. Termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports or pre-termination contract activities.

c. This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the CITY shall be a person specifically authorized by the legislative body of the CITY to execute this Agreement, at the level of City Manager or City Attorney or equivalent.

d. This Agreement reflects the contributions of all Parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

e. Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

f. The failure of any Party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for the breach or any subsequent breach. The acceptance of any Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by any other Party.

g. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal

authority, or is agreed by the Parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either Party is lost, the Agreement may be terminated at the option of the affected Party.

h. Each Party agrees to execute any additional documents and to perform any further acts that may be reasonably required to effect the purposes of this Agreement.

i. It is expected that this agreement will continue into coming years. In June of each year of the agreement, the Chief of Police and the Burton School District Superintendent, or their designees, shall convene a meeting to discuss the activities of the SRO during the previous school year. If the agreement is continued, the Chief of Police shall provide the new salary and benefits costs for the position, and the new agreement will indicate the amount of funding each party shall be responsible for.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

CITY OF PORTERVILLE:

_____

Martha A. Flores, Mayor

BURTON SCHOOL DISTRICT:

_____

David Shimer, Superintendent

EXHIBIT A

GUIDELINES AND EXPECTATION OF THE SCHOOL RESOURCE OFFICER PROGRAM

The School Resource Officer Program is a collaborative effort by the Porterville Police Department, Porterville Unified School District, and Burton School District focused on preventing juvenile delinquency, maintaining a safe school environment, and providing a positive law enforcement presence in the school community. This effort will help bridge the gap between law enforcement officers and students in order to increase positive attitudes toward law enforcement, and reduce juvenile crime.

The exclusive focus on the physical and social territory of the school is an important aspect of the SRO program. Unlike law enforcement officers who respond to school problems as a result of calls for service or 911 calls by school personnel, the SRO knows the school's physical layout and is aware of who belongs on school property and who does not.

School Resource Officers have two main functions: law enforcement officer and advisor.

As a law enforcement officer, the SRO maintains a safe and secure school environment in which "teachers feel safe to teach and students feel safe to learn."

The SRO acts as an advisor to students, parents, teachers and staff on the law, delinquency, violence, substance abuse, child abuse and other law enforcement related issues.

The SRO may talk to students, parents, teachers, administrators and staff about problems and concerns they may have, and help them find possible solutions through referrals to counselors or appropriate social service or legal agencies for additional support and assistance.

The most effective way a SRO can accomplish these functions is to be a positive role model and mentor. Students learn from every interaction they may have with a SRO. It is essential for a SRO to be a positive role model who endorses high moral standards, exercises good judgment and discretion, is consistent and fair, respects students, and displays a sincere concern for the school community.

School Resource Officers must maintain a professional appearance, be visible, accessible and willing to talk to students. The SRO shall attend and participate in school activities, interact positively with students and the community, taking their concerns seriously while maintaining a supportive and positive relationship with faculty and school administrators.

The SRO is an extension of his/her agency as well as the school principal's office, as the officer's duties are comprised of both law enforcement and education. The SRO reports to both his/her agency commander and the school principal. Although the SRO will not serve as a disciplinarian, and disciplining students will remain the responsibility of the school faculty and administrators, the SRO will serve as a means for establishing cooperation, order and safety so that learning can take place, the business schools are about. This does not prevent the SRO from taking action in his/her official capacity.

Duties and expectations of the SRO shall include, but not be limited to the following:

- To protect lives and property for the citizens and public school students.
- To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct.
- To investigate criminal activity committed on or adjacent to school property.
- To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of the student.
- To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned.
- To provide security for special school events or functions, such as PTA meetings, at the request of the principal or other school official.
- To prevent juvenile delinquency through close contact with students and school personnel.
- To establish liaison with school principals, faculty, and students.
- To inform the students of their rights and responsibilities as lawful citizens.
- To provide liaison between students and social agencies which provide needed services.
- To participate in campus activities when invited and feasible.
- To be aware at all times of the responsibility to improve the image of the uniformed law enforcement officer in the eyes of the students and the community.
- To confer with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities.

SUBJECT: Joint Funding Agreement with Porterville Unified School District for School Resource Officers

SOURCE: Police

COMMENT: The Porterville Police Department currently has three Officers assigned as School Resource Officers to Porterville Unified School District (PUSD). During school hours, these Officers respond to reports of criminal activity at all PUSD school sites within the city of Porterville. In addition, these Officers provide requested security for after-school functions throughout the school year, which is paid separately from the Joint Funding Agreement. PUSD has shared in the funding of three School Resource Officers, and has agreed to renew the 2023-2024 Joint Funding Agreement in which they share costs.

The estimated salary and benefit cost for a School Resource Officer during the term of the 2023-2024 school year is $110,000. Porterville Unified School District has agreed to pay sixty-five percent (65%) of the salary and benefits for three School Resource Officers. Based on the formula above, for this term, the City shall contribute an estimated $153,500 for three School Resource Officer positions assigned to PUSD. This represents thirty-five percent (35%) of the estimated salary and benefits costs for three School Resource Officers, as well as an additional $38,000 in estimated ancillary costs. PUSD will contribute up to $214,500 for the three School Resource Officers, which represents sixty-five percent (65%) of salary and benefits costs for the School Resource Officers.

These three School Resource Officers will generally be assigned to PUSD, with each Officer generally responsible for one of the three major high schools and respective feeder schools. These assignments will not preclude the ability of each Officer to respond to other areas as needed. Department staff is requesting City Council approval to enter into an agreement to continue the School Resource Officer program with PUSD.

RECOMMENDATION: That the City Council:
1. Approve the draft Agreement for Joint Funding for School Resource Officers at PUSD for the period of July 1, 2023, through June 30, 2024; and
2. Authorize the Chief of Police to execute the Agreement on behalf of the City of Porterville.

ATTACHMENTS: 1. Draft Joint Funding Cooperative Agreement

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: John Lollis, City Manager

JOINT FUNDING COOPERATIVE AGREEMENT

This Agreement is entered into as of July 1, 2023, between the CITY OF PORTERVILLE ("CITY") and the PORTERVILLE UNIFIED SCHOOL DISTRICT ("PUSD") (each a "Party," and collectively, the "Parties"), with reference to the following:

A. The Parties wish to continue efforts to create and maintain a safe environment for children attending school campuses in the city of Porterville, and the Parties believe this is vital to the educational process.

B. The Parties desire to share in the costs of supplying "School Resource Officers" ("SROs") to respond to reports from PUSD officials concerning criminal and other activities occurring on the PUSD campuses that jeopardize the safety and security of the children attending these schools.

C. The Parties are willing to enter into this Agreement on the terms and conditions set forth below:

ACCORDINGLY, IT IS AGREED:

1. The term of this Agreement shall be for one year, commencing on July 1, 2023, and ending on June 30, 2024.

2. The CITY shall **provide three** "School Resource Officers" effective at the beginning of the school year, August 2023, and concluding at the end of the school year, June 2024. The SROs shall respond to school reports of criminal activity or other activity threatening the safety and security of children occurring on PUSD school campuses located within the CITY's geographical limits. The guidelines and expectations of the SRO program are attached as Exhibit A. Nothing in this agreement prohibits SROs from assisting other law enforcement officers when necessary due to high priority needs of the department as determined by the on-duty supervisor.

3. The Department will be responsible for selecting which Department employees will serve as SRO's, or the acting SRO for days when the designated SRO may be on leave, absent for training, or otherwise not available.

4. The maximum estimated salary and benefit cost for an SRO during the term of this Agreement is **$110,000**. This does not include any ancillary costs or overtime costs.

5. Three SROs shall be assigned to the PUSD District and the salary and benefit costs for the **three** SROs shall be divided as follows: The CITY shall pay 35% of the salary and benefits cost, as well as all ancillary costs; PUSD shall pay the remaining 65% in salary and benefits costs.

6. Based on the formula above, for this term, the CITY shall contribute an estimated amount of $**153,500** for three SRO positions. This represents 35% of maximum estimated costs of salary and benefits for each position, plus approximately $**38,000** in ancillary costs.

7. Based on the formula above, for this term, PUSD shall contribute up to, but no more than, $**214,500** for **three** SRO positions. This represents 65% of the maximum estimated salary and benefits costs **($330,000)**.

8. The amounts to be contributed by PUSD shall be due and payable as follows: PUSD shall pay the amounts as invoiced by the CITY, on an annual basis, of the actual costs (excluding ancillary) but no more than the contribution amounts specified above, within thirty days of receiving said invoice(s). The full contribution amounts shall be paid by the end of the CITY's fiscal year (June 30, 2024).

9. It is understood and agreed that if the funding is either discontinued or reduced for specified positions, any Party shall have the right to terminate this Agreement. In such event, the affected Party shall provide the other Party(ies) with at least sixty (60) days prior written notice of such termination.

10. It is mutually understood and agreed that the SROs at all times while carrying out this Agreement shall be acting as CITY employees. The CITY shall retain the right to control and direct the services of the SROs pursuant to this Agreement, and shall retain the usual management rights, powers, and authority of an employer over such employees. The City will make every effort to ensure that scheduling of vacation leaves and training sessions for SROs are made with consideration of the needs of the school district.

11. The certificated administrators of each school shall be responsible for student discipline and shall make all decisions regarding the imposition of discipline for students enrolled at their campus.

12. The parties agree that the SRO shall be deemed to be a "school official" for the performance on SRO's duties on behalf of District. The SRO shall

therefore be allowed access to student records but the District is in direct control of the use, maintenance, and disclosure of student records in accordance with Education Code section 49076 and other applicable provisions of law. School officials shall allow the SRO to inspect and copy any student records maintained by the school for which the SRO has a "legitimate educational interest" within the scope of the SRO's service under this Agreement. This includes access to student directory information to the extent permitted by District policy, classroom assignments, attendance records, and discipline files. However, the SRO may not inspect or copy confidential student records outside the scope of the SRO's service, except as allowed by law.

If confidential student record information is needed in an emergency to protect the health or safety of a student or others, the District may disclose to the SRO information that is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence.

If confidential student record information is needed by the SRO but no emergency situation exists, the information may be released only upon the issuance of a subpoena, a court order or written authorization of the parent/guardian.

Pursuant to Education Code section 48902, the principal or designee shall notify the SRO of any acts of a student that may violate specified provisions of the Penal Code and Education Code. This may require the disclosure of the student's name or other identifying information to the SRO, along with information related to the underlying offence.

13. Neither the District nor the Department shall discriminate because of race, religion, color, national origin, disability, marital status, age, or sex against any person by refusing any person or privilege offered to or engaged by the general public.

14. Indemnity-The District shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the assigned officer's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the City, or the gross or willful misconduct of the assigned officer.

The City shall indemnify, defend, and hold harmless the District, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the City or the gross or willful misconduct of the assigned officer during the performance of work hereunder.

If the District rejects a tender of defense by the City and/or the assigned officer under this Agreement, and it is later determined that the City and/or the officer breached no duty of care and/or was immune from liability, the District shall reimburse the City and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or officer settles a liability claim, with or without participation by the District.

The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or its assigned officer that they would not owe in the absence of the Agreement. The Agreement does not create and affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) the City or the assigned officer and the absence of the assigned officer and/or patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

15. Except as otherwise required by law, any notice to be given shall be in writing and shall be either personally delivered, sent by facsimile transmission, or sent by first-class mail, postage prepaid, and addressed as follows:

CITY:

City Clerk of the City of Porterville
291 N. Main Street
Porterville, CA 93257
Phone: 559-782-7442
Fax: 559-782-7452

PUSD:

Porterville Unified School District
600 W. Grand Avenue
Porterville, CA 93257
Phone: 559-793-2455
Fax: 559-793-1088

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission shall be deemed received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after mailing. Any Party may change the above address, phone number, or fax number by giving written notice pursuant to this paragraph.

a. No part of this Agreement may be assigned by any of the Parties without the prior written consent of the other Parties.

b. Termination.

    i. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled to by law or under this Agreement.

        1. This Agreement may be terminated by any Party should another Party:

            a. be adjudged bankrupt,
            b. become insolvent or have a receiver appointed,
            c. make a general assignment for the benefit of creditors,
            d. suffer any judgment which remains unsatisfied for 30 days and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
            e. materially breach this Agreement.

        2. For any occurrences except item (e), termination may be effected upon written notice by the terminating Party specifying the date of termination.

        3. Upon a material breach, the Agreement may be terminated following the failure of the defaulting Party to remedy the breach to the satisfaction of the non-defaulting Party(ies) within five (5) days of written notice specifying the breach. If the breach is not

remedied within the five (5) day period, the non-defaulting Party may terminate the Agreement on further written notice specifying the date of termination.

4. If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting Party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting Party(ies) consent to that proposal in writing, which consent shall not be unreasonable withheld, the defaulting Party shall immediately embark on its plan to cure. If the default is not cured within the time agreed upon, the non-defaulting Party(ies) may terminate upon written notice specifying the date of termination.

ii. Effects of Termination. Termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports or pre-termination contract activities.

c. This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement, at the level of City Manager or City Attorney or equivalent.

d. This Agreement reflects the contributions of all Parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

e. Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

f. The failure of any Party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for the breach or any subsequent breach. The acceptance of any Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by any other Party.

g. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the Parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either Party is lost, the Agreement may be terminated at the option of the affected Party.

h. Each Party agrees to execute any additional documents and to perform any further acts that may be reasonably required to effect the purposes of this Agreement.

i. It is expected that this agreement will continue into coming years. In June of each year of the agreement, the Chief of Police and the Porterville Unified School District Superintendent, or their designees, shall convene a meeting to discuss the activities of the SROs during the previous school year. If the agreement is continued, the Chief of Police shall provide the new salary and benefits costs for the position, and the new agreement will indicate the amount of funding each party shall be responsible for.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

CITY OF PORTERVILLE:

_____
Martha A. Flores, Mayor

PORTERVILLE UNIFIED SCHOOL DISTRICT:

_____
Brad Rohrbach, Ed.D., Assistant Superintendent

EXHIBIT A

GUIDELINES AND EXPECTATION OF THE SCHOOL RESOURCE OFFICER PROGRAM

The School Resource Officer Program is a collaborative effort by the Porterville Police Department and the Porterville Unified School District focused on preventing juvenile delinquency, maintaining a safe school environment, and providing a positive law enforcement presence in the school community. This effort will help bridge the gap between law enforcement officers and students in order to increase positive attitudes toward law enforcement, and reduce juvenile crime.

The exclusive focus on the physical and social territory of the school is an important aspect of the SRO program. Unlike law enforcement officers who respond to school problems as a result of calls for service or 911 calls by school personnel, the SRO knows the school's physical layout and is aware of who belongs on school property and who does not.

School Resource Officers have two main functions: law enforcement officer and advisor.

As a law enforcement officer, the SRO maintains a safe and secure school environment in which "teachers feel safe to teach and students feel safe to learn."

The SRO acts as an advisor to students, parents, teachers and staff on the law, delinquency, violence, substance abuse, child abuse and other law enforcement related issues.

The SRO may talk to students, parents, teachers, administrators and staff about problems and concerns they may have, and help them find possible solutions through referrals to counselors or appropriate social service or legal agencies for additional support and assistance.

The most effective way a SRO can accomplish these functions is to be a positive role model and mentor. Students learn from every interaction they may have with a SRO. It is essential for a SRO to be a positive role model who endorses high moral standards, exercises good judgment and discretion, is consistent and fair, respects students, and displays a sincere concern for the school community.

School Resource Officers must maintain a professional appearance, be visible, accessible and willing to talk to students. The SRO shall attend and participate in school activities, interact positively with students and the community, taking their concerns seriously while maintaining a supportive and positive relationship with faculty and school administrators.

The SRO is an extension of his/her agency as well as the school principal's office, as the officer's duties are comprised of both law enforcement and education. The SRO reports to both his/her agency commander and the school principal. Although the SRO will not serve as a disciplinarian, and disciplining students will remain the responsibility of the school faculty and administrators, the SRO will serve as a means for establishing cooperation, order and safety so that learning can

take place, the business schools are about. This does not prevent the SRO from taking action in his/her official capacity.

Duties and expectations of the SRO shall include, but not be limited to the following:

- To protect lives and property for the citizens and public school students.
- To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct.
- To investigate criminal activity committed on or adjacent to school property.
- To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of the student.
- To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned.
- To provide security for special school events or functions, such as PTA meetings, at the request of the principal or other school official.
- To prevent juvenile delinquency through close contact with students and school personnel.
- To establish liaison with school principals, faculty, and students.
- To inform the students of their rights and responsibilities as lawful citizens.
- To provide liaison between students and social agencies which provide needed services.
- To participate in campus activities when invited and feasible.
- To be aware at all times of the responsibility to improve the image of the uniformed law enforcement officer in the eyes of the students and the community.
- To confer with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities.

SUBJECT: Consideration of Termination of Youth Experiencing Success (YES) Program Agreement with Porterville Unified School District

SOURCE: Administrative Services

COMMENT: For more than the past twenty years, the City and the Porterville Unified School District ("PUSD"), collectively, ("the parties") have worked collaboratively to provide an after-school learning program that promotes educational and enrichment opportunities for youth in the community. Over the course of this relationship, changes have been made to the program and staffing as funding sources impacting the program have shifted. This shift has been most evident in the past five years, wherein funding allocations received by PUSD have increased, thereby allowing greater flexibility and options from PUSD's perspective.

While the partnership served a community-driven purpose when options for providers were limited, present-day provides greater flexibility in terms of available partners for the provision of services. One such option for PUSD is the California Teaching Fellows Foundation, a non-profit that serves as an incubator for teachers, providing on-site experience and professional development through supporting afterschool enrichment programs, such as the YES Program.

Given the current funding allocations and needs of PUSD, the parties are in agreement that the partnership has served its purpose in supporting Porterville's youth and that from a practical standpoint, the California Teaching Fellows Foundation is better positioned to provide the services, and thus termination of the existing agreement is of mutual benefit at this time. PUSD has committed to hiring all current City employees currently working in the YES Program. Further, the parties have agreed to work collaboratively so that the provision of services and employee transfers is seamless.

RECOMMENDATION: That the City Council:
1. Approve the Termination Agreement between the City of Porterville and Porterville Unified School District regarding the Youth Experiencing Success (YES) Program; and
2. Authorize the City Attorney to make any revisions as deemed appropriate.

ATTACHMENTS: 1. Draft Termination Agreement

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

TERMINATION AGREEMENT

This Termination Agreement (TERMINATION AGREEMENT) is entered into between the City of Porterville (CITY) and the Porterville Unified School District (PUSD) for the termination of the Youth Experiencing Success (YES) after school Program. The CITY and PUSD hereinafter may be referred to collectively as the "Parties" or in the singular as "Party," as the context requires.

RECITALS

WHEREAS, on or about May 28, 2021, the Parties entered into an agreement (ORIGINAL AGREEMENT) for the implementation of the Youth Experiencing Success (YES) after school Program (YES Program), for an initial term of three (3) years, from July 1st, 2021 through June 30th 2024; and

WHEREAS, the Parties have mutually agreed to terminate the ORIGINAL AGREEMENT and discontinue the YES Program, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual commitments contained herein, the Parties hereby agree as follows:

TERMINATION

1.1 Except as set forth hereunder, the ORIGINAL AGREEMENT shall be terminated effective June 30, 2023, and shall have no further force or effect.

1.2 All equipment and related supplies acquired or contributed by either Party for the purposes of the YES Program shall be returned to the respective Party who originally provided the equipment and supplies.

SHARING OF PERSONNEL DATA

2.1 In relation to the termination of the YES Program and the ORIGINAL AGREEMENT, the CITY shall share certain allowable personnel data with PUSD for purposes of providing existing CITY employees with employment opportunities in a similar educational program offered by PUSD through contracted services.

2.2 The shared CITY personnel data shall include, but not be limited to, employee fingerprinting records, tuberculosis test results, and monitoring of existing and ongoing workers' compensation claims.

2.3 The sharing of CITY personnel data shall be done in accordance with applicable privacy laws and regulations.

2.4 PUSD agrees to reimburse the CITY for any reasonable costs incurred in sharing the personnel data as outlined in this section and this TERMINATION AGREEMENT. ~~including the reimbursement of outstanding workers' compensation claims not to exceed five (5) years from the Termination Date.~~

EFFECT OF TERMINATION

3.1 Except as expressly set forth hereunder, the CITY and PUSD shall have no further rights, obligations, or liabilities towards each other with respect to the YES Program or the ORIGINAL AGREEMENT, except as otherwise expressly provided in this TERMINATION AGREEMENT or as required by applicable law.

3.2 Pursuant to the terms of the ORIGINAL AGREEMENT, PUSD was required to reimburse CITY for any and all Workers Compensation claims costs for all Operational Personnel, as well as all costs associated with CalPERS contributions for those Operational Personnel who were also PUSD employees enrolled in CalPERS. PUSD's obligations as set forth in the ORIGINAL AGREEMENT, shall continue beyond the ORIGINAL AGREEMENT's effective termination date, concerning all such costs incurred by the CITY for claims and/or operations occurring during the term and prior to the termination of the ORIGINAL AGREEMENT.

3.~~2~~3 Any pending matters, outstanding invoices, or unresolved issues relating to the YES Program or the ORIGINAL AGREEMENT as of the Termination Date shall be addressed and resolved by the Parties in good faith during a transitional period of July 1st, 2023 through September 30th, 2023.

3.~~3~~4 Upon the completion of the Transitional Period, all financial accounts, records, and documents pertaining to the YES Program and the ORIGINAL AGREEMENT shall be finalized and closed.

CONFIDENTIALITY

4.1 Notwithstanding termination of the ORIGINAL AGREEMENT, both Parties agree to maintain the confidentiality of any confidential information obtained during the course of their collaboration in the YES Program. Such obligations of confidentiality shall survive the termination of the ORIGINAL AGREEMENT.

ENTIRE AGREEMENT

5.1 This TERMINATION AGREEMENT constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior oral or written agreements, understandings, or representations relating to the termination of the YES Program or the ORIGINAL AGREEMENT.

5.2 Any modifications or amendments to this TERMINATION AGREEMENT must be made in writing and signed by authorized representatives of both Parties.

MISCELLANEOUS

6.1 This TERMINATION AGREEMENT shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Tulare, subject to a motion for transfer of venue.

6.2 The Parties to this TERMINATION AGREEMENT shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this TERMINATION AGREEMENT.

6.3 This TERMINATION AGREEMENT may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

6.4 The persons signing this TERMINATION AGREEMENT warrant that they are legally authorized to do so on behalf of the respective Parties, and by their signatures to bind the respective Parties to this TERMINATION AGREEMENT.

IN WITNESS WHEREOF, the undersigned, duly authorized representatives of the CITY OF PORTERVILLE and the PORTERVILLE UNIFIED SCHOOL DISTRICT, have executed this TERMINATION AGREEMENT as of the date first written below.

CITY OF PORTERVILLE	PORTERVILLE UNIFIED SCHOOL DISTRICT:
Signature:_____	Signature:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____
Date:_____	Date: _____

SUBJECT: International Association of Crime Analyst Training in Grapevine, Texas

SOURCE: Police

COMMENT: The International Association of Crime Analysts (IACA) Training Conference presents the finest crime analysis training available each year at a conference held at different locations. This year, the City of Grapevine, Texas was chosen as the location for the IACA Conference.

On average, there are over 600 attendees from local, state and federal agencies, along with out-of-state and international attendees. The conference offers six concurrent training tracks throughout the week, which provides a vast array of knowledge for all skills and ability levels. This year's event will host several general sessions, with topics including Crime and Intelligence Analysis, Real-World Case Studies, Investigative and Analytical Techniques, Statistical Analysis, Hands-On Computer Training, and more.

In addition to receiving the invaluable training, attendees are also able to view new products relevant to the law enforcement community at the exhibitor expo, as well as network with other attendees.

Melinda Rios is the Porterville Police Department's Crime Analyst and has been awarded a scholarship from the U.S. Department of Justice - Bureau of Justice Assistance. This scholarship encompasses all expenses regarding this training, including airfare, hotel accommodations, tuition, per diem for all meals, and a rental vehicle.

Pursuant to City policy, out-of-state travel by staff requires City Council approval. The Police Department is seeking approval to allow Crime Analyst Rios to attend the IACA Conference, which is scheduled to take place from August 28th-September 1st, 2023.

RECOMMENDATION: That the City Council approve the out-of-state travel for Melinda Rios to attend the International Association of Crime Analysts Training Conference in Grapevine, Texas.

ATTACHMENTS: 1. 2023 IACA Training Conference Flyer

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: John Lollis, City Manager

Information Sheet

Conference Dates/Times:

Monday, August 28, 2023 to Friday, September 1, 2023

(Friday is a half-day)

Sessions mostly occur from 0800—1700 hours

Hotel

Gaylord Texan Resort

1501 Gaylord Trail, Grapevine, TX 76051

The Gaylord Texan Resort Official Site

Airports

(DFW) Dallas/Fort Worth , 10 min, 4 miles

(DAL) Dallas Love Field, 30 min, 20 miles

REGISTRATION COSTS

IACA Members: $575.00

Non-Members: $675.00

Full-Time Student: $150

(proof of full-time status required)

REGISTRATION OPENING SOON!

Cancellation Policy:

All conference registration cancellations must be submitted in writing to the registration@iaca.net on, or prior to, Wednesday, July 26, 2023, for a full refund. Please check the full policy on the IACA Conference Page here.

TXLEAN

2023 IACA Training Conference

AUGUST 28 - SEPTEMBER 1, 2023

Gaylord Texan Resort
Grapevine, TX

SUBJECT: Approval of Community Civic Event - Porterville Breakfast Rotary - Run for Life - September 9, 2023

SOURCE: Finance

COMMENT: The Porterville Breakfast Rotary is requesting approval of the "Run for Life" event on Saturday, September 9, 2023 beginning at 8:00 AM. The event is a 5k Run / Walk and will take place at Granite Hills High School. The sponsor is requesting the use of the surrounding streets and sidewalks, including portions of Putnam Avenue, Olive Avenue, Crestview Street, Morton Avenue, Conner Street, and Tulsa Street.

This request is made under the Community Civic Events Ordinance No. 1326, as amended. The application has been routed according to the ordinance regulations and reviewed by all City departments involved. The requirements and restrictions are contained in the attached Application and Agreement, Exhibit A and Exhbit B.

RECOMMENDATION: That the City Council approve the Community Civic Event application from Porterville Breakfast Rotary to hold the "Run for Life" event on September 9, 2023, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A and Exhibit B.

ATTACHMENTS:
1. CCE Application and Agreement, Map, Exhibit A, Exhibit B, Outside Amplifier Permit, and Certificate of Liability Insurance

Appropriated/Funded:

Review By:

Department Director:
Maria Bemis, Finance Director

Final Approver: Patrice Hildreth, Deputy City Manager

CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257
559-782-7451 Fax: 784-4569 www.ci.porterville.ca.us

(Incomplete applications can delay permit process)

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

DO YOU HAVE? *Event Flyer?* *E-mail address?* *Website?*

Application date: 02/16/23 Event date: Sep. 9th, 2023

Event time: 8 AM

Name of Event: porterville Breakfast Rotary Run for life

Sponsoring organization: Porterville Breakfast Rotary Phone # 359-9815

Address: P.O Box 149 porterville, Ca. 93257

Authorized representative: Shelley Cumming Phone # 781-1005

Address: 24 S. Cobb St. Porterville, Ca. 93257

Event chairperson: Shelley Cumming Phone # 781-1005

Location of event Granite Hills highSchool

(Location map must be attached)

Type of event: 5k Run/walk

Non-profit organization status: 501(c)3 91-179-7687

(IRS Determination)

City services requested (fees associated with these services will be billed separately):

Barricades (quantity): 2 Street sweeping Yes X No ___

Police protection Yes X No ___ Refuse pickup Yes ___ No X

Other: 100 Cones, Signal Control, Police escort

Parks facility application required: Yes ___ No X Attached ___

Assembly permit required: Yes ___ No X Attached ___

STAFF COMMENTS (list special requirements or conditions for event):

Appr.	Deny		
___	___	Bus. Lic. Spvr.	___
___	___	Pub. Works Dir	___
___	___	Comm. Dev. Dir.	___
___	___	Field Svcs. Mgr.	___
___	___	Fire Chief	___
___	___	Parks Dir.	___
___	___	Police Chief	___
___	___	Admin. Svcs. Dir.	___

CITY OF PORTERVILLE

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

What constitutes a Community Civic Event?

A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures. This application must be submitted NO LESS THAN 30 DAYS PRIOR to the date of the event in order to obtain City Council approval.

All City Code requirements are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit our City of Porterville website at www.ci.porterville.ca.us/govt/CityClerk/, Porterville Municipal Codes. For questions or concerns please call 559-782-7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred ($100) for the first violation.

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. **The City of Porterville and Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured.** A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. **This original certificate and endorsement shall be submitted to the Finance Department prior to the City of Porterville Council's approval.** *The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than one million dollars ($1,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)*

Authorized Representative Initials

Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include **full liquor liability** in an amount not less than one million dollars ($1,000,000) per occurrence. The City of Porterville shall be named as additional insured against all claims arising out of or in connection with the issuance of this permit or the operation of the permitted, his/her agents or representatives pursuant the permit. **Claims-made policies are not acceptable.**

Authorized Representative Initials

Health permit: Organization/Applicant **will obtain or ensure** that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health Department located at 5957 S. Mooney Blvd., Visalia, CA, 93277, call 559-733-6441, or fax information to 559-733-6932; or visit their website: www.tularehhsa.org.

Authorized Representative Initials

First aid station: Organization/Applicant will establish a first aid station, with clearly posted signs, to provide basic emergency care, such as ice/hot packs, bandages, and compresses.

Authorized Representative Initials

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees.

Porterville Breakfast Rotary		2/16/2023
(Name of Organization)	(Signature)	(Date)

CITY OF PORTERVILLE

VENDOR/PARTICIPANT LIST IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: Porterville Breakfast Rotary Run for Life

Sponsoring organization: porterville Breakfast Rotary

Location: Granite Hills highSchool Event date: 9/9/23 Event time: 8AM

All vendors are required to complete the business license permit form. List all firms, individuals, organizations, etc., that will engage in selling at or participate in the above-named event. **NO PERMIT WILL BE ISSUED WITHOUT THIS INFORMATION.** Vendors with no valid City of Porterville business license are required to pay $1 per day to the City, with the exceptions of non-profit organizations per *City of Porterville Municipal Code 15-20(E) Community Civic Events (16). This form should be completed at the time of application, but must be submitted **NO LESS THAN ONE WEEK PRIOR TO THE EVENT.**

Vendor name	Address/Telephone	Business License required?	Type of Activity
Porterville Breakfast Rotary	P.O box 14993258		Running Event

*Municipal Code 15-20(E) Community Civic Events (16): *Business License Fees: Any individual, company, firm, concessionaire, fair operator, carnival operator, etc., who engages in, conducts, organizes, or promotes business for profit shall pay a business license fee of one dollar ($1.00) per day per amusement, entertainment, exhibit, ride or per booth, space, stall, stand or other unenclosed location used for the purpose of advertising, promoting, or sale of, or taking orders for, goods or services: except that no individual, company, firm concessionaire, fair operator, carnival operator, etc., who possesses a valid city business license shall be subject to separate licensing pursuant to this subsection E16.*

The nonprofit sponsor shall collect said fee and remit the fee to the city within five (5) working days following the CCE. Said remittance shall be accompanied by a complete list of participants and consecutively numbered receipts written in triplicate, containing the name, address and telephone number of the licensee, and the licensee's California seller's permit number. Said receipts shall be furnished by the city. One copy of the receipt shall be furnished to the licensee, one copy filed with the finance department of the city, and one copy retained by the CCE sponsor for a period of three (3) years for audit purposes.

CITY OF PORTERVILLE

REQUEST FOR STREET CLOSURES AND PUBLIC PROPERTY USAGE IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: Porterville Breakfast Rotary Run for life

Sponsoring organization: Porterville Breakfast Rotary

Event date: 9/9/23 Hours: _____

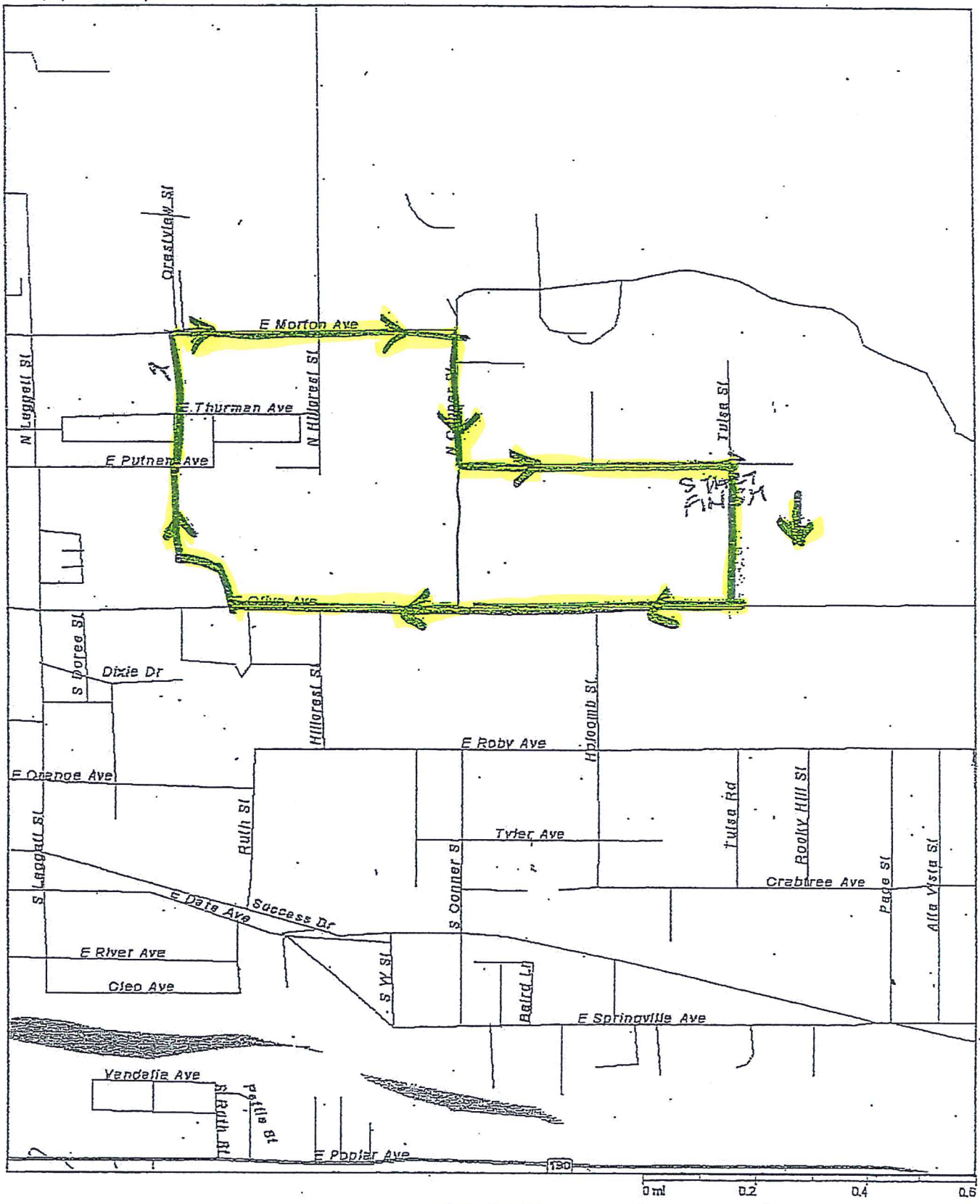
ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

Street Name	From	To	Activity
Putnam			5k Run/Walk
Olive			
Crestview			
Morton			
Conner			
Putnam	Conner	TULSA	
Tulsa	Putnam	Olive	

Sidewalks	From	To	Activity
Putnam			
Olive			
Crestview			
Morton			
Conner			

Parking lots and spaces	Location	Activity
Granite Hills High School		participant Parking



Streets Plus

Porterville Breakfast Rotary
5K Fun Run

N
W E
S

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Requirements for Community Civic Event

Porterville Breakfast Rotary

Porterville Breakfast Rotary Run for Life

September 9, 2023

City Engineer: *D. Cervantez*	No comments.
Community Development Director: *J. Ridenour*	No comments.
Public Works Director: *M. Knight*	No comments.
Fire Marshal: *C. Dignam*	No comments.
Parks and Leisure Services Director: *D. Moore*	No comments.
Police Lieutenant: *R. Moore*	Please see Exhibit B.
Deputy City Manager: *P. Hildreth*	Risk Management requires $2M in Commercial General Liability coverage, with the City of Porterville named as an additional insured. Proof of this coverage is required by way of a Certificate of Insurance with the attached Endorsement page. Also, all participants or legal guardians if applicable must sign a waiver of liability.
Field Services Superintendent: *B. Spry*	No comments.
Field Services Superintendent – Streets: *J. Baeza*	No comments.

Requirements for Community Civic Event

Sponsor:	Porterville Breakfast Rotary
Event:	Porterville Breakfast Rotary Run for Life
Event Chairman:	Shelley Cumming
Location:	Granite Hill High School, Porterville Ca
Date of Event:	September 9, 2023 (8:00 a.m.)

RISK MANAGEMENT: Conditions of Approval

That the Porterville Breakfast Rotary provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than $2,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permitted operation and sponsorship of the aforementioned Community Civic Event.

A. The Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than $1,000.

B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A: VII, and the insurance company must be an 'admitted' insurer in the State of California.

CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application

Porterville Breakfast Rotary Run for Life
September 9, 2023 / 6:00 AM—12:00 PM
Granite Hills High School and surrounding area, Porterville

Recommendations/Requirements:

- City Council approval is required for all street closures.
- Any/all aid stations and/or check points must be out of the roadway, and not in a position to interfere with traffic.
- Event staff on the race route should wear highly visible attire.
- If/when near a roadway, participants should be directed to stay to the side of the roadway so as to not disrupt the normal flow of traffic.
- Staff at aid stations and check points should have a means of communication by which they may summon assistance in the event of an emergency.
- Food vendors, in the event that some develop during the planning of the event, should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- An Outside Amplifier Permit has been approved. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of the event, organizers shall ensure the parkway and race route is promptly cleared of any vehicles, equipment, booths, or anything that could present a hazard to pedestrians or vehicles.
- Event organizers shall contact Porterville Police Watch Commanders well in advance of the event for informational purposes and to identify any additional policing concerns/requirements. Contact may be made with Lieutenant Azevedo, Lieutenant Gurule or Lieutenant Hatch at (559) 782-7410.

Ron Moore, Lieutenant
Porterville Police Department

Exhibit B

CITY OF PORTERVILLE
OUTSIDE AMPLIFIER PERMIT
(City Ordinances #18-9 & 18-14)

This application must be submitted ten *(10)* days prior to the date of the event. A copy of this permit must be at the operating premises of the amplifying equipment for which this registration is issued.

1 Name and home address of the applicant: Shelley Cumming
3674 Ave 236 Tulare, Ca. 93274

2 Address where amplification equipment is to be used: Granite Hills High 707 E. Putnam

3 Names and addresses of all persons who will use or operate the amplification equipment: _____

4 Type of event for which amplification equipment will be used: 5k / Run / Walk

5 Dates and hours of operation of amplification equipment: Sep. 9, 2023 6AM - 12pm

6 A general description of the sound amplifying equipment to be used: _____

Section 18-9 It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort.

The operation of any such instrument, phonograph, jukebox, machine or device in such manner as to be plainly audible at a distance of one hundred feet (100') from the building, structure, vehicle, or place in which, or on which it is situated or located shall be prima facie evidence of a violation of this section. (Ord. Code § 6311)

Section 18-14 It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall by the council be deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 6312)

Penal Code Section 415 (2) Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars ($400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

I hereby certify that I have read and answered all statements on this registration form and that they are true and correct.

Shelley — *Signature of Applicant*

2/16/2023 — *Date*

THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED. HOWEVER, WE URGE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT.

Rachel Wilson 153 — *City of Porterville, Chief of Police/Designee*

6.23.2023 — *Date*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/09/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
2850 Golf Road
Rolling Meadows IL 60008

CONTACT NAME: Ali Sulita
PHONE (A/C, No, Ext): 1-833-3ROTARY **FAX (A/C, No):** 630-285-4062
E-MAIL ADDRESS: rotary@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westchester Surplus Lines Insurance Company	10172
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
All Active US Rotary Clubs & Districts
Porterville Breakfast Rotary Club
ATTN: Risk Management Dept.
1560 Sherman Ave.
Evanston, IL 60201-3698

COVERAGES **CERTIFICATE NUMBER:** 899307648 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	☐ CLAIMS-MADE ☒ OCCUR	Y		G73578917 001	7/1/2022	7/1/2023	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
	X Liquor Liability Included						MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$2,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$4,000,000
								$
A	AUTOMOBILE LIABILITY							
	☐ ANY AUTO			G73578917 001	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	X HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR							
	☐ EXCESS LIAB ☐ CLAIMS-MADE			NOT APPLICABLE			EACH OCCURRENCE	$
	☐ DED ☐ RETENTION $						AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)			NOT APPLICABLE			E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER
City of Porterville
291 N. Main St.
Porterville, CA 93257

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Cynthia L. La Montaine

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ENDORSEMENT #

This endorsement, effective 12:01 AM 07/01/2022

Forms a part of policy no.: G73578917001

Issued to: US ROTARY CLUBS & DISTRICTS

C/O ROTARY INTERNATIONAL

By: WESTCHESTER SURPLUS LINES INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG 2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

City of Porterville and Successor Agency to the Porterville
Redevelopment Agency
291 N. Main Street
Porterville, CA 93257

RE: Rotary Club of Porterville Breakfast - Run For Life

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

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2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.

Authorized Representative

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SUBJECT: Approval of Reorganization within the Police Department

SOURCE: Police

COMMENT: The Police Department continues to seek ways in which to increase efficiencies in order to most expeditiously deliver police services and provide the best public safety to its residents. The Police Department has historically been able to meet the ever-changing demands of public safety by adeptly identifying challenges and solutions as they arise.

The Chief of Police and command staff continually evaluate the structure of the Police Department in efforts to further identify potential changes that will enhance overall Department efficiency, assist with span of control, and provide the best quality of service to the city and its residents. This includes evaluating the current structure of the Department, the growth of the Department, and the growth of the city. As it relates to increased oversight of line-level supervisors, uniformed patrol, Detectives, animal control, and records personnel, it has been determined that the establishment of new structural command and reorganization within the Department is needed for maximum efficiency, to assist with the span of control of employees, and assist with operational duties and departmental oversight.

When looking at this proposed departmental reorganization, many options were considered, which included adding new positions at the command level to reallocating existing personnel. In all the options, considered were budget impacts, staffing impacts, and how it might affect other departments within the City.

To this end, staff herein presents a proposed reorganization of the Police Department. The proposed reorganization of the Department would formalize a new division, which would be the “Administrative Services Division." Historically, the functions have been designated under the current system of the Investigations/Services Division. As this current Division grows, investigations have grown and time-consuming cases have developed, which has shown the need to bifurcate the Division and allocate some of these collateral duties. This would leave both the Patrol Division and the Investigations Division operating as independent divisions, increasing productivity, time management, increasing supervision, mid-level management, and command effectiveness. The newly proposed Administrative Services Division would be responsible for the following duties:

- Professional Standards and Training Unit (Internal Affairs, Training,

Education, pre-employment)

- Crime Prevention/Juvenile Diversion Unit
- Communications Unit
- Police Volunteer Unit
- Evidence/Crime Scene Unit
- Records Unit
- Police Crime Analyst
- Departmental Vehicle Fleet
- Departmental Grants
- Departmental Audits
- Departmental Property/Firearms
- Senate Bill 2 requirements
- Assembly Bill 481 requirements
- Assembly Bill 1421/391 requirements
- Officer/police personnel Wellness and Peer Support Unit
- Workers Compensations claims/4850 Personnel/Military Leave
- Special Projects

With regard to staffing, it is proposed that the City Council authorize the creation of a new classification to command the Administrative Services Division: Assistant Chief of Police. To assist in funding this new position, it is proposed that the reallocation of salary from a vacant Community Service Officer position within the Crime Prevention Unit, which is approximately $52,860, not including the benefits package. With current changes in California juvenile laws and the reduction of prosecutable juvenile crimes, there is a need to reallocate this funding toward departmental oversight. This would leave the same staffing levels in the Crime Prevention Unit with current staffing as a Police Corporal and a Community Service Officer in the Crime Prevention/Juvenile Diversion Unit.

As part of the reorganization, command staff looked at all units within the Department. Needed line-level supervision was identified in the Records Unit, given personnel have increased over the past nine years, prompting the need for a Senior Records Clerk. The City's Position Pay Plan already has an allocated Senior Records Clerk for the Police Department, which has gone unfunded for many years. It is proposed one Records Clerk position funding be reallocated to support the hiring of a Senior Records Clerk. This will create line-level supervision for the Records Unit, which will in turn provide direct oversight and efficiency for this important Unit.

Finally, during this evaluation of reorganization, staff studied the Police Department's Public Safety Information Technology (IT) Analyst position. Although the Department continues to need full-time and ongoing IT support daily, the supervisory/management structure of this position should be re-evaluated. In ongoing meetings with the Finance Director and the IT Manager, it is proposed the direct supervisory responsibility should fall under the IT Manager.

The City's IT Division in the Finance Department is a broad category covering

functions including all City building communications networks, and most of all safeguarding secured data and information from outside sources, which could compromise City IT platforms if breached. IT troubleshooting computers, telecommunications, and technological platforms, is a precise area of expertise. It is proposed that during this reorganization of the Police Department, the IT Public Safety Analyst will still be assigned in a full-time capacity at the Police Department, but the funding for the position be redirected to the IT Division and the Public Safety IT Analyst will fall directly under the supervision of the IT Manager. This will create a direct line of supervision for the Public Safety IT Analyst from an IT manager with the expertise and industry knowledge of best practices in information technology.

The proposed changes are as follows:

1. New Classification: Assistant Chief of Police.
In order to increase efficiency and responsiveness in the execution of the Police Department's service of public safety, the Assistant Chief of Police would command the new Administrative Services Division and report directly to the Chief of Police. It is proposed that this at-will classification be established at Salary Range 268 ($9,483 - $11,573) and the reallocation of funding from one Community Service Officer be redirected to the Assistant Chief of Police position. This position would be unrepresented for bargaining purposes.

2. Allocate: Senior Records Clerk:
It is proposed that the existing classification of Senior Records Clerk be funded and the reallocation of funding from one Records Clerk be redirected to the Senior Records Clerk position. Allocate funding for Senior Records Clerk, at Salary Range 164 ($3,367 - $4,109). This position would report directly to a Police Lieutenant, create line-level supervision, provide direct oversight, and be in the Public Safety Support Unit for the purpose of bargaining purposes.

3. Reallocate: Public Safety IT Analyst
Propose the Police Department's Public Safety IT Analyst funding be reallocated to the City's IT Division. Assign the Public Safety IT to the Police Department for IT projects, but direct supervision to fall under the purview of the IT Manager. This position would report directly to the IT Manager but remain in the Public Safety Support Unit for the purpose of bargaining purposes.

RECOMMENDATION: That the City Council:
1. Approve the reorganization of the Porterville Police Department to form a new "Administrative Services Division" within the Department;
2. Approve the establishment of a new Assistant Chief of Police classification at Salary Range 268 ($9,483 - $11,573) and the unallocation of one Community Service Officer position at Salary Range 171 ($3,610 - $4,405);
3. Approve the allocation of one Senior Records Clerk

classification at Salary Range 164 ($3,367 - $4,109) and the unallocation of one Records Clerk at Salary Range 159 ($3,141 - $3,832);
4. Approve the reallocation of funding of one Public Safety Information Technology Analyst at Salary Range 205 ($5,014 - $6,119) to the City's Information Technology Department; and
5. Authorize Human Resources and Finance Department staff to amend such documents as may be necessary to effectuate such proposed changes.

ATTACHMENTS:

1. Position Description: Assistant Chief of Police
2. Position Description: Senior Records Clerk
3. Position Description: Public Safety Information Technology Analyst I

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: John Lollis, City Manager

ASSISTANT CHIEF OF POLICE

DEFINITION

Under general direction by the Chief of Police, plans, organizes, and directs the City's law enforcement services; performs related duties as required. Act as department head in the absence of Chief of Police.

DISTINGUISHING CHARACTERISTICS

This position serves as a member of the City's management team. The employee in this position works under the direction, and is appointed by Chief of Police. This class is distinguished from the Chief of Police by its emphasis on providing hands-on administrative departmental direction, whereas the Chief of Police provides strategic, and long-term planning extending beyond the scope of departmental administration.

REPRESENTATIVE DUTIES

The duties listed below are examples of the work typically performed by employees of this class. An employee may not be assigned all duties listed and may assigned duties which are not listed below. Marginal duties are those which are least likely essential functions for any single position.

1. Assist the Chief of Police in development of plans, organizes, coordinates, and directs the maintenance of law and order for the protection of life and property, the regulation of traffic, and the apprehension, arrest, and detention of violators and alleged violators of the law.

2. Analyzes operational/investigative/administrative demands and devises plans to meet needs; confers with legal advisors, citizens, and City officials on law enforcement issues; assists in development municipal law enforcement policies.

3. Meets and consults with management staff, the public, legal advisors, and representatives of other governmental agencies; speaks before and/or makes presentation to City Council, other governmental agencies, and a variety of civic organizations at direction of the Chief of Police.

4. Coordinates day to day municipal law enforcement activities with those of other agencies; attends conferences and workshops in order to maintain currency of law enforcement services and keep abreast of new developments in the field.

5. Assists in selecting personnel and enforces discipline and training regulations; conducts and/or participates in disciplinary hearing; develops promotional processes; directs the assignments of personnel and equipment, as well as help development and execution of training of programs with the Professional Standards and Training Unit.

6. Supervises the conduct of special studies and projects; assist in preparation of comprehensive reports; advises Chief of Police of department activities; assists in department budget projects and requests.

7. Works in cooperation with the Chief of Police on special projects requiring technical expertise. Oversee administrative investigations, special department grants, professional standards and training, Departmental audits, Departmental property/firearms, Departmental Fleet, yearly Senate Bill and Assembly bill requirements, Crime Prevention, as well as any other activities, as needed or assigned by the Chief of Police.

8. Act as department head in the absence of Chief of Police; provide leadership and direction for the police department and in the area of public safety during absence; and preform related work as required.

9. Represents and supports the policies and procedures established by the Chief of Police, City Council, City Manager and Department Heads.

EMPLOYMENT STANDARDS

Education and/or Experience
POST Supervisory, Advanced and Management Certificates.

Graduation from an accredited college with a Bachelor's degree in Criminal Justice, public or business administration and/or similar degree and five years of progressively responsible management experience in a local California law enforcement agency and/or any combination of training and experience that provides the desired knowledge and abilities. A Master's degree in public administration or related field, P.O.S.T. Command College, or F.B.I. National Academy, is desirable.

Knowledge of:
Principles, practices, and techniques of law enforcement and administration; causes prevention, and control of delinquency; traffic enforcement and education; rules of evidence, rights of citizens and prisoners, laws pertaining to search, seizure, and arrest; court procedures; supervisory and public relations techniques; interagency communication and assistance techniques and practices; municipal organization and administration; principles and practice of police administration; patrol methods, criminal investigation and identification techniques; physical administrative procedures and techniques; current civil and criminal laws; personnel administration and due process rights of employees concerning disciplinary processes.

Ability to:
Develop comprehensive plans to satisfy future needs for department service; interpret, explain and apply laws, regulations, rules, department policies and procedures; think and act appropriately in emergency situations; supervise the work of others; plan, organize, assign, and direct the activities of department staff; understand and follow verbal and written directions; write clear, concise, and accurate reports; use and care for small firearms and other equipment; communicate effectively, both verbally and in writing and by any form of communication device; analyze situations and resolve within established policy; establish and maintain effective relationships with superiors, peers, subordinates, and the general public; make public presentations; operate a computer terminal; maintain range qualifications and other law enforcement skills.

Special Requirements
Possession of or ability to obtain a valid California Driver's License.
Candidates other than promotional applicants will be required to pass a police background investigation.

Physical Demands
Strength, stamina, coordination and balance to stand and walk for long periods, bend and reach to conduct inspections, climb up and down ladders, run in pursuit of detainees, physically restrain uncooperative and violent individuals, drive vehicles in high speed pursuit, carry equipment and supplies; remain alert in a confined space on all shifts; vision to see details in low light; coordination, vision and strength for use of firearms; occasional lifting of objects weighing up to 50 lbs.; strength to move the weight of an adult human body.

WORKING CONDITIONS

Work in confined spaces; stress of working with detainees, persons under the influence of alcohol and drugs, emotional individuals, and resistive and combative persons; stress of exposure to personally dangerous individuals and circumstances including dead, injured and sick individuals; exposure to individuals with communicable diseases; exposure to hazardous materials.

SENIOR RECORDS CLERK

DEFINITION

Under general supervision, assists with the supervision of the Records Unit by providing technical assistance and oversight responsibility for ongoing activities and participates in the preparation, processing, maintenance and management of department activities related to police records and record keeping; performs related duties as required.

REPRESENTATIVE DUTIES

The duties listed below are examples of the work typically performed by the employee of this class. Not all assigned duties may be listed and some assigned duties may not be listed below. Marginal duties (shown in italics) are those which are non-essential job functions for this class.

1. Oversees and participates in police records preparation, processing and filing; maintain security of police records, ensuring the information is released in accordance with related laws and department policies.

2. Reviews a variety of written reports for accuracy including reports for California Bureau of Criminal Statistics, Uniform Crime Reports, incident reports, and prepares the unit activity report; routes police administrative reports to appropriate divisions for processing; prepares and processes reports required by Court.

3. Reviews warrants to be served for accuracy of information and due diligence issues; testifies in court.

4. Prepares and conducts periodic training sessions; schedules personnel for training; assigns work tasks; receives and routes requests for leave; reviews work in progress; advises on proper procedures and ensures correction are made; advises supervisor of potential problems and concerns from staff.

5. Inspects equipment to assure its proper working conditions and arranges for regular and special servicing.

EMPLOYMENT STANDARDS

Education and/or Experience

Three years of experience in police records maintenance or any combination of training and experience that provides the desired knowledge and abilities.

Knowledge of:
Principles and practices of law enforcement records management; computerized systems used in municipal law enforcement agencies; laws, codes, regulations and policies relating to the control of police records; general office procedures; principles and practices of supervision.

Ability to:
Communicate clearly and concisely, both verbally and in writing; conduct research and prepare reports; mange police records systems; establish and maintain effective working relationships with superiors, peers, subordinates and the general public; deal with the public in situations requiring diplomacy and tact; maintain confidentiality; exercise judgment; work independently; supervise and train assigned staff; deal constructively with conflict and develop effective resolutions; respond to emergency and problem situations; understand, explain and apply policies and procedures; use a typewriter or computer in entering and retrieving data and/or typing letters, forms and reports; type at a rate sufficient to perform assigned duties.

Special Requirements
Possession of or ability to obtain a valid California Driver's License may be required.

Must be 18 years of age and be able to successfully pass a psychological examination and an extensive background check.

Physical Demands
Strength, dexterity, coordination, and vision to use a keyboard for prolonged periods on a regular basis. Dexterity and coordination to handle files and single pieces of paper; occasional lifting of objects weighing up to 25 lbs. such as files, stacks of papers, reference and other materials. Moving from place to place within the office; some reaching for items above and below desk level.

WORKING CONDITIONS

Generally clean work environment with limited exposure to conditions such as dust, fumes, odors, or noise. A computer used on a daily basis. Periodic contact with angry and upset individuals.

Date Adopted: August 6, 1996

PUBLIC SAFETY INFORMATION TECHNOLOGY ANALYST I

DEFINITION

Under general direction, reviews, analyzes and evaluates information technology systems, manages advance client/server and desktop computer systems, network designs, and monitoring, and performs related duties as assigned.

REPRESENTATIVE DUTIES

The duties listed below are examples of the work typically performed by the employee of this class. An employee may not be assigned all duties listed and may be assigned duties which are not listed below. Marginal duties are those which are ***least*** *likely to be essential functions for any single position in this class.*

1. Maintains and supports the City network and computer resources; Conducts general analysis, troubleshoots and resolves computing, network and communication technology problems; Responds to calls to the Information Technology helpdesk and answers general questions regarding the methods and procedures for utilizing computer resources.

2. Assists in the installation of computer hardware, applications, network devices, and communication equipment; creates user documentation and trains staff in the proper use of computer equipment and general or departmental based applications.

3. Provides assistance in the development of technology resources; establishes testing methodologies to ensure applications and hardware are tested and debugged before utilization; assists in the implementation of enhancements; maintains documentation and procedures.

4. Provides client side application support and assigned administration; monitors and supports specific aspects of user accounts management, computer name services, remote access, IP assignments and promotes proper access to departmental or City file storage and applications; monitors and supports specific aspects of City e-mail and internet access, including filtering; maintains the City's web presence; performs daily/weekly back-up process; files redundancy procedures and assists in the disaster recovery process.

5. Provides support in the administration and maintenance of the City network infrastructure and data communication equipment; contacts vendors and professional consultants for additional technical support and suggests modifications to meet user requirements; writes scripts or implements programs to automate and manage access to technology resources.

6. Stays up-to-date on emerging technologies and the potential effectiveness of these advancements in the current system.

7. Represents and supports the resources and policies established by the City Council, City Manager, and Department Heads.

8. Performs other duties as assigned.

EMPLOYMENT STANDARDS

Education and/or Experience
Graduation from an accredited college with a Bachelor's degree in computer science or closely related field and 1 year of experience in information technology administration that includes LAN/WAN/WWAN management, Microsoft Windows XP and Windows 7 desktop environment, and Windows 2003/2008/2010, x32/x64 bit server technology. Experience with Microsoft Exchange, Active Directory, Group Policies, Internet Information Services, DHCP, DNS, anti-virus, and firewall technologies or any combination of training and experience that provides the desired knowledge and abilities.

Knowledge of:
Current technology principles, theories, techniques, and methods of information system analysis, processing, and operations; wired and wireless LAN/WAN technologies and administration; Microsoft Windows desktop, virtualization and server OS environments, mobile, desktop, and server applications; imaging and database design and technologies.

Ability to:
Operate standard Windows desktop, server, and communication technology; write technical reports and documentation, memoranda, e-mail, and complex instructions; communicate effectively on technical issues with individuals with varying degrees of computer literacy; collect and analyze data; establish and maintain good working relationships with others

Special Requirements
Possession of or ability to obtain a valid California Driver's License. Candidates seeking a position in the police department must be able to pass an extensive background check.

Physical Demands
Strength, dexterity, coordination and vision to use keyboard and video display terminal for long periods of time. Dexterity and coordination to handle files and single pieces of paper; occasional lifting of objects weighing up to 25 lbs., such as, files, stacks of paper, and other reference materials. Moving from place to place within an office; some reaching for items above and below desk level.

WORKING CONDITIONS

Generally clean work environment with limited exposure to conditions such as dust, fumes, odors, or noise. Video display terminal is used on a daily basis. Periodic contact with angry and upset individuals.

SUBJECT: Financial Status Reports

SOURCE: Finance

COMMENT: The City Charter requires financial reports to be provided to City Council on a monthly basis. Council Minute Order No. 10-011607 approved the recommended change in submittal of the interim financial status reports and established the requirements and parameters in the presentation of the reports.

In accordance with Council Minute Order No. 10-011607, the preliminary financial status reports for the year ended June 30, 2023, are submitted. These reports are preliminary as accruals of both revenues and expenditures for the fiscal year are still being processed.

RECOMMENDATION: That the City Council accept the preliminary financial status reports as presented.

ATTACHMENTS:
1. Preliminary Financial Status Reports - Fiscal Year 2022-2023

Appropriated/Funded:

Review By:

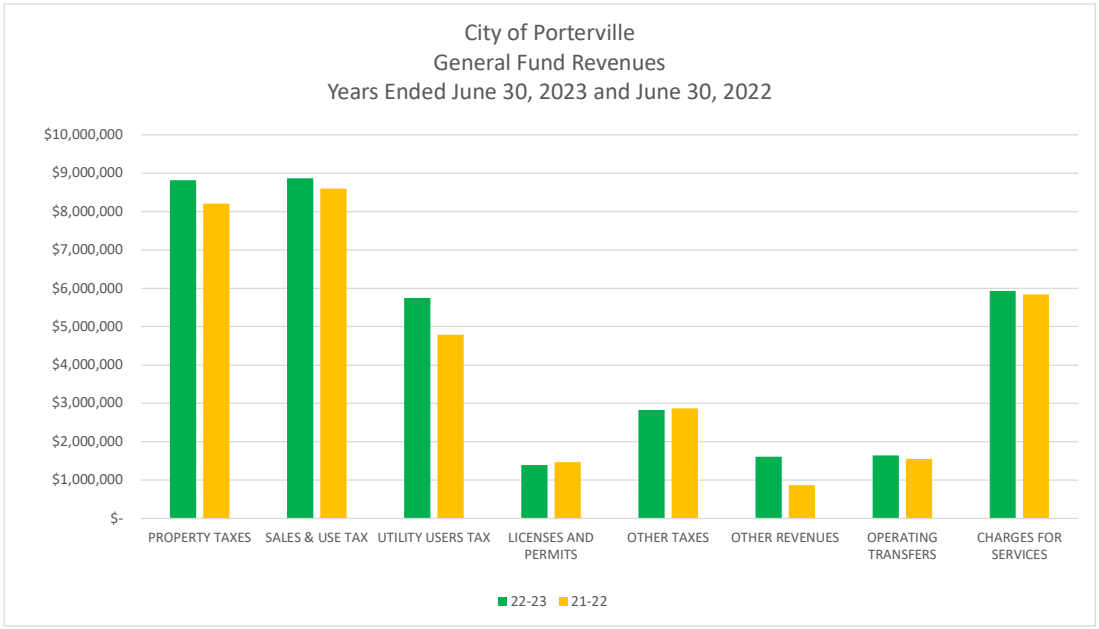
Department Director:
Maria Bemis, Finance Director

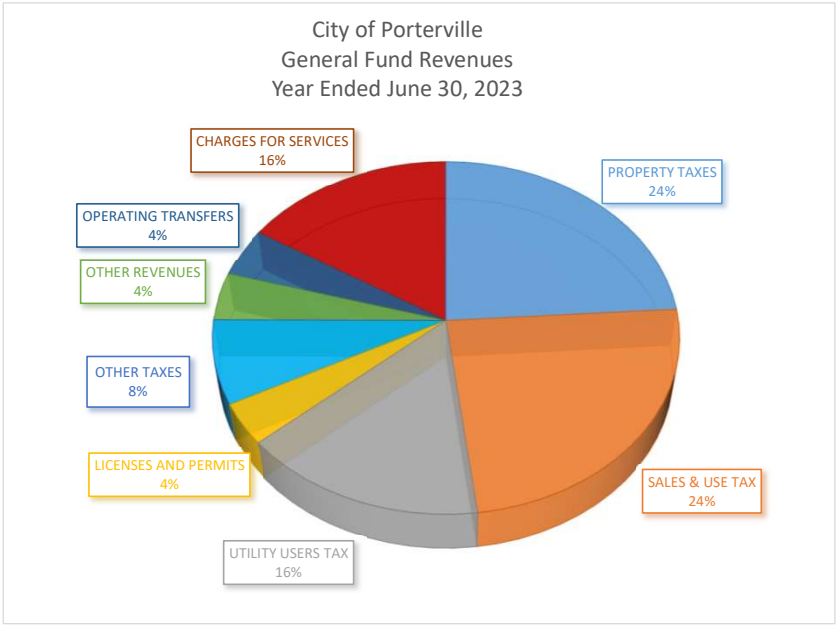
Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

REVENUE STATUS REPORT - GENERAL FUND
FOR THE YEARS ENDED
JUNE 30, 2023 AND JUNE 30, 2022
PRELIMINARY

REVENUE SOURCE	2022-2023 ESTIMATED REVENUE	2022-2023 YEAR-TO-DATE REVENUE	% OF ESTIMATE	2021-2022 ESTIMATED REVENUE	2021-2022 YEAR-TO-DATE REVENUE	% OF ESTIMATE
PROPERTY TAXES	$ 8,373,700	$ 8,819,482	105.32%	$ 8,083,000	$ 8,208,963	101.56%
OTHER TAXES:						
SALES AND USE TAX	8,361,626	8,439,819	100.94%	6,771,812	8,164,145	120.56%
UTILITY USERS TAX	4,600,000	5,742,657	124.84%	4,000,000	4,784,200	119.61%
TRANSIENT OCCUPANCY TAX	840,000	797,926	94.99%	575,000	841,823	146.40%
PROPERTY TRANSFER TAX	120,000	104,249	86.87%	105,000	189,671	180.64%
FRANCHISE TAX	1,661,134	1,838,225	110.66%	1,651,134	1,741,770	105.49%
SALES TAX - PUBLIC SAFETY	300,000	421,769	140.59%	260,000	441,963	169.99%
LICENSES AND PERMITS:						
BUSINESS AND OTHER LICENSES	511,300	845,095	165.28%	437,100	555,054	126.99%
CONSTRUCTION PERMITS	750,000	544,133	72.55%	620,000	907,775	146.42%
REVENUE FROM AGENCIES-TAXES:						
VEHICLE LICENSE FEES	68,000	64,219	94.44%	43,000	68,820	160.05%
OTHER TAXES	22,000	20,838	94.72%	24,000	21,716	90.48%
REVENUE FROM AGENCIES-GRANTS	167,538	326,609	194.95%	191,507	282,015	147.26%
USE OF MONEY AND PROPERTY	304,000	1,011,644	332.78%	397,414	418,281	105.25%
FINES AND FORFEITURES	32,500	24,264	74.66%	22,200	37,922	170.82%
CHARGES FOR SERVICES:						
PLANNING AND ENGINEERING	123,000	136,458	110.94%	123,500	140,566	113.82%
POLICE	351,500	438,708	124.81%	363,000	371,125	102.24%
FIRE	40,500	120,229	296.86%	26,500	207,372	782.53%
LIBRARY	10,000	12,906	129.06%	10,000	466	4.66%
RECREATIONAL	3,098,755	2,569,256	82.91%	1,931,000	2,463,198	127.56%
INTERDEPARTMENTAL	2,600,000	2,575,922	99.07%	2,400,000	2,572,142	107.17%
OTHER	48,636	78,388	161.17%	21,590	83,006	384.46%
OTHER REVENUES	71,000	243,651	343.17%	59,000	124,065	210.28%
SUBTOTALS	$ 32,455,189	$ 35,176,448	108.38%	$ 28,215,757	$ 32,626,059	115.63%
OPERATING TRANSFERS	1,282,345	1,239,983	96.70%	1,254,945	1,228,447	97.89%
DEBT SERVICE TRANSFERS	269,264	198,497	73.72%	244,828	323,356	132.07%
TOTALS	$ 34,006,798	$ 36,614,928	107.67%	$ 29,715,530	$ 34,177,861	115.02%

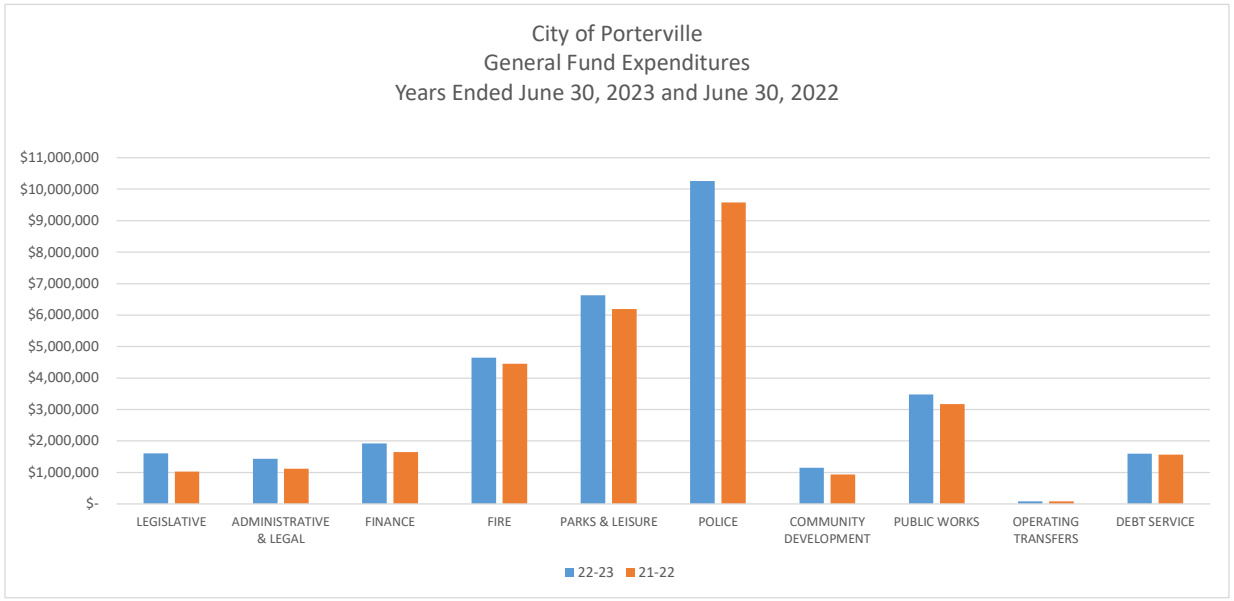

City of Porterville
General Fund Revenues
Years Ended June 30, 2023 and June 30, 2022
$10,000,000
$9,000,000
$8,000,000
$7,000,000
$6,000,000
$5,000,000
$4,000,000
$3,000,000
$2,000,000
$1,000,000
$-
PROPERTY TAXES
SALES & USE TAX
UTILITY USERS TAX
LICENSES AND PERMITS
OTHER TAXES
OTHER REVENUES
OPERATING TRANSFERS
CHARGES FOR SERVICES
22-23
21-22

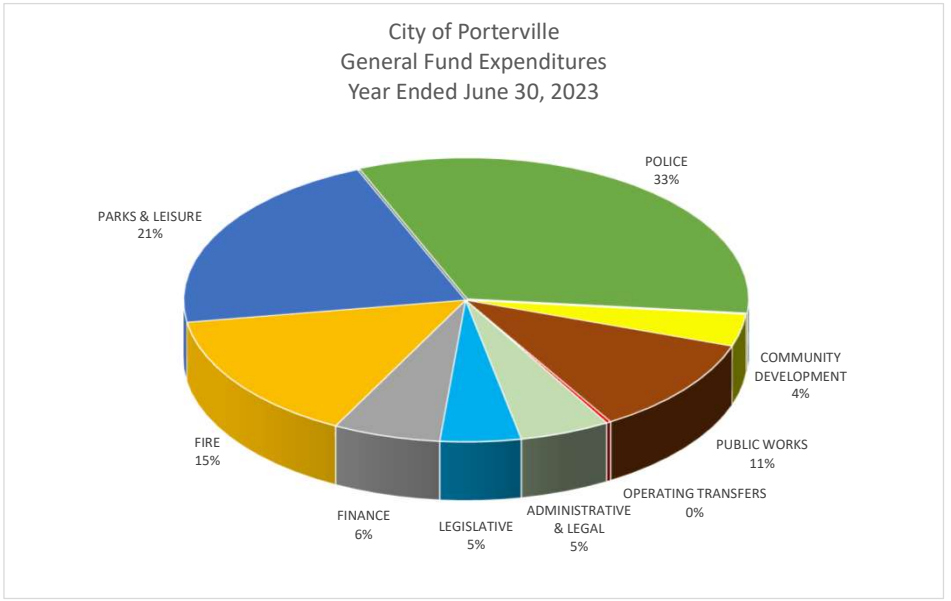

City of Porterville
General Fund Revenues
Year Ended June 30, 2023
CHARGES FOR SERVICES 16%
PROPERTY TAXES 24%
OPERATING TRANSFERS 4%
OTHER REVENUES 4%
OTHER TAXES 8%
LICENSES AND PERMITS 4%
SALES & USE TAX 24%
UTILITY USERS TAX 16%

CITY OF PORTERVILLE

EXPENDITURE STATUS REPORT - GENERAL FUND
FOR THE YEARS ENDED
JUNE 30, 2023 AND JUNE 30, 2022
PRELIMINARY

	2022-2023 AMENDED APPROP	2022-2023 YEAR-TO-DATE EXPEND	% OF APPROP	2021-2022 AMENDED APPROP	2021-2022 YEAR-TO-DATE EXPEND	% OF APPROP
LEGISLATIVE:						
CITY COUNCIL	$ 224,513	$ 229,555	102.2%	$ 459,917	$ 121,197	26.4%
COMMUNITY PROMOTION	330,952	230,568	69.7%	269,920	274,611	101.7%
EMERGENCY - LIBRARY	336,105	290,858	86.5%	580,000	637,442	109.9%
EMERGENCY - STORMS	-	863,764	-	-	-	-
ADMINISTRATIVE & LEGAL:						
CITY MANAGER	398,209	459,207	115.3%	338,118	371,262	109.8%
CITY CLERK	243,704	333,957	137.0%	230,830	204,201	88.5%
HUMAN RESOURCES	435,747	532,351	122.2%	308,868	386,990	125.3%
CITY ATTORNEY	225,000	117,354	52.2%	225,000	153,579	68.3%
FINANCE:						
FINANCE & ACCOUNTING	1,194,568	1,072,709	89.8%	957,538	913,146	95.4%
INFORMATION SERVICES	683,476	539,571	78.9%	523,625	464,256	88.7%
ADMINISTRATIVE SERVICES	323,154	308,056	95.3%	337,510	269,565	79.9%
POLICE PROTECTION	10,958,716	10,259,096	93.6%	11,023,315	9,572,618	86.8%
FIRE PROTECTION	4,751,581	4,647,386	97.8%	4,078,865	4,450,607	109.1%
COMMUNITY DEVELOPMENT:						
PLANNING & ZONING	742,784	698,680	94.1%	685,514	624,780	91.1%
ECONOMIC DEVELOPMENT	493,042	449,623	91.2%	397,139	314,163	79.1%
PUBLIC WORKS:						
ENGINEERING & BUILDING	1,687,371	1,808,949	107.2%	1,553,852	1,535,190	98.8%
STREET MAINTENANCE	546,410	589,948	108.0%	517,194	534,638	103.4%
SIGNALS, SIGNING & STRIPING	301,459	349,085	115.8%	319,000	304,564	95.5%
STREET LIGHTING	539,518	575,052	106.6%	537,552	600,678	111.7%
STORM DRAINS	92,585	79,233	85.6%	175,343	127,071	72.5%
PARKING LOTS	68,209	76,859	112.7%	64,552	71,170	110.3%
PARKS & LEISURE:						
PARK MAINTENANCE & OPERATION	2,662,004	2,685,292	100.9%	2,472,875	2,552,407	103.2%
STREET TREES & PARKWAYS	234,169	243,557	104.0%	251,710	226,327	89.9%
COMMUNITY CENTERS	96,217	2,441	2.5%	100,000	(1,100)	-1.1%
LEISURE SERVICES	392,434	393,545	100.3%	349,023	366,882	105.1%
LEISURE SERVICES - SPECIAL PROG	2,953,842	2,414,333	81.7%	2,933,915	2,250,863	76.7%
SWIMMING POOL	173,950	247,746	142.4%	173,950	196,912	113.2%
LIBRARY OPERATIONS	825,889	618,659	74.9%	811,451	575,872	71.0%
SPECIAL PROJECTS	36,506	28,417	77.8%	36,507	25,189	69.0%
SUB TOTALS	31,952,114	31,145,851	97.5%	30,713,083	28,125,078	91.6%
OPERATING TRANSFERS	79,000	79,000	100.0%	79,000	79,000	100.0%
DEBT SERVICE	1,598,169	1,596,469	99.9%	1,634,345	1,570,843	96.1%
	$ 33,629,283	$ 32,821,320	97.6%	$ 32,426,428	$ 29,774,921	91.8%

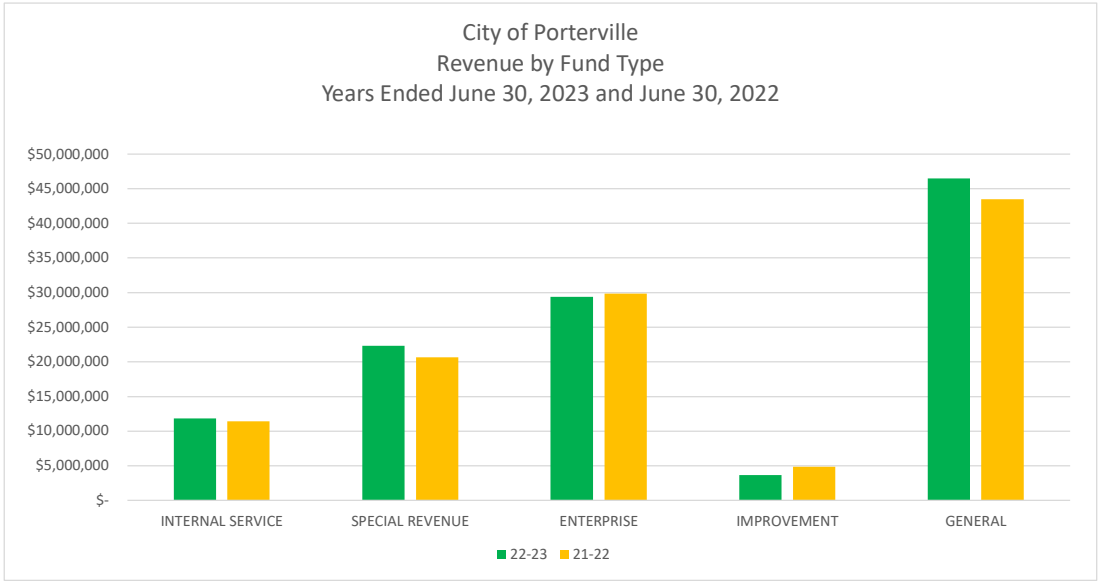

City of Porterville
General Fund Expenditures
Years Ended June 30, 2023 and June 30, 2022
$11,000,000
$10,000,000
$9,000,000
$8,000,000
$7,000,000
$6,000,000
$5,000,000
$4,000,000
$3,000,000
$2,000,000
$1,000,000
$-
LEGISLATIVE
ADMINISTRATIVE & LEGAL
FINANCE
FIRE
PARKS & LEISURE
POLICE
COMMUNITY DEVELOPMENT
PUBLIC WORKS
OPERATING TRANSFERS
DEBT SERVICE
22-23
21-22

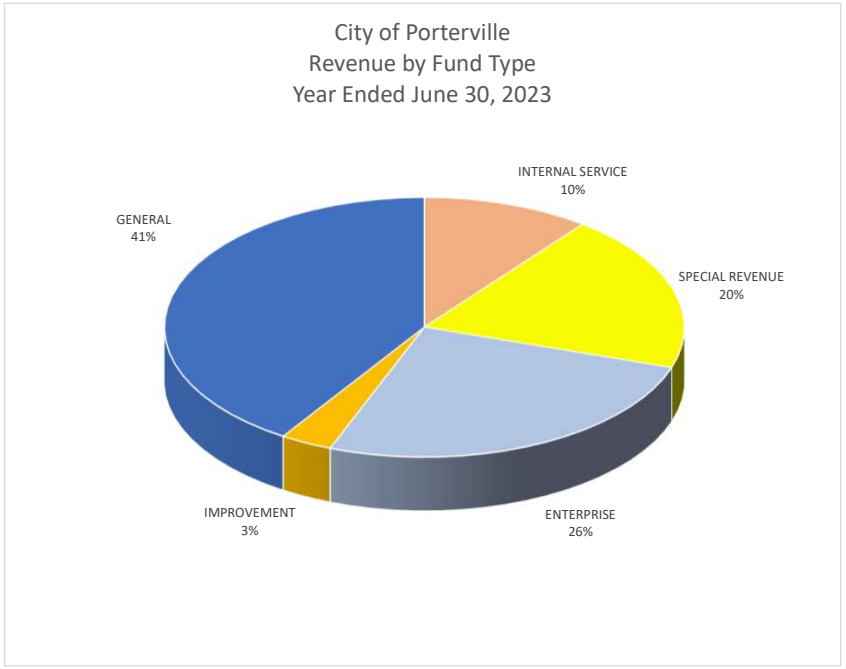

City of Porterville
General Fund Expenditures
Year Ended June 30, 2023
POLICE 33%
PARKS & LEISURE 21%
COMMUNITY DEVELOPMENT 4%
PUBLIC WORKS 11%
OPERATING TRANSFERS 0%
ADMINISTRATIVE & LEGAL 5%
LEGISLATIVE 5%
FINANCE 6%
FIRE 15%

CITY OF PORTERVILLE

REVENUE STATUS REPORT - ALL OTHER FUNDS
FOR THE YEARS ENDED
JUNE 30, 2023 AND JUNE 30, 2022
PRELIMINARY

REVENUE SOURCE	2022-2023 ESTIMATED REVENUE	2022-2023 YEAR-TO-DATE REVENUE	% OF ESTIMATE	2021-2022 ESTIMATED REVENUE	2021-2022 YEAR-TO-DATE REVENUE	% OF ESTIMATE
MEASURE H SALES TAX	$ 5,460,597	$ 5,626,650	103.0%	$ 4,434,052	$ 5,385,535	121.5%
MEASURE I SALES TAX	10,741,776	11,278,978	105.0%	8,923,104	10,837,809	121.5%
AMERICAN RESCUE PLAN ACT	11,113,000	6,026,708	54.2%	-	2,985,792	-
SPECIAL GAS TAX	4,757,438	3,834,857	80.6%	4,218,347	3,508,347	83.2%
LOCAL TRANSPORTATION FUNDS (LTF)	32,849,952	4,578,565	13.9%	17,022,488	5,084,443	29.9%
TRAFFIC SAFETY FUND	100,200	27,915	27.9%	100,200	223,813	223.4%
ZALUD ESTATE	5,650	7,170	126.9%	5,850	25,378	433.8%
COMMUNITY DEVELOPMENT BLOCK GRANT	1,851,488	963,448	52.0%	2,022,126	2,112,444	104.5%
SPECIAL SAFETY GRANTS	781,539	593,972	76.0%	299,784	198,537	66.2%
SEWER OPERATING	7,378,925	7,565,944	102.5%	7,141,345	7,527,994	105.4%
REFUSE REMOVAL	6,636,466	6,950,946	104.7%	6,150,866	6,668,704	108.4%
AIRPORT OPERATIONS	2,081,500	1,683,798	80.9%	1,533,553	2,171,510	141.6%
GOLF COURSE	220,900	253,579	114.8%	193,800	256,042	132.1%
WATER OPERATING	13,246,005	12,905,445	97.4%	12,985,280	13,181,562	101.5%
RISK MANAGEMENT	7,533,016	7,394,926	98.2%	7,445,716	7,459,675	100.2%
EQUIPMENT MAINTENANCE	3,854,200	4,445,670	115.3%	3,701,260	3,947,655	106.7%
LANDSCAPE MAINTENANCE DISTRICT	132,682	134,938	101.7%	154,753	160,446	103.7%
WATER REPLACEMENT	4,540,000	1,116,333	24.6%	14,466,321	2,158,232	14.9%
SOLID WASTE RESERVE	953,070	889,036	93.3%	923,442	903,430	97.8%
SEWER REVOLVING	447,898	558,650	124.7%	540,221	457,151	84.6%
TRANSPORTATION DEVELOPMENT	295,000	221,550	75.1%	215,000	393,871	183.2%
PARK DEVELOPMENT	1,805,100	48,378	2.7%	100,050	177,770	177.7%
TREATMENT PLANT RESERVE	992,240	1,104,943	111.4%	960,371	1,310,431	136.5%
STORM DRAIN DEVELOPMENT	320,000	256,514	80.2%	220,000	428,820	194.9%
BUILDING CONSTRUCTION	1,000	3,077	307.7%	1,000	1,976	197.6%
TOTALS	$ 118,099,642	$ 78,471,989	66.4%	$ 93,758,929	$ 77,567,369	82.7%

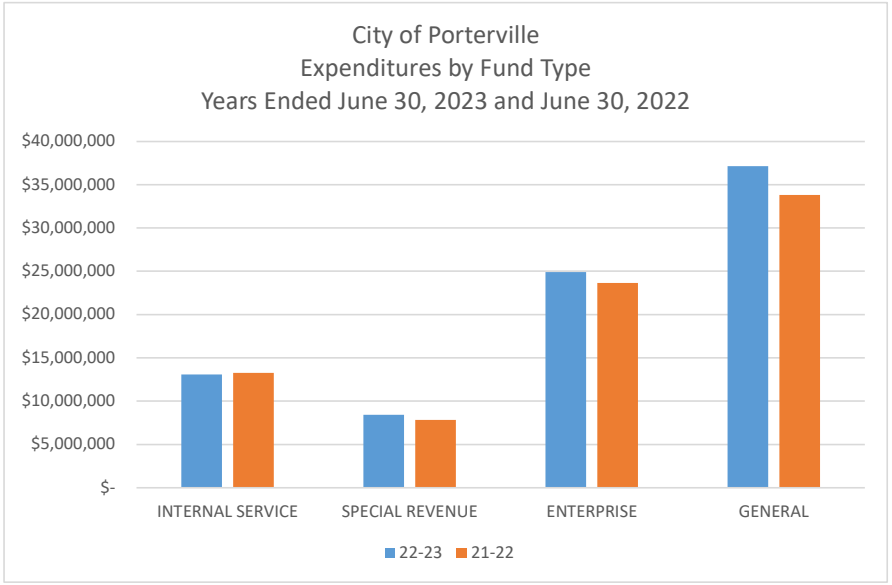

City of Porterville
Revenue by Fund Type
Years Ended June 30, 2023 and June 30, 2022
$50,000,000
$45,000,000
$40,000,000
$35,000,000
$30,000,000
$25,000,000
$20,000,000
$15,000,000
$10,000,000
$5,000,000
$-
INTERNAL SERVICE
SPECIAL REVENUE
ENTERPRISE
IMPROVEMENT
GENERAL
22-23
21-22

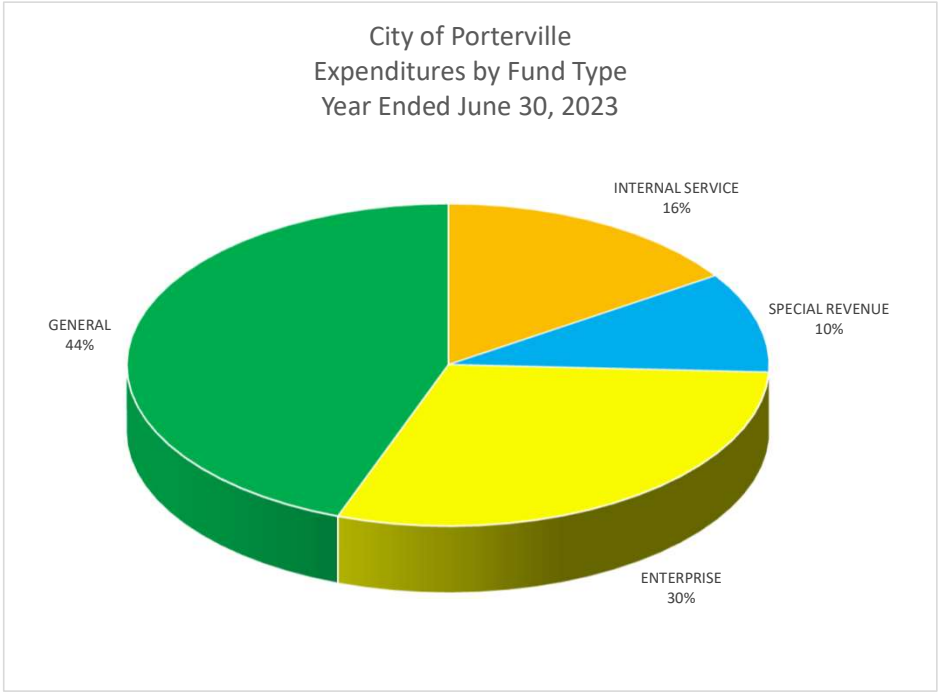

City of Porterville
Revenue by Fund Type
Year Ended June 30, 2023
INTERNAL SERVICE
10%
SPECIAL REVENUE
20%
ENTERPRISE
26%
IMPROVEMENT
3%
GENERAL
41%

CITY OF PORTERVILLE

EXPENDITURE STATUS REPORT - ALL OTHER FUNDS
FOR THE YEARS ENDED
JUNE 30, 2023 AND JUNE 30, 2022
PRELIMINARY

	2022-2023 AMENDED APPROP	2022-2023 YEAR-TO-DATE EXPEND	% OF APPROP	2021-2022 AMENDED APPROP	2021-2022 YEAR-TO-DATE EXPEND	% OF ACTUAL
MEASURE H SALES TAX	$ 4,457,666	$ 4,556,765	102.2%	$ 4,241,135	$ 4,232,994	99.8%
MEASURE I SALES TAX	5,921,250	5,969,151	100.8%	4,890,884	5,665,696	115.8%
AMERICAN RESCUE PLAN ACT	2,616,987	2,806,640	107.2%	-	2,870,401	-
ZALUD ESTATE	31,855	38,035	119.4%	18,855	41,035	217.6%
COMMUNITY DEVELOPMENT BLOCK GRANT	190,459	217,058	114.0%	546,985	168,049	30.7%
SPECIAL SAFETY GRANTS	893,718	658,616	73.7%	397,563	336,892	84.7%
SEWER OPERATING	6,820,260	6,073,823	89.1%	6,529,757	6,439,370	98.6%
REFUSE REMOVAL	6,999,034	7,116,081	101.7%	6,846,900	6,821,438	99.6%
AIRPORT	1,767,875	1,467,169	83.0%	1,407,844	1,734,460	123.2%
GOLF COURSE	500,496	549,129	109.7%	460,151	516,561	112.3%
WATER OPERATING	9,454,882	9,678,208	102.4%	8,104,376	8,110,807	100.1%
RISK MANAGEMENT	9,340,626	8,539,580	91.4%	7,988,321	9,140,088	114.4%
EQUIPMENT MAINTENANCE	3,802,800	4,543,864	119.5%	3,632,540	4,104,031	113.0%
LANDSCAPE MAINTENANCE DISTRICT	222,738	187,195	84.0%	192,995	194,857	101.0%
TOTALS	$ 53,020,646	$ 52,401,315	98.8%	$ 45,258,306	$ 50,376,678	111.3%


City of Porterville
Expenditures by Fund Type
Years Ended June 30, 2023 and June 30, 2022
$40,000,000
$35,000,000
$30,000,000
$25,000,000
$20,000,000
$15,000,000
$10,000,000
$5,000,000
$-
INTERNAL SERVICE
SPECIAL REVENUE
ENTERPRISE
GENERAL
22-23
21-22


City of Porterville
Expenditures by Fund Type
Year Ended June 30, 2023
INTERNAL SERVICE
16%
SPECIAL REVENUE
10%
GENERAL
44%
ENTERPRISE
30%

CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - MEASURE H
For the Periods Ended June 30, 2023 and June 30, 2022
PRELIMINARY

	FY 2022-23	FY 2021-22
REVENUES		
Sales Tax - Measure H	$ 5,483,452	5,286,856
State Grants	6,374	-
Interest	64,407	29,771
Police Services	2,972	3,209
Police Cost Recoveries	67,045	62,199
Contributions	2,400	3,500
TOTAL REVENUES	5,626,650	5,385,535
EXPENDITURES		
Police Department	1,854,210	1,883,236
Fire Department	2,071,030	1,805,674
Public Safety Station	198,830	173,256
Library & Literacy	432,695	370,827
TOTAL EXPENDITURES	4,556,765	4,232,994
CAPITAL PROJECTS		
Animal Shelter	41,705	16,816
TOTAL CAPITAL PROJECTS	41,705	16,816
REVENUE OVER/(UNDER) EXPENDITURES	$ 1,028,179	$ 1,135,725

CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - MEASURE I
For the Years Ended June 30, 2023 and June 30, 2022
PRELIMINARY

	FY 2022-23	FY 2021-22
REVENUES		
Sales Tax - Measure I	$ 10,964,303	$ 10,636,501
State/County Grants	15,204	-
Interest	297,452	140,649
Police Services	2,019	2,463
Police Cost Recoveries	-	58,197
TOTAL REVENUES	11,278,978	10,837,809
EXPENDITURES		
Police Department	3,737,429	3,782,697
Fire Department	2,032,350	1,790,978
Streets Program	91,047	92,021
Litter Abatement Program	108,325	-
TOTAL EXPENDITURES	5,969,151	5,665,696
CAPITAL PROJECTS		
AC Pavement Repair/Overlay	265,623	443,875
Fire Dept Classroom/Training	25,534	-
Fire Station Remodel/Additions	297,393	-
Grand Ave Connection between 4th and Henrahan	1,683	17,049
Medians Restoration Project	1,574	19,274
Montgomery Ave Reconstruction - Jaye to H	1,721	3,100
Morton Ave Reconstruction	13,544	-
Pavement Management Program	4,018	28,394
PD Evidence Storage Facilities	35,260	136,567
Union - Indiana to Jaye	-	25,148
Villa St Reconstruction - Olive to Henderson	86,853	22,760
TOTAL CAPITAL PROJECTS	733,203	696,167
REVENUE OVER/(UNDER) EXPENDITURES	$ 4,576,624	$ 4,475,946

CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - ENTERPRISE FUNDS
For the years ended June 30, 2023 and June 30, 2022
PRELIMINARY

FUND	REVENUES	EXPENSES	6/30/2023 NET OPERATING PROFIT (LOSS)	6/30/2022 NET OPERATING PROFIT (LOSS)
Zalud Estate	$ 7,170	$ (38,035)	$ (30,865)	$ (15,656)
Sewer Operating	$ 7,565,944	$ (6,073,823)	$ 1,492,121	$ 1,088,624
Solid Waste	$ 6,950,946	$ (7,116,081)	$ (165,135)	$ (152,734)
Airport	$ 1,683,798	$ (1,467,169)	$ 216,629	$ 437,050
Golf	$ 253,579	$ (549,129)	$ (295,550)	$ (260,519)
Water Operating	$ 12,905,445	$ (9,678,208)	$ 3,227,237	$ 5,070,755

SUBJECT: Quarterly Investment Portfolio

SOURCE: Finance

COMMENT: This report reflects the investment portfolio of the City as of June 30, 2023, and is in compliance with California Government Code Section 27000, etc., Section 53600, etc., and the City of Porterville's Statement of Investment Policy. Investments are selected based on the statutory objectives of safety, liquidity and yield.

Items identified in the summary include portfolio composition, weighted average rate of earnings, weighted average days to maturity, and the percentage of liquid holdings.

RECOMMENDATION: That the City Council accept the quarterly investment portfolio summary report.

ATTACHMENTS: 1. Investment Portfolio Summary - June 30, 2023

Appropriated/Funded:

Review By:

Department Director:
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE
PORTFOLIO SUMMARY AS OF JUNE 30, 2023

INVESTMENT OR CUSIP NUMBER	INSTITUTION	PURCHASE PRICE	MARKET VALUE	COUPON INTEREST RATE	PURCHASE DATE	MATURITY DATE	DAYS TO MATURITY
1006	LOCAL AGENCY INVESTMENT FUND	$ 8,958,453	$ 8,822,540	3.150%	DAILY	DAILY	1
1104	CSJVRMA INVESTMENT FUND	7,352,890	7,114,933	1.940%	DAILY	DAILY	30
866	TULARE COUNTY INVESTMENT POOL	9,850,477	9,850,477	2.720%	DAILY	DAILY	30
CA-01-0026	CALIFORNIA CLASS	15,825,382	15,825,382	5.226%	DAILY	DAILY	1
	CORNERSTONE MAIN PARTNERS, L.P.	2,778,511	2,778,511	2.400%	12/12/2018	11/30/2038	5,632
3133ENF39	FEDERAL FARM CREDIT BANKS	1,000,000	997,500	3.125%	8/18/2022	8/8/2023	39
3130ASJT7	FEDERAL HOME LOAN BANKS	1,000,000	988,570	3.230%	6/29/2022	12/29/2023	182
3130AUGP3	FEDERAL HOME LOAN BANKS, STEPUP	1,000,000	994,510	5.000%	1/26/2023	7/26/2024	392
3134GXF74	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	980,160	3.625%	7/26/2022	7/26/2024	392
3134GXP81	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	977,780	3.820%	8/30/2022	8/28/2024	425
3134GXX66	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	986,770	4.000%	9/23/2022	9/23/2024	451
3130ATFL6	FEDERAL HOME LOAN BANKS	1,000,000	987,330	4.600%	9/30/2022	9/30/2024	458
3130AQRM7	FEDERAL HOME LOAN BANKS	1,000,000	941,280	1.550%	2/25/2022	2/25/2025	606
3134GYL42	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	993,880	5.550%	3/1/2023	2/28/2025	609
3130ARQ95	FEDERAL HOME LOAN BANKS	1,000,000	962,610	3.030%	4/29/2022	4/28/2025	668
3130AS2Q1	FEDERAL HOME LOAN BANKS	1,000,000	962,970	3.150%	5/23/2022	5/23/2025	693
3134GXUC6	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	963,050	3.400%	5/27/2022	5/23/2025	693
3130AWDL1	FEDERAL HOME LONA BANKS	1,000,000	998,540	5.600%	6/13/2023	6/13/2025	714
3134GXF66	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	972,360	4.000%	8/1/2022	8/1/2025	763
3130ASU98	FEDERAL HOME LOAN BANKS, STEP-UF	1,000,000	978,150	3.500%	8/25/2022	8/25/2025	787
3135GACV1	FEDERAL NATIONAL MORTGAGE ASSO	1,000,000	975,290	4.000%	8/30/2022	8/28/2025	790
3130ATFG35	FEDERAL HOME LOAN BANKS	1,000,000	988,290	5.000%	10/17/2022	10/17/2025	840
3133ENR77	FEDERAL FARM CREDIT BANKS	1,000,000	986,810	4.920%	10/12/2022	1/12/2026	927
3130AQJJ3	FEDERAL HOME LOAN BANKS	1,000,000	922,330	1.250%	1/26/2022	1/26/2026	941
3130AKXB7	FEDERAL HOME LOAN BANKS	2,000,000	1,793,880	0.580%	3/18/2021	2/11/2026	957
3130ALGJ7	FEDERAL HOME LOAN BANKS	975,000	879,635	1.000%	3/23/2021	3/23/2026	997
3133EMUK6	FEDERAL FARM CREDIT BANKS	1,000,000	905,150	1.050%	3/25/2021	3/25/2026	999
3130ALS62	FEDERAL HOME LOAN BANKS, STEPUP	1,000,000	910,410	0.750%	3/30/2021	3/30/2026	1,004
3130AM3R1	FEDERAL HOME LOAN BANKS	1,000,000	900,250	1.000%	4/29/2021	4/29/2026	1,034
3134GXXF6	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	959,710	3.500%	6/28/2022	6/26/2026	1,092
3130ASD71	FEDERAL HOME LOAN BANKS	1,000,000	949,960	3.200%	6/29/2022	6/29/2026	1,095
3130ANM64	FEDERAL HOME LOAN BANKS	1,000,000	893,670	1.000%	8/26/2021	8/26/2026	1,153
3130ANUN8	FEDERAL HOME LOAN BANKS	2,000,000	1,787,320	1.040%	9/21/2021	9/21/2026	1,179
3130ANUX6	FEDERAL HOME LOAN BANKS	1,000,000	894,980	1.100%	9/28/2021	9/28/2026	1,186
3133ENN89	FEDERAL FARM CREDIT BANKS	1,000,000	983,940	4.870%	11/8/2022	9/28/2026	1,186
3133ENN89	FEDERAL FARM CREDIT BANKS	1,000,000	983,860	4.870%	9/28/2022	9/28/2026	1,186
3130APCH6	FEDERAL HOME LOAN BANKS	1,000,000	895,650	1.125%	9/29/2021	9/29/2026	1,187
3130APDK8	FEDERAL HOME LOAN BANKS	1,000,000	894,870	1.100%	9/30/2021	9/30/2026	1,188
3130APCX1	FEDERAL HOME LOAN BANKS	1,000,000	899,390	1.250%	10/26/2021	10/26/2026	1,214
3130APDQ5	FEDERAL HOME LOAN BANKS	1,000,000	899,280	1.250%	10/28/2021	10/28/2026	1,216
3130APG82	FEDERAL HOME LOAN BANKS	1,000,000	905,070	0.800%	11/2/2021	10/28/2026	1,216
3130APTJ4	FEDERAL HOME LOAN BANKS	1,000,000	897,850	1.250%	11/24/2021	11/24/2026	1,243
3130APU37	FEDERAL HOME LOAN BANKS	1,000,000	899,370	1.300%	11/24/2021	11/24/2026	1,243
3130AQ7F4	FEDERAL HOME LOAN BANKS	1,500,000	1,360,035	1.600%	12/30/2021	12/30/2026	1,279
3130AQ5Q2	FEDERAL HOME LOAN BANKS	2,000,000	1,807,240	1.500%	12/30/2021	12/30/2026	1,279
3134GYD74	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	987,800	5.000%	1/26/2023	1/26/2027	1,306
3133ENNG1	FEDERAL FARM CREDIT BANKS	2,000,000	1,821,660	1.860%	2/8/2022	2/8/2027	1,319
3130AQRH8	FEDERAL HOME LOAN BANKS	1,000,000	914,400	2.000%	2/25/2022	2/25/2027	1,336
3130ARA76	FEDERAL HOME LOAN BANKS	2,000,000	1,844,020	2.250%	3/30/2022	3/30/2027	1,369
3130ARU74	FEDERAL HOME LOAN BANKS	1,000,000	953,500	3.375%	5/17/2022	5/17/2027	1,417
3130ARUX7	FEDERAL HOME LOAN BANKS	1,000,000	961,220	3.750%	5/19/2022	5/19/2027	1,419
3133EN3Y4	FEDERAL FARM CREDIT BANKS	1,000,000	989,000	5.330%	12/14/2022	6/14/2027	1,445
3130ASD63	FEDERAL HOME LOAN BANKS	1,000,000	953,420	3.250%	6/28/2022	6/28/2027	1,459
3130ASFQ7	FEDERAL HOME LOAN BANKS	1,000,000	966,150	4.000%	6/29/2022	6/29/2027	1,460
3130ASPE3	FEDERAL HOME LOAN BANKS	1,000,000	971,870	4.300%	7/28/2022	7/28/2027	1,489
3133ENL32	FEDERAL FARM CREDIT BANKS	1,000,000	969,990	4.230%	9/8/2022	9/8/2027	1,531
3134GX3K8	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	983,650	5.250%	10/20/2022	10/20/2027	1,573
3134GY5W8	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	992,980	5.250%	12/16/2022	12/16/2027	1,630
3130AV6T4	FEDERAL HOME LOAN BANKS	1,000,000	993,500	5.750%	3/27/2023	3/27/2028	1,732
90331HNV1	US BANK ASSN MTN	995,000	998,650	3.400%	11/15/2018	7/24/2023	24
06747PML0	BARCLAYS BANK	1,000,000	989,300	3.000%	3/17/2020	10/17/2023	109
48133DN55	JP MORGAN CHASE FINL CO	2,000,000	1,948,520	4.050%	7/29/2022	7/29/2024	395

INVESTMENT OR CUSIP NUMBER	INSTITUTION	PURCHASE PRICE	MARKET VALUE	COUPON INTEREST RATE	PURCHASE DATE	MATURITY DATE	DAYS TO MATURITY
13605WWW7	CANADIAN IMPERIAL BANK	1,000,000	935,210	2.500%	4/28/2020	4/10/2025	650
89236TKC8	TOYOTA MOTOR CRD CORP	1,000,000	978,140	3.950%	9/8/2022	6/30/2025	731
17298CK64	CITIGROUP INC	1,000,000	901,260	1.000%	8/28/2020	8/28/2025	790
06748XQR5	BARCLAYS BANK	1,000,000	945,928	4.500%	9/12/2022	3/12/2026	986
89114TK84	TORONTO DOMINION BANK	2,000,000	1,751,944	1.050%	6/16/2021	3/16/2026	990
06368EWM0	BANK OF MONTREAL	2,000,000	1,736,439	1.220%	3/17/2021	3/17/2026	991
06048WV56	BANK OF AMERICA	1,000,000	943,000	4.000%	5/5/2022	5/5/2026	1,040
17290A3E8	CITIGROUP INC	1,000,000	875,150	1.250%	7/1/2021	7/1/2026	1,097
38150AHV0	GOLDMAN SACHS GROUP INC	1,000,000	862,850	1.400%	9/30/2021	9/30/2026	1,188
06048WZ29	BANK OF AMERICA CORP	1,000,000	990,490	6.000%	10/20/2022	10/20/2027	1,573
78014RKF6	ROYAL BANK OF CANADA	1,000,000	959,805	5.450%	1/18/2023	1/18/2028	1,663
61766YMT5	MORGAN STANLEY FIN	1,000,000	971,440	5.150%	1/20/2023	1/20/2028	1,665
89841MAD9	CERTIFICATE OF DEPOSIT	245,000	244,711	2.850%	7/19/2022	7/19/2023	19
31911QFK6	CERTIFICATE OF DEPOSIT	249,000	248,440	3.200%	8/10/2018	8/10/2023	41
499724AD4	CERTIFICATE OF DEPOSIT	249,000	248,166	3.250%	8/30/2018	8/30/2023	61
64017AAH7	CERTIFICATE OF DEPOSIT	245,000	243,888	3.300%	9/19/2018	9/19/2023	81
92891CBK7	CERTIFICATE OF DEPOSIT	249,000	247,571	3.350%	10/16/2018	10/16/2023	108
474067AQ8	CERTIFICATE OF DEPOSIT	249,000	247,501	3.350%	10/19/2018	10/19/2023	111
59452WAE8	CERTIFICATE OF DEPOSIT	249,000	247,369	3.450%	11/9/2018	11/9/2023	132
61760ASL4	CERTIFICATE OF DEPOSIT	245,000	243,280	3.550%	11/26/2018	11/24/2023	147
635573AL2	CERTIFICATE OF DEPOSIT	245,000	242,802	3.400%	12/26/2018	12/21/2023	174
05465DAK4	CERTIFICATE OF DEPOSIT	249,000	242,342	1.650%	3/26/2020	3/26/2024	270
14042RSH5	CERTIFICATE OF DEPOSIT	245,000	239,808	3.300%	6/29/2022	7/1/2024	367
15118RRHS	CERTIFICATE OF DEPOSIT	249,000	238,803	1.850%	8/30/2019	8/30/2024	427
938828BM1	CERTIFICATE OF DEPOSIT	249,000	239,227	2.000%	8/30/2019	8/30/2024	427
98970LC43	CERTIFICATE OF DEPOSIT	243,000	242,779	5.400%	3/31/2023	9/27/2024	455
23204HLJ5	CERTIFICATE OF DEPOSIT	250,000	246,928	4.500%	10/26/2022	10/28/2024	486
12547cak4	CERTIFICATE OF DEPOSIT	250,000	246,700	4.600%	2/24/2023	2/24/2025	605
654062LB2	CERTIFICATE OF DEPOSIT	250,000	244,452	4.100%	9/28/2022	3/28/2025	637
02589AC34	CERTIFICATE OF DEPOSIT	250,000	237,942	2.550%	4/17/2022	4/7/2025	647
02589AC34	CERTIFICATE OF DEPOSIT	250,000	238,432	3.050%	7/25/2022	7/25/2025	756
06740KQZ3	CERTIFICATE OF DEPOSIT	250,000	239,718	3.300%	7/27/2022	7/28/2025	759
20825WAZ3	CERTIFICATE OF DEPOSIT	249,000	238,925	3.400%	8/15/2022	8/15/2025	777
795451CD3	CERTIFICATE OF DEPOSIT	240,000	230,023	3.350%	8/24/2022	8/25/2025	787
06168LAB4	CERTIFICATE OF DEPOSIT	244,000	237,410	4.150%	10/12/2022	10/14/2025	837
693963AB6	CERTIFICATE OF DEPOSIT	249,000	242,506	4.200%	10/14/2022	10/14/2025	837
178180GQ2	CERTIFICATE OF DEPOSIT	244,000	240,967	4.850%	11/9/2022	11/10/2025	864
05580AM92	CERTIFICATE OF DEPOSIT	248,000	231,005	2.750%	4/22/2022	4/22/2026	1,027
60425SKA6	CERTIFICATE OF DEPOSIT	249,000	242,484	4.400%	4/24/2023	4/24/2026	1,029
86158BA6	CERTIFICATE OF DEPOSIT	249,000	244,182	4.700%	6/30/2023	6/30/2026	1,096
02007GWJ8	CERTIFICATE OF DEPOSIT	246,000	230,613	3.150%	7/21/2022	7/21/2026	1,117
682325DH5	CERTIFICATE OF DEPOSIT	250,000	245,675	4.800%	4/6/2023	10/6/2026	1,194
87165FE42	CERTIFICATE OF DEPOSIT	249,000	216,568	1.100%	11/12/2021	11/12/2026	1,231
07181JAU8	CERTIFICATE OF DEPOSIT	249,000	246,159	5.000%	11/22/2022	11/23/2026	1,242
14042TEH6	CERTIFICATE OF DEPOSIT	249,000	217,140	1.250%	12/8/2021	12/8/2026	1,257
89235MMH1	CERTIFICATE OF DEPOSIT	249,000	217,118	1.250%	12/9/2021	12/9/2026	1,258
052392CH8	CERTIFICATE OF DEPOSIT	248,000	244,771	4.950%	12/16/2022	12/16/2026	1,265
25844MAN8	CERTIFICATE OF DEPOSIT	247,000	239,412	4.400%	1/18/2023	1/19/2027	1,299
856285F63	CERTIFICATE OF DEPOSIT	246,000	217,801	1.800%	1/31/2022	2/1/2027	1,312
70962LBE1	CERTIFICATE OF DEPOSIT	249,000	219,058	1.700%	2/18/2022	2/18/2027	1,329
011852AD2	CERTIFICATE OF DEPOSIT	248,000	242,656	4.700%	3/8/2027	3/8/2027	1,347
02589ABQ4	CERTIFICATE OF DEPOSIT	245,000	217,827	2.000%	3/9/2022	3/9/2027	1,348
39573LDA3	CERTIFICATE OF DEPOSIT	245,000	218,322	2.100%	3/15/2022	3/15/2027	1,354
58404DNW7	CERTIFICATE OF DEPOSIT	248,000	226,275	2.800%	4/29/2022	4/29/2027	1,399
254673D94	CERTIFICATE OF DEPOSIT	246,000	227,786	3.200%	5/18/2022	5/19/2027	1,419
07371C6Y0	CERTIFICATE OF DEPOSIT	246,000	225,840	3.000%	6/15/2022	6/9/2027	1,440
38150VCG2	CERTIFICATE OF DEPOSIT	246,000	225,798	3.000%	6/15/2022	6/15/2027	1,446
50625LBN2	CERTIFICATE OF DEPOSIT	249,000	230,611	3.250%	6/15/2022	6/15/2027	1,446
472312AA5	CERTIFICATE OF DEPOSIT	249,000	243,450	4.700%	6/29/2023	6/29/2027	1,460
88413QDN5	CERTIFICATE OF DEPOSIT	245,000	226,877	3.300%	8/19/2022	8/19/2027	1,511
89789AAG2	CERTIFICATE OF DEPOSIT	248,000	242,321	4.700%	3/10/2023	9/10/2027	1,533
32022RSY4	CERTIFICATE OF DEPOSIT	249,000	231,114	3.400%	9/14/2022	9/14/2027	1,537
52470QBV5	CERTIFICATE OF DEPOSIT	249,000	231,971	3.500%	9/23/2022	9/23/2027	1,546
530520AB1	CERTIFICATE OF DEPOSIT	249,000	240,036	4.400%	1/17/2023	1/17/2028	1,662
61690U4M9	CERTIFICATE OF DEPOSIT	250,000	240,745	4.400%	4/20/2023	4/20/2028	1,756
00224TAP1	CERTIFICATE OF DEPOSIT	249,000	241,283	4.550%	4/28/2023	4/28/2028	1,764

INVESTMENT OR CUSIP NUMBER	INSTITUTION	PURCHASE PRICE	MARKET VALUE	COUPON INTEREST RATE	PURCHASE DATE	MATURITY DATE	DAYS TO MATURITY
67054NBJ1	CERTIFICATE OF DEPOSIT	249,000	246,027	4.700%	5/30/2023	5/30/2028	1,796
1204	CERTIFICATE OF DEPOSIT	249,000	249,000	4.000%	4/24/2023	4/24/2025	664
1282	CERTIFICATE OF DEPOSIT	250,000	250,000	4.760%	6/21/2023	6/21/2025	722
1283	CERTIFICATE OF DEPOSIT	250,000	250,000	4.690%	5/12/2023	6/12/2024	348
1285	CERTIFICATE OF DEPOSIT	250,000	250,000	3.900%	4/29/2023	4/29/2028	1,765
1286	CERTIFICATE OF DEPOSIT	250,000	250,000	4.950%	6/25/2023	6/25/2025	726
1303	CERTIFICATE OF DEPOSIT	250,000	250,000	1.100%	4/16/2021	4/16/2024	291
1309	CERTIFICATE OF DEPOSIT	249,000	249,000	1.800%	2/14/2022	2/14/2027	1,325
1311	CERTIFICATE OF DEPOSIT	250,000	250,000	3.200%	6/23/2022	6/23/2027	1,454
1314	CERTIFICATE OF DEPOSIT	249,000	249,000	2.000%	7/21/2022	7/20/2024	386
1316	CERTIFICATE OF DEPOSIT	261,860	261,860	2.750%	10/6/2022	4/6/2024	281
1317	CERTIFICATE OF DEPOSIT	249,000	249,000	4.500%	12/13/2022	12/13/2027	1,627
1320	CERTIFICATE OF DEPOSIT	249,000	249,000	3.250%	9/12/2018	9/12/2023	74
1324	CERTIFICATE OF DEPOSIT	249,000	249,000	3.350%	1/11/2019	1/11/2024	195
1326	CERTIFICATE OF DEPOSIT	276,566	276,566	3.500%	1/29/2019	1/29/2024	213
1327	CERTIFICATE OF DEPOSIT	245,000	245,000	3.500%	2/28/2019	2/28/2024	243
1328	CERTIFICATE OF DEPOSIT	249,000	249,000	3.250%	3/22/2019	3/22/2024	266
1329	CERTIFICATE OF DEPOSIT	249,000	249,000	3.210%	4/9/2019	10/9/2023	101
1330	CERTIFICATE OF DEPOSIT	248,960	248,960	3.200%	5/24/2019	5/24/2024	329
1331	CERTIFICATE OF DEPOSIT	249,000	249,000	3.100%	5/7/2019	5/7/2024	312
1332	CERTIFICATE OF DEPOSIT	249,000	249,000	3.200%	6/4/2019	6/4/2024	340
1334	CERTIFICATE OF DEPOSIT	250,000	250,000	3.050%	7/31/2019	7/31/2024	397
1335	CERTIFICATE OF DEPOSIT	249,000	249,000	2.810%	9/11/2019	9/11/2024	439
1336	CERTIFICATE OF DEPOSIT	249,000	249,000	2.800%	9/17/2019	9/17/2024	445
1337	CERTIFICATE OF DEPOSIT	249,000	249,000	2.700%	11/1/2019	11/1/2024	490
1338	CERTIFICATE OF DEPOSIT	268,277	268,277	2.720%	10/15/2019	10/15/2024	473
1339	CERTIFICATE OF DEPOSIT	263,480	263,480	2.250%	12/26/2019	12/26/2024	545
1340	CERTIFICATE OF DEPOSIT	249,000	249,000	2.400%	12/5/2019	12/5/2024	524
1341	CERTIFICATE OF DEPOSIT	249,000	249,000	2.250%	1/8/2020	1/8/2025	558
1342	CERTIFICATE OF DEPOSIT	249,000	249,000	2.250%	1/17/2020	1/17/2025	567
1343	CERTIFICATE OF DEPOSIT	249,000	249,000	2.250%	1/24/2020	1/24/2025	574
1344	CERTIFICATE OF DEPOSIT	249,000	249,000	1.100%	11/18/2020	11/18/2023	141
1345	CERTIFICATE OF DEPOSIT	252,883	252,883	3.150%	6/9/2022	6/9/2027	1,440
1346	CERTIFICATE OF DEPOSIT	249,000	249,000	3.250%	6/21/2022	6/21/2027	1,452
1347	CERTIFICATE OF DEPOSIT	249,000	249,000	3.320%	7/21/2022	7/21/2027	1,482
1348	CERTIFICATE OF DEPOSIT	249,000	249,000	3.200%	7/20/2022	7/20/2027	1,481
1349	CERTIFICATE OF DEPOSIT	249,000	249,000	3.100%	8/30/2022	3/1/2026	975
1350	CERTIFICATE OF DEPOSIT	249,000	249,000	3.800%	10/28/2022	10/28/2025	851
1351	CERTIFICATE OF DEPOSIT	249,000	249,000	4.500%	11/28/2022	11/28/2024	517
1352	CERTIFICATE OF DEPOSIT	249,000	249,000	4.650%	11/28/2022	11/28/2023	151
1353	CERTIFICATE OF DEPOSIT	249,000	249,000	5.150%	12/12/2022	12/12/2027	1,626
1354	CERTIFICATE OF DEPOSIT	249,000	249,000	4.000%	12/22/2022	12/22/2025	906
1355	CERTIFICATE OF DEPOSIT	249,000	249,000	4.500%	2/2/2023	2/2/2024	217
1356	CERTIFICATE OF DEPOSIT	249,000	249,000	4.700%	4/3/2023	4/3/2026	1,008
1357	CERTIFICATE OF DEPOSIT	249,000	249,000	4.200%	4/12/2023	4/12/2028	1,748
1358	CERTIFICATE OF DEPOSIT	249,000	249,000	4.140%	4/25/2023	4/25/2027	1,395
1359	CERTIFICATE OF DEPOSIT	249,000	249,000	5.000%	6/16/2023	6/16/2025	717
1360	CERTIFICATE OF DEPOSIT	249,000	249,000	4.400%	6/2/2023	6/1/2028	1,798
	TOTALS	$ 147,643,739	$ 142,158,470				

WEIGHTED AVERAGE RATE OF EARNINGS ONE YEAR HISTORY				CURRENT	% OF LIQUID PORTFOLIO	WEIGHTED AVERAGE DAYS TO
6/30/2022	9/30/2022	12/31/2022	3/31/2023	6/30/2023	HOLDINGS	MATURITY
1.588%	2.095%	2.622%	2.988%	3.187%	28.438%	791

Comments:

Portfolio holdings as of June 30, 2023, are in compliance with the current Investment Policy. With 28.438% of the portfolio being held in liquid instruments, the cash needs of the City will be met. The next portfolio report will be calculated for the third calendar quarter ending September 30, 2023, and will be presented during the Novemver 7, 2023 Council meeting.

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 July 18, 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 is 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,

Thomas J. Vilsack
Secretary

Enclosure

An Equal Opportunity Employer

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), 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 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 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

STATE OF CALIFORNIA--OFFICE OF ADMINISTRATIVE LAW

EMERGENCY

NOTICE PUBLICATION/REGULATIONS SUBMISSION

STD. 400 (REV. 10/2019)

For use by Secretary of State only

OAL FILE NUMBERS	NOTICE FILE NUMBER	REGULATORY ACTION NUMBER	EMERGENCY NUMBER
	Z-	2022-	0606-03E

ENDORSED - FILED
in the office of the Secretary of State
of the State of California
JUN 10 2022

For use by Office of Administrative Law (OAL) only

OFFICE OF ADMIN. LAW
2022 JUN 6 PM 3:19

2:06 PM

NOTICE | REGULATIONS

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	4. AGENCY CONTACT PERSON	TELEPHONE NUMBER	FAX NUMBER (Optional)
☐ Notice re Proposed Regulatory Action ☐ Other			

OAL USE ONLY	ACTION ON PROPOSED NOTICE	NOTICE REGISTER NUMBER	PUBLICATION DATE
	☐ Approved as Submitted ☐ Approved as Modified ☐ Disapproved/ Withdrawn		

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)
- ☐ Resubmittal of disapproved or withdrawn nonemergency filing (Gov. Code §§11349.3, 11349.4)
- ☒ Emergency (Gov. Code, §11346.1(b))
- ☐ 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.
- ☐ Resubmittal of disapproved or withdrawn emergency filing (Gov. Code, §11346.1)
- ☐ Emergency Readopt (Gov. Code, §11346.1(h))
- ☐ File & Print
- ☐ Changes Without Regulatory Effect (Cal. Code Regs., title 1, §100)
- ☐ Print Only
- ☒ Other (Specify) Water Code Section 1058.5

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	TELEPHONE NUMBER	FAX NUMBER (Optional)	E-MAIL ADDRESS (Optional)
Garrett Lenahan	(916) 341-5179		

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	DATE
Eric Oppenheimer Digitally signed by Eric Oppenheimer Date: 2022.06.06 14:24:44 -07'00'	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")

for the purpose of the

AKIN/CENTRAL WATER CONSOLIDATION PROJECT
5410010-018C AND 5400655-001C ("Project")

- Section 116760 et seq. of the Health and Safety Code and Resolution Nos. 2019-0065 and 2020-0022.

PROJECT FUNDING AMOUNT: $4,787,664
PRINCIPAL FORGIVENESS COMPONENT: $4,787,664

ESTIMATED REASONABLE PROJECT COST: $4,787,664
ELIGIBLE WORK START DATE: JULY 1, 2016
ELIGIBLE CONSTRUCTION START DATE: SEPTEMBER 22, 2020
CONSTRUCTION COMPLETION DATE: OCTOBER 1, 2023
FINAL REIMBURSEMENT REQUEST DATE: APRIL 1, 2024
RECORDS RETENTION END DATE: OCTOBER 1, 2059

1. The State Water Board and the Recipient mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement, including the following Exhibits, which are attached hereto or are incorporated by reference:
   - Exhibit A – Scope of Work and Schedule
   - Exhibit B – Specific Funding Provisions
   - Exhibit C – GENERAL TERMS AND CONDITIONS 2019-NOV
   - Exhibit D – Special Conditions

2. The following documents are also incorporated by reference:
   - the Drinking Water System Permit No. 03-12-06P-004;
   - the Davis-Bacon requirements found at: https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/davisbacon/2020_dwsrf_governmental_entities.pdf
3. Party Contacts during the term of this Agreement are:

State Water Board		City of Porterville	
Section:	Division of Financial Assistance		
Name:	Pete Stamas, Project Manager	Name:	Monte Reyes, Mayor
Address:	1001 I Street, 16th Floor	Address:	291 North Main Street
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Porterville, CA 93257
Phone:	(916) 552-9983	Phone:	(559) 782-7499
Fax:		Fax:	
Email:	Pete.Stamas@waterboards.ca.gov	Email:	montereyes@portervilleca.gov

Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

4. Conditions precedent to this Agreement are set forth as follows:
   (a) The Recipient must deliver an opinion of general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs this Agreement.
   (b) The Recipient must deliver to the Division a resolution authorizing this Agreement and identifying its authorized representative by title.
   (c) The Recipient must deliver to the Division a resolution certifying that its decision-making body reviewed and considered the Mitigated Negative Declaration filed by the State Water Board for the Akin Water Company Water Supply Project together with the Mitigation Monitoring and Reporting Program and reached its own conclusions on whether and how to approve the Project, pursuant to Section 15050 (b) of the CEQA Guidelines.

5. The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date:

   (a) The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.

   (b) The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

(c) None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.

(d) The Recipient is in compliance with all State Water Board funding agreements to which it is a party.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CITY OF PORTERVILLE:

By: _____
Name: Monte Reyes
Title: Mayor

Date: 6/1/2021

STATE WATER RESOURCES CONTROL BOARD:

By: _____
Name: Leslie Laudon
Title: Deputy Director
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://iEdison.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.

SUBJECT: Landscape and Lighting Maintenance Districts Annual Assessments

SOURCE: Parks and Leisure Services

COMMENT: The City has created seventy-seven (77) Landscape and Lighting Maintenance Districts (LLMD's) since 1989. The original District has seventeen (17) areas annexed for new developments, in addition to the original area. Since 1996, new Districts have been formed for each new development, representing Districts 2 through 57.

Annually, a process of evaluating maintenance needs and establishing an assessment for each LLMD must be followed. At its meeting on July 18, 2023, the City Council approved the annual preliminary Engineer's Report which indicates the proposed assessments for the 2023-2024 Fiscal Year. The assessments, once approved by the Council, are placed upon the tax bill of property owners as a special assessment, and collected by the County of Tulare. The assessment process must be filed with the County by August 10, 2023, in order to be placed upon the tax rolls.

The Engineer's Report provides the financial details of each District. District fund balances are reviewed on an annual basis to determine funding needs for maintenance, as well as determining assessment requirements. Based on this analysis, staff was able to determine that not all Districts will be assessed this fiscal year.

RECOMMENDATION: That the City Council:
1. Conduct a Public Hearing on the 2023-2024 assessments for the Landscape and Lighting Maintenance Districts to take comments or receive protests on the proposed assessments; and
2. Adopt the draft Resolution ordering the continued maintenance of Landscape and Lighting Maintenance Districts and confirming the Engineer's Report and Assessments for the 2023-2024 Fiscal Year.

ATTACHMENTS:
1. Draft Resolution
2. Engineer's Report

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

RESOLUTION NO.: -2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ORDERING THE CONTINUED MAINTENANCE OF LANDSCAPING AND LIGHTING MAINTENANCE DISTRICTS AND CONFIRMING THE ENGINEER'S REPORT AND ASSESSMENT FOR 2023-2024 FISCAL YEAR

WHEREAS, the City Council of the City of Porterville did on the 18th day of July, 2023, adopt its Resolution of Intention No. 41-2023 to order the therein described work in connection with the continuation of assessment procedures in Landscape and Lighting Maintenance Districts, which Resolution of Intention No. 41-2023 was duly and legally published in the time, form and manner as required by Law, shown by the Affidavit of Publication of said Resolution of Intention on file in the Office of the City Clerk; and

WHEREAS, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in the proceeding and concerning the necessity for the contemplated work and the benefits to be derived there from, and said City Council having now acquired jurisdiction to order the proposed work;

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

SECTION 1. **IT IS HEREBY RESOLVED** by the City Council of the City of Porterville that the public interest and convenience require the continuation of assessment procedures for the districts, and said City Council hereby orders that the work and assessment, as set forth and described in said Resolution of Intention No. 41-2023 be done and made; and

SECTION 2. **BE IT FURTHER RESOLVED** that the report filed by the Engineer is hereby finally approved; and

SECTION 3. **BE IT FURTHER RESOLVED** that the assessments for fiscal year 2023-2024 and method of assessment in the Engineer's Report are hereby approved; and

SECTION 4. **BE IT FINALLY RESOLVED** that the assessments are in compliance with California Code, that they are without regard to property valuation, and in compliance with Chapter 1, Article 4, and Chapter 3, Division 15 of the Streets and Highway Code allowing the placement of the charge on the tax roll for collection.

APPROVED, PASSED AND ADOPTED this 1st day of August, 2023.

_____
Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

CITY OF PORTERVILLE, CALIFORNIA
ENGINEER'S REPORT FOR
LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS
2023-2024 FISCAL YEAR

SECTION 1. Authority for Report

This report is prepared by order of the City Council of the City of Porterville, Resolution Number. The report is in compliance with the requirements of Chapter 1, Article 4, and Chapter 3, Division 15 of the Streets and Highways Code, State of California (Landscaping and Lighting Act of 1972).

SECTION 2. General Description

The City Council has heretofore elected to place the permanent landscape area along Westwood Street of Westwood Estates, Unit 1, 2, and 3 subdivisions, into Landscape and Lighting Maintenance District No. 1 and to annex the permanent landscape areas along the perimeter streets of the following developments:

1. Annexation No. 2 = Hillcrest Street right-of-way, fire access road, Jasmine Drive entries; west perimeter including the parcel on which the water tank is located, viewpoint look-out parcel at the northwest corner of Jasmine Ranch Subdivision, and the pedestrian access to each cul-de-sac from Hillcrest Street.
2. Annexation No. 3 = Porter Creek Avenue right-of-way to the center line of the Porter Slough, median entry, 15' landscape area between Porter Creek Subdivision block wall to Westwood Street, the pedestrian access bridge over Porter Slough and all of the maintenance area to the center line of Porter Slough.
3. Annexation No. 4 = LaVida Park Subdivision green belt, east on Plum Way Street and the entries east along Beverly Street.
4. Annexation No. 5 = Westwood Estates #4 Subdivision, along the north and south entries adjacent to the block wall on Westwood Street and the median divider on White Chapel Lane including all trees in front yard planting strip.
5. Annexation No. 6 =Northpointe Subdivision includes lighting located south of Westfield Avenue and east of Mathew Street.
6. Annexation No. 10 = Westview Subdivision located on the corner of Westfield Avenue and Cobb Street.
7. Annexation No. 11 = New Horizons Phase One Subdivision and the remainder parcel located along Springville Ave, and Indiana Street.
8. Annexation No. 14 = Wisconsin Manor One Subdivision located on the corner of Wisconsin Way.
9. Annexation No. 16 = New Horizons Phase Two located on the corner of Indiana Street and Springville Avenue
10. Annexation No. 19 = Castle Woods Phase One Subdivision location along Castle Avenue and Newcomb Street.

11. District No. 2 = North Creek Estates located on Westwood north of Westfield.

12. District No. 3 – New Expressions Phase One Subdivision located along Indiana Street between Springville Avenue and Cleo Avenue.

13. District No. 4 = River Springs Phase One Subdivision located along Newcomb Street.

14. District No. 5 = Castle Woods Phase Two Subdivision located at Median Avenue and Salisbury.

15. District No. 6 = Creekview Estates located between Porter Creek Avenue and the property line in Porter Slough.

16. District No. 7 = Ford Estates located on the corner of Roby and Westwood Avenue.

17. District No. 8 = River Breese located on Newcomb Street Between Pasty and Spring Streets.

18. District No. 12 = Westwood Estates, Unit Five, Phase Two, located on Henderson Avenue and Brandy Way.

19. District No. 15 = Meadowood, Phase One Subdivision, located on Newcomb Street, Cheryl Avenue and York Street.

20. District No. 16 = New Expressions Phase Two Subdivision, located on Lybarger Avenue Cul de Sac at the entry to the Tule River Parkway Trail.

21. District No. 17 = Orchard Ridge Phase Six Subdivision located north of Westfield Avenue between Michael Street and Lombardi Street on Julieann Avenue and Michael Stree.

22. District No. 19 = Williams Ranch, Phase One Located south of Westfield Avenue on Silver Maple Street, Wall Court and San Lucia Court.

23. District No. 23 = River Estates Phase Three Subdivision located Roby Avenue, Belmont, Orange Avenue, Forest Avenue and Parkwest Street.

24. District No. 24 = Orchard Ridge, Phase Eight Subdivision located on Mathew Street, Michael Street, Pamela Avenue and Santa Maria Avenue.

25. District No. 25 = Casas Del Rio Subdivision located on Date Street, Casas Del Rio Avenue, Presidio Avenue, Rio Bonito Street, Alamo Court, Camallia Street, Tule Court and Rio Vista Avenue.

26. District No. 26 = Orchard Ridge, Phase Nine Subdivision located on Belmont Street, Pamela, Santa Maria and Pioneer Avenues.

27. District No. 29 = River Springs Phase Three Subdivision located on Date Avenue, River Springs Drive and Atkins Court.

28. District No. 30 = Sierra Meadows, Phase One, Subdivision located at Indiana Street and Gibbons Avenue.

29. District No. 31 = Williams Ranch, Phase Two and Three Subdivision on Westwood Street between Henderson and Westfield Avenues.

30. District No. 32 = Sunrise Villa, Phase One Subdivision located at Cottage Street and Mulberry Avenue.

31. District No. 33 = New Expressions, Phase Four Subdivision located on Indiana Street, between Springville Avenue and the Tule River.

32. District No. 34 = Meadow Breeze, Phase Three Subdivision located on Matthew Street, Michael Place, Verdugo Place, Lu Ann Place, Belmont Place, Brian Avenue and Castle Avenue.

33. District No. 35 = Meadow Breeze, Phase One Subdivision located on Pioneer Avenue and Salisbury Street.

34. District No. 38 = Ranch Victoria, Phase One Subdivision located on the north side of Putnam Avenue and east of Mathew Street

35. District No. 40 = Amalene Estates Subdivision located on Westwood between the Tule River and Olive Avenue, including Vine Avenue, Clare Avenue, Clare Court, and Dogwood Street.

36. District No. 43 = Sierra Meadows Phase Two Subdivision located on Jaye Street and Gibbons Avenue and including Stacie, Yates and Melinda Avenues and Mesa Oak and Pearson Streets.

37. District No. 44 = Summit Estates, Phase One Subdivision located along Mathew Street and includes Orange Avenue and Lombardi and Argyle Streets.

38. District No. 46 = Moorea Manor Subdivision located along Newcomb and includes San Lucia Lane.

39. District No. 53 = Trooper Terrace Subdivision located on the eest side of Westwood Street between Henderson Avenue and Luisa Avenue.

40. District No. 54 = Windsor Court Cambria Subdivision located on the northwest corner of Henderson Avenue and Elderwood Street.

41. District 57 = The Villas at Sierra Meadows Phases One Right-of-way and easement along Jaye Street frontage of Lots 1 and 28, as well as right-of-way along Joan Ave, S. Lone Oak Ct, and Western Street. Phase Two Right-of-way along the frontages of Joan Avenue, Western Street, Richard Avenue, Mesa Oak St, and Brown Avenue. Phase Three Right-of-way along the frontages of Joan Avenue, Mesa Oak Street and South Howland Court.

SECTION 3. Plans and Specifications

The plans and specifications for the landscaping have been prepared by the developers' engineers and have been approved as part of the improvement plans for the various developments. The plans and specifications for the landscaping are in conformance with the requirements of the City Council's conditions of approval of said Parcel Maps and Subdivisions.

Reference is hereby made to said subdivision maps, parcel maps and assessment diagrams for the exact location of the landscape areas. The plans and specifications by reference are hereby made a part of this report to the same extent as if said plans and specifications were attached hereto.

SECTION 4. Improvements

Landscaping improvements will include landscaping the entry ways, medians and areas behind subdivision block wall.

SECTION 5. Estimated Maintenance Costs

Maintenance is currently being performed by City staff and contract services. Accordingly, the City's record-keeping will be required to be sufficiently accurate to detail the expenses incurred on behalf of each individual annexation so that these costs may be recaptured through assessments.

The City Finance Department presently maintains records of expenditures for each annexation. Because of the restrictions placed upon municipal budgets through the passage of Proposition No. 218 and the lag between the time assessments are made and revenues are collected by the City, it is appropriate that assessments be made in advance of the anticipated expenditures to provide working capital for the maintenance efforts. The fund balance for some districts would appear to justify a refund, however, it is clear that some of the costs for some of the districts have not been properly recognized. The staff is committed to identifying the discrepancies and rectifying them during this fiscal year. Refunds have been included in the form of one-time adjustments to the assessment reducing the amount actually assessed per lot.

The assessments include costs accumulated to date and estimated costs for the 2023-2024 Fiscal Year for Landscape and Lighting District No. 1, including Annexations 2, 3, 4, 5, 6, 10, 11, 14, 16 and 19; Districts 1, 2, 3, 4, 5, 6, 7, 8, 12, 15, 16, 17, 19, 23, 24, 25, 26, 29, 30, 31, 32, 33, 34, 35, 38, 40, 43, 44, 46, 53, 54 and 57.

SECTION 6. Assessment Diagram

Copies of the assessment diagrams were attached to each individual Engineer's Reports and were labeled "Exhibit A". An Index Map is attached to this report identifying the location of the original district and each annexation.

SECTION 7. Assessment

The City Council, in forming Landscape and Lighting Maintenance District No. 1 and in annexing territories to the district, has maintained the philosophy that the subdivider or developer is responsible for the plantings, irrigation system and the maintenance of the improvements until they become well established. The assessments for maintenance thus only include anticipated costs

incurred subsequent to the acceptance of the system by the City Council on behalf of the Maintenance District.

An exception to this philosophy is at Annexation No. 1, Airport Industrial Park, where the owners and the City will share costs for the plantings and irrigation system and the maintenance of improvements.

The maintenance of the landscaping is vital for the protection of both economic and humanistic values of the development. The City Council has heretofore determined that for the preservation of values incorporated within developments adjacent to landscaped areas, the landscaped areas should be included in a maintenance district to ensure satisfactory levels of maintenance. The establishment of the assessment for each development must be on a unit by unit basis which will preserve the integrity of each project. There should be a review of each annexation and District to determine if there are changed conditions that effect the assessment.

The determination of benefit for the lots within the districts takes into consideration the facts for the original districts and all annexations thereto.

Following are estimated maintenance costs and assessments for each Annexation and District.

Annexation No. 2 - Jasmine Ranch
Fiscal Year 2023/2024
Maximum Assessment $8,000.00

Estimated Accumulated Costs 2022/2023							$	6,108.90
Maintenance:	22,100		sq.ft. of landscaping area					
Project Management:	22		lots					
Fund Balance:	$ 2,375.33							
1. Landscape	22,100	sq.ft.	@	$	0.190	=	$	4,199.00
2. Utilities	22,100	sq.ft.	@	$	0.150	=	$	3,315.00
3. Repair/Maintenance	22,100	sq.ft.	@	$	0.100	=	$	2,210.00
4. Tree Maintenance	22,100	sq.ft.	@	$	0.005	=	$	110.50
5. Printing/Postage	22,100	sq.ft.	@	$	0.004	=	$	88.40
				$	0.449	=	$	9,922.90
Maintenance	9,923	sq.ft.	x	$	0.449	=	$	4,455.43
Administrative Fee	$ 9,922.90		x	$0.10			$	992.29
County Fee	22		x	$1.00/per lot			$	22.00
Reserves 15% of total cost of maintenance							$	1,488.44
Eliminate deficit fund balance over 10 years - 10% of fund deficit								
							$	6,958.16

FORMULA FOR ASSESSMENT

$$A = \text{Assessment per lot} = \frac{\text{Total Assessment} - F}{L}$$

L = Number of lots

F = Assessment for remainder parcel

The 2023/2024 assessment will be spread based upon the above formula. There are 22 lots in Unit One. The 47.89 acre remainder parcel is included on the final subdivision map and will be assessed 20% of the total estimated cost for landscaping maintenance until it is developed at which time it will be combined with the other completed units and assessed fully.

Estimated Assessment **F = $6958.16 x .20 = $1391.63 for remainder**
A = $6958.16-$2,485.13 = $203.32 per lot in Unit One

2022/2023 Assessment **F = $8,000 x .20 = $1,600.00 for remainder**
A = 8,000-1600 = $290.90 per lot in Unit One
22

2023/2024 Assessment **F = $8,000 x .20 = $1,600.00 for remainder**
A = 8,000-1600 = $290.90 per lot in Unit One
22

Annex. 3 Porter Creek, Dist. 2 North Creek, Dist. 6 Creekview
Fiscal Year 2023/2024

Estimated Accumulated 2022/2023						$ 25,971.51
Maintenance:	125,477	sq.ft. of landscaping				
Project Management:	297	lots,lighting 5 lumens @ 5,800				
Fund Balance:	$ 16,449.79					

Maintenance

1. Landscape/Tree Maintenance	125,477	@ $	0.125	=	$	15,684.63
2. Grafitti Maintenance	125,477	@ $	0.02	=	$	2,509.54
3. Postage	125,477	@ $	0.005	=	$	627.39
4. Utilities	125,477	@ $	0.06	=	$	7,528.62
5. Printing	125,477	@ $	0.005	=	$	627.39
6. Repair/Maintenance	125,477	@ $	0.01	=	$	1,254.77
			0.225	=	$	28,232.33

Maintenance	125,477	$	0.225	=	$	28,232.33
Administrative Fee	$ 28,232.33	x	$0.10	=	$	2,823.23
County Fee	297 lots	@ $1.00/per lot		=	$	297.00
Reserves	15% of total cost of maintenance			=	$	4,234.85
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	$	-
			Total		$	35,587.41

Estimated cost per year	**$ 35,587.41**	=		**$119.82**
	297			
2023/2024 Assessment	**$ 35,587.41**	=		**$119.82**
	297			

Annexation No. 4 - La Vida Park
Fiscal Year 2023/2024
Maximum Assessment $2,469.42

Estimated Accumulated Costs 2022/2023 $ 3,265.60

Maintenance:	3,790	sq. ft. of landscaping area, 437 feet of wall
Project Management:	17	lots
Fund Balance:	$(2,697.00)	

1. Landscape	3,790	sq.ft.	@ $	0.450	=	$ 1,705.50
2. Utilities	3,790	sq.ft.	@ $	0.400		$ 1,516.00
3. Repair/Maintenance	3,790	sq.ft.	@ $	0.150	=	$ 568.50
4. Tree Maintenance	3,790	sq.ft.	@ $	0.100	=	$ 379.000
5. Printing/Postage	3,790	sq.ft.	@ $	0.020	=	$ 75.80
			$	1.120	=	$ 4,244.80

Maintenance	3,790	sq.ft.	x $ 1.120	= $ 4,244.80
Administrative Fee	$ 4,244.80		x $ 0.10	$ 424.48
County Fee	17 lots		x $1.00/per lot	$ 17.00
Reserves 15% of total cost of maintenance				$ 636.72
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				$ 269.70
				$ 5,592.70

Estimated Cost Per Year $ 5,592.70 / 17 = $ **328.98**

2022/2023 Assessment $ 2,469.42 / 17 = $ **145.26**

2023/2024 Assessment $ 2,469.42 / 17 = $ **145.26**

Annexation No. 6 - Northpointe Subdivision
Fiscal Year 2023/2024
Maximum Assessment $ 1,722.52

Estimated Accumulated Costs 2022/2023 $ 739.56

Maintenance:	lighting:	6 ea. @ 5,800 lumens
		11 ea. @ 9,500 lumens
		2 ea. @ 16,000 lumens
Project Management:	81	lots
Fund Balance:	$ 793.67	

1. Utilities	11 @ 5,800 lumens	x $ 104.16	=	$ 624.96
	8 @ 9,500 lumens	x $ 125.16	=	$ 1,376.76
2. Printing/Postage	1	@ $ 75.000	=	$ 75.00
				$ 2,076.72

e

Maintenance	$ 2,076.72	x 1	=	$ 2,076.72
Administrative Fee	$ 2,076.72	x $ 0.10	=	$ 207.67
County Fee	81	x $1.00/per lot	=	$ 81.00
Reserves 15% of total cost of maintenance				$ 311.51
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				$ -
				$ 2,676.90

Estimated Cost Per Year	**$ 2,676.90 / 81**	**=**	**$ 33.05**
2022/2023 Assessment	**$ 1,045.80 / 81**	**=**	**$ 12.90**
2023/2024 Assessment	**$ 1,045.80 / 81**	**=**	**$ 12.90**

Annexation No. 10 - Westview Subdivision
Fiscal Year 2023/2024
Maximum Assessment $1,824.30

Estimated Accumulated Costs 2022/2023 $ 2,839.76

Maintenance:	1,307	sq.ft. of landscaping area
Lighting	4	ea. @ 5,800 lumens
Project Management:	16	lots
Fund Balance:	$ (1,534.01)	

1. Landscape	1,307	sq.ft.	@ $	0.600	=	$ 784.20
2. Utilities	1,307	sq.ft.	@ $	0.400	=	$ 522.80
3. Repair/Maintenance	1,307	sq.ft.	@ $	0.300	=	$ 392.10
4. Printing/Postage	1,307	sq.ft.	@ $	0.058	=	$ 75.81
			$	1.358	=	$ 1,774.91

Maintenance	1,307	sq.ft.	x $	1.358	= $ 1,774.91
Administrative Fee	$ 1,774.91		x $0.10		= $ 177.49
County Fee	16		x $1.00/per lot		= $ 16.00
Reserves 15% of total cost of maintenance					= $ 266.24
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					= $ 153.40
					$ 2,388.04

Estimated Cost Per Year **$ 2,388.04 / 16 = $ 149.25**

2022/2023 Assessment **$ 1,824.30 / 16 = $ 114.02**

2023/2024 Assessment **$ 1,824.30 / 16 = $ 114.02**

Annexation No. 11 - New Horizons Phase 1 Subdivision
Fiscal Year 2023/2024
Maximum Assessment $1,045.80

Estimated Accumulated Costs 2022/2023						$ 624.22
Maintenance:	lighting:	6 ea. @ 5,800 lumens				
		11 ea. @ 9,500 lumens				
		2 ea. @ 16,000 lumens				
Project Management:	63	lots				
Fund Balance:	$ 519.24					
1. Utilities	6 @ 5,800 lumens	x	$	104.16	=	$ 624.96
	11 @ 9,500 lumens	x	$	125.16	=	$ 1,376.76
	2 @ 16,000 lumens	x	$	327.36	=	$ 327.36
2. Printing/Postage	1	@	$	75.000	=	$ 75.00
						$ 2,404.08

Maintenance	$ 2,404.08	x		1	=	$ 2,404.08
Administrative Fee	$ 2,404.08	x	$	0.10	=	$ 240.41
County Fee	63	x	$1.00/per lot		=	$ 63.00
Reserves 15% of total cost of maintenance					=	$ 360.61
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	$ (51.92)
						$ 3,016.18

Estimated Cost Per Year	**$ 3,016.18 / 63**	=	**$ 47.88**
2022/2023 Assessment	**$ 1,045.80 / 63**	=	**$ 16.60**
2023/2024 Assessment	**$ 1,045.80 / 63**	=	**$ 16.60**

Annexation No. 14 - Wisconsin Manor 1 Subdivision
Fiscal Year 2023/2024
Maximum Assessment $1,824.69

Estimated Accumulated Costs 2022/2023	$	528.76

Maintenance:	3,030	sq.ft. of landscaping area
Lighting:	3 ea. @	5,800 lumens
Project Management:	8	lots
Fund Balance:	$ (642.94)	

1. Landscape	3,030	sq.ft.	@	$	0.050	=	$	151.50
2. Utilities	3,030	sq.ft.	@	$	0.130	=	$	393.90
3. Repair/Maintenance	3,030	sq.ft.	@	$	0.030	=	$	90.90
4. Printing/Postage	3,030	sq.ft.	@	$	0.025		$	75.75
				$	0.235	=	$	712.05

Maintenance	3,030	sq.ft.	x	$	0.235	= $	712.05
Administrative Fee	$ 712.05		x		$0.10	= $	71.21
County Fee	8 lots		x	$1.00/per lot		= $	8.00
Reserves	15% of total cost of maintenance					$	106.81
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						$	64.29
						$	962.36

Estimated Cost Per Year	**$ 962.36** / **8**	= $	**120.29**
2022/2023 Assessment	**$ 1,824.69** / **8**	= $	**228.08**
2023/2024 Assessment	**$ 1,824.69** / **8**	= $	**228.08**

Annexation No. 16 - New Horizon's Phase Two Subdivision
Fiscal Year 2023/2024

Estimated Accumulated Costs 2022/2023	$	624.22

Maintenance: Lighting: 8 each @ 5,800 lumens
Project Management: 81 lots
Fund Balance: $ 519.24

1. Utilities	8 lumens @ $52.08	=	$	416.64
2. Printing/Copying	81 @ $ 1.00	=	$	81.00
			$	497.64

Maintenance	$ 497.64	x 1	=	$	497.64
Administrative Fee	$ 497.64	x $0.10	=	$	49.76
County Fee	81	x $1.00/per lot	=	$	81.00
Reserves 15% of total cost of maintenance			=	$	74.65
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				$	-
				$	703.05

Estimated Cost Per Year	**$ 703.05 / 81**	=	**$**	**8.68**
2023/2024 Assessment	**$ 703.05 / 81**	=	**$**	**8.68**

Annexation No. 19 - Castle Woods Phase 1 Subdivision
Fiscal Year 2023/2024
Maximum Assessment $919.20

Estimated Accumulated Costs 2022/2023 $392.48

Maintenance:	lighting:	9 ea. @ 5,800 lumens 1 ea. @ 16,000 lumens	
Project Management:	30	lots	
Fund Balance:	$ 97.01		

1. Utilities	9 @ 5,800 lumens	x	$ 104.160	=	$ 937.44
	1 @ 16,000 lumens	x	$ 327.36	=	$ 327.36
2. Printing/Postage	1	@	$ 75.00	=	$ 75.00
					$ 1,339.80

Maintenance	$ 1,339.80	x	1	=	$ 1,339.80
Administrative Fee	$ 1,339.80	x	$ 0.10	=	$ 133.98
County Fee	30	x	$1.00/per lot	=	$ 30.00
Reserves 15% of total cost of maintenance					$ 200.97
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					
					$ 1,704.75

Estimated Cost Per Year	**$ 1,704.75 / 30**	=	**$ 56.83**
2022/2023 Assessment	**$ 919.20 / 30**	=	**$ 30.64**
2023/2024 Assessment	**$ 919.20 / 30**	=	**$ 30.64**

District 3 - New Expressions Phase 1 Subdivision
Fiscal Year 2023/2024
CPI Approved 1998 Maximum Assessment $1,296.59

Estimated Accumulated Costs 2022/2023						$	384.83
Maintenance: lighting:	10 lumens	@	5,800 each				
Project Management:	56	lots					
Fund Balance:	$ 393.42						
						Formula	
1 Utilities	10 lumens	@	$ 30.21	=		$	302.10
2 Printing/Copying	1	@	$ 50.00	=		$	50.00
						$	352.10
Maintenance	$ 352.10	x	1	=		$	352.10
Administrative Fee	$ 352.10	x	$ 0.10	=		$	35.21
County Fee	56	x	$1.00/per lot	=		$	6.00
Reserves 15% of total cost of maintenance				=		$	52.82
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=		$	-
						$	446.13
Estimated Cost Per Year			**$ 446.13 / 56**	=		**$**	**7.97**
2023/2024 Assessment			**$ 446.13 / 56**	=		**$**	**7.96**

District No. 4 - River Springs Phase 1 Subdivision
Fiscal Year 2023/2024
Approved CPI 2003 (Adjusted 2003)
Maximum Assessment $3,134.58

Estimated Accumulated Costs 2022/2023							$	5,646.49
Maintenance:		2,100	sq.ft. of landscaping area					
Project Management:		51 lots						
Fund Balance:	$	(3,312.30)						
1. Landscape		2,100	sq.ft. @	$	0.980	=	$	2,058.00
2. Utilities		2,100	sq.ft. @	$	0.380	=	$	798.00
3. Repair/Maintenance		2,100	sq.ft. @	$	0.030	=	$	63.00
4. Printing/Postage		2,100	sq.ft. @	$	0.036	=	$	75.39
				$	1.426	=	$	2,994.39
Maintenance		2,100	sq.ft. x	$	1.426	=	$	2,994.39
Administrative Fee	$	2,994.39	x	$	0.10	=	$	299.44
County Fee		51 lots	x		$1.00/per lot	=	$	51.00
Reserves		15% of total cost of maintenance				=	$	449.16
Eliminate Deficit Fund Balance over 10 years -		10% of fund deficit				=	$	331.23
							$	4,125.22

Estimated Cost Per Year	**$ 4,125.22** / **51**	=	**$**	**54.71**
2022/2023 Assessment	**$ 3,134.58** / **51**	=	**$**	**61.46**
2023/2024 Assessment	**$ 3,134.58** / **51**	=	**$**	**61.46**

District No. 5 - Castle Woods Phase 2 Subdivision
Fiscal Year 2023/2024
Maximum Assessment $1,021.48
Approved CPI 2002 (Adjusted 2008)

Estimated Accumulated Costs 2022/2023						$	1,720.10
Maintenance:	1,715	sq.ft. of landscaping area					
Lighting:	8 ea. @ 5,800 lumens						
Project Management:	25 lots						
Fund Balance:	$ (12,566.46)						
1. Landscape	1,715	sq.ft.	@ $	0.400	=	$	686.00
2. Utilities	1,715	sq.ft.	@ $	0.300	=	$	514.50
3. Repair/Maintenance	1,715	sq.ft.	@ $	0.030	=	$	51.45
4. Printing/Postage	1,715	sq.ft.	@ $	0.044	=	$	75.46
			$	0.774	=	$	1,327.41
Maintenance	1,715	sq.ft.	x $	0.774	=	$	1,327.41
Administrative Fee	$ 1,327.41		x $	0.10	=	$	132.74
County Fee	25 lots		x $1.00/per lot		=	$	25.00
Reserves	15% of total cost of maintenance				=	$	199.11
Eliminate Deficit Fund Balance over 10 years -	10% of fund deficit				=	$	1,256.65
						$	2,940.91
Estimated Cost Per Year			**$ 2,940.91**		=	**$**	**117.64**
			25				
2022/2023 Assessment			**$ 1,021.48**		=	**$**	**40.86**
			25				
2023/2024 Assessment			**$ 1,021.48**		=	**$**	**40.86**
			25				

District No. - 7 Ford Estates
Fiscal Year 2023/2024
Approved CIP 1999
(Adjusted 1999)
Maximum Assessment $2,857.88

Estimated Accumulated Costs 2022/2023 $ 2,880.14

Maintenance:	1,365	sq.ft. of landscaping area
Lighting:	5	4 ea. @ 5,800 lumens
		1 ea. @ 16,000 lumens
Project Management:	20	lots
Fund Balance:	$ (613.62)	

1. Landscape	1,365	sq.ft.	@	$	1.150	=	$ 1,569.75
2. Utilities	1,365	sq.ft.	@	$	0.500	=	$ 682.50
3. Repair/Maintenance	1,365	sq.ft.	@	$	0.130	=	$ 177.45
4. Printing/Postage	1,365	sq.ft.	@	$	0.055	=	$ 75.08
				$	1.835	=	$ 2,504.78

Maintenance	1,365	sq.ft.	x	$ 1.835	=	$2,504.78
Administrative Fee	$ 2,504.78		x	$0.10	=	$ 250.48
County Fee	20 lots		x	$1.00/per lot	=	$ 20.00
Reserves	15% of total cost of maintenance					$ 375.72
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						$ (61.36)
						$3,212.34

Estimated Cost Per Year **$ 3,212.34 / 20 = $ 160.62**

2022/2023 Assessment **$ 2,857.88 / 20 = $ 142.88**

2023/2024 Assessment **$ 2,857.88 / 20 = $ 142.88**

District No. 8 - River Breeze Subdivision
Fiscal Year 2023/2024
Approved CPI 2003
(Adjusted 2003)
Maximum Assessment $5,043.35

Estimated Accumulated Costs 2022/2023							$ 2,337.43
Maintenance:	1,000	sq.ft. of landscaping area , 25,600 sq.ft. of fire break					
Lighting:	9	8 ea. @ 5,800 lumens 1 ea. @ 16,000 lumens					
Lot:	37						
Fund Balance:	$ 643.63						
1. Landscape	1,000	sq.ft.	@	$ 2.000	=	$	2,000.00
2. Utilities	1,000	sq.ft.	@	$ 0.750	=	$	750.00
3. Repair/Maintenance	1,000	sq.ft.	@	$ 0.030	=	$	30.00
4. Tree Maintenance	1,000	sq.ft.	@	$ 0.450	=	$	450.00
5. Printing/Postage	1,000	sq.ft.	@	$ 0.075	=	$	75.00
				$ 3.305	=	$	3,305.00
Maintenance	1,000	sq.ft.	x	$ 3.305	=	$	3,305.00
Administrative Fee	$ 3,305.00		x	$0.10	=	$	330.50
County Fee	37 lots		x	$1.00/per lot	=	$	37.00
Reserves	15% of total cost of maintenance					$	495.75
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						$	-
						$	4,168.25
Estimated Cost Per Year				**$ 4,168.25** / **37**	=	$	112.66
2022/2023 Assessment				**$ 1,862.00** / **37**	=	$	50.32

District No. 15 - Meadowood Phase 1
Fiscal Year 2023/2024
Approved CPI 2001 (Adjusted 2001)
Maximum Assessment $8,191.95

Estimated Accumulated Costs 2022/2023 $ 4,855.08

Maintenance:	7,723	sq.ft. of landscaping area
Lighting:	14	10 ea. @ 5,800 lumens
		1 ea. @ 9,500 lumens
		3 ea. @ 16,000 lumens
Project Management:	48	
Fund Balance:	$ (1,623.81)	

1. Landscape	7,723	sq.ft.	@	$ 0.025 0	=	$	193.08
2. Utilities	7,723	sq.ft.	@	$ 0.500	=	$	3,861.50
3. Repair/Maintenance	7,723	sq.ft.	@	$ 0.020	=	$	154.46
4. Tree Maintenance	7,723	sq.ft.	@	$ 0.020 0	=	$	154.46
5. Printing/Postage	7,723	sq.ft.	@	$ 0.0098	=	$	75.69
				$ 0.575		$	4,439.18

Maintenance	7,723	sq.ft.	x	$ 0.575	=	$ 4,439.18
Administrative Fee	$ 4,439.18		x	$ 0.10	=	$ 443.92
County Fee	48 lots		x	$1.00/per lot	=	$ 48.00
Reserves 15% of total cost of maintenance					=	$ 665.88
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	$162.38
						$5,759.36

Estimated Cost Per Year $ 5,759.36 / 48 = **$ 119.99**

2022/2023 Assessment $ 5,596.98 / 48 = **$ 116.60**

2023/2024 Assessment $ 5,764.89 / 48 = **$ 120.10**

District No. 16 - New Expressions Phase 2
Fiscal Year 2023/2024

Estimated Accumulated 2022/2023		$ 4,233.87

Maintenance: 5,800 sq.ft. of landscaping, Playground area 30%
Project Management: 54 lots, lighting 13 lumens @ 5,800
Fund Balance: $ 486.23

Maintenance

1. Landscape/Tree Maintenance	5,800 @	$ 0.350	=	$	2,030.00
2. Grafitti Maintenance	5,800 @	$ 0.010	=	$	58.00
3. Postage	5,800 @	$ 0.025	=	$	145.00
4. Utilities	5,800 @	$ 0.012	=	$	69.60
5. Printing	5,800 @	$ 0.140	=	$	812.00
6. Repair/Maintenance	5,800 @	$ 0.025	=	$	145.00
		0.562	=	$	3,259.60

Maintenance	5,800	$ 0.562	=	$	3,259.60
Administrative Fee	$ 3,259.60 x	$ 0.100	=	$	325.96
County Fee	54 lots @ $1.00/per lot		=	$	54.00
Reserves 15% of total cost of maintenance			=	$	488.94
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit			=	$	-
	Total			$	4,128.50

Estimated Cost Per Year:	**$ 4,128.50**	=	**$**	**76.44**
	54			
2023/2024 Assessment	**$ 4,334.93**	=	**$**	**80.28**
	54			

District No. 17 Orchard Ridge Phase 6
Fiscal Year 2023/2024
Approved CPI 2007
Maximum Assessment $633.36

Estimated Accumulated Costs 2022/2023	$	269.56

Maintenance:	lighting	7 ea. @ 5,800 lumens
Project Management:	32	lots
Fund Balance:	$ 96.22	

1. Utilities	7 @ 5,800 lumens	@	$ 104.1600	=	$	729.12
2. Printing	1	@	$ 50.0000	=	$	50.00
					$	779.12

Maintenance	$ 779.12	x	1	=	$	779.12
Administrative Fee	$ 779.12	x	$ 0.10	=	$	77.91
County Fee	32	x	$1.00/per lot	=	$	32.00
Reserves 15% of total cost of maintenance				=	$	116.87
Eliminate Deficit Fund Balance over 10 years -			10% of fund deficit =	=	$	-
					$	1,000.90

Estimated Cost Per Year	**$ 1,000.90 / 32**	=	**$ 31.28**
2023/2024 Assessment	**$ 633.36 / 32**	=	**$19.78**

District No.19 - William Ranch Phase 1
Fiscal Year 2023/2024
Approved CPI 2002 (Adjusted 2008)
Maximum Assessment $7,027.83

Estimated Accumulated Costs 2022/2023 $ 9,297.91

Maintenance:	7,723	sq.ft. of landscaping area
Lighting:	14	10 ea. @ 5,800 lumens
		1 ea. @ 9,500 lumens
		3 ea. @ 16,000 lumens
Project Management:	41	
Fund Balance:	$ (3,259.50)	

1. Landscape	13,910	sq.ft.	@	$ 0.120	=	$ 1,669.20
2. Utilities	13,910	sq.ft.	@	$ 0.150	=	$ 2,086.50
3. Repair/Maintenance	13,910	sq.ft.	@	$ 0.020	=	$ 278.20
5. Tree Maintenance	13,910	sq.ft.	@	$ 0.050	=	$ 695.50
4. Printing/Postage	13,910	sq.ft.	@	$ 0.0054	=	$ 75.11
				$ 0.3454		$ 4,804.51

Maintenance	13,910	sq.ft.	x	$ 0.3454	=	$ 4,804.51
Administrative Fee	$ 4,804.51		x	$ 0.10	=	$ 480.45
County Fee	48 lots		x	$1.00/per lot	=	$ 48.00
Reserves 15% of total cost of maintenance					=	$ 720.68
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	$325.95
						$ 6,379.59

Estimated Cost Per Year	**$ 6,379.59**	=	**$**	**155.60**
	41			
2022/2023 Assessment	**$ 5,472.36**	=	**$**	**133.47**
	41			
2023/2024 Assessment	**$ 6,019.59**	=	**$**	**146.82**
	41			

District No.23 - River View
Fiscal Year 2023/2024
Approved CPI 2002
Maximum Assessment $840.44

Estimated Accumulated Costs 2022/2023						$ 423.26
Maintenance:	lighting	11 ea. @ 5,800 lumens				
Project Management:	66	lots				
Fund Balance:	$ 420.00					
1. Utilities	11 @ 5,800 lumens	@	$ 104.1600	=	$	1,145.76
2.Printing/ Postage	1	@	$ 75.0000	=	$	75.00
					$	1,220.76
Maintenance	$ 1,220.76	x	1	=	$	1,220.76
Administrative Fee	$ 1,220.76	x	$ 0.10	=	$	122.08
County Fee	66	x	$1.00/per lot	=	$	66.00
Reserves 15% of total cost of maintenance				=	$	183.11
Eliminate Deficit Fund Balance over 10 years -		10% of fund deficit	=	=	$	-
					$	1,591.95

Estimated Cost Per Year $\frac{\$ \quad 1{,}591.95}{66} = \$ \quad 24.49$

2022/2023 Assessment $\frac{\$ \quad 840.44}{66} = \$ \quad 12.72$

2023/2024 Assessment $\frac{\$ \quad 840.44}{66} = \$ \quad 12.72$

District No. 24 - Orchard Ridge Phase 8
Fiscal Year 2023/2024
Approved CIP 2003
Adjusted 2008
Maximum Assessment $2,607.14

Estimated Accumulated Costs 2022/2023					$	2,693.42
Maintenance:	3,538	sq.ft. of landscaping area				
Project Management:	44 lots					
Fund Balance:	$ (14,038.42)					
1. Landscape	3,538	sq.ft. @	$ 0.190	=	$	672.22
2. Utilities	3,538	sq.ft. @	$ 0.360	=	$	1,273.68
3. Repair/Maintenance	3,538	sq.ft. @	$ 0.030	=	$	106.14
4. Tree Maintenance	3,538	sq.ft. @	$ 0.050	=	$	176.90
5. Printing/Postage	3,538	sq.ft. @	$ 0.021	=	$	75.01
			$ 0.651	=	$	2,303.95
Maintenance	3,538	sq.ft. x	$ 0.65	=	$	2,303.95
Administrative Fee	$ 2,303.95	x	$ 0.10	=	$	230.39
County Fee	44	x	$1.00/per lot	=	$	44.00
Reserves	15% of total cost of maintenance			=	$	345.59
Eliminate Deficit Fund Balance over 10 years -	10% of fund deficit			=	$	1,403.84
					$	4,327.77
Estimated Cost Per Year			**$ 4,327.77 / 44**	=	**$**	**98.36**
2022/2023 Assessment			**$ 2,607.14 / 44**	=	**$**	**59.24**
2023/2024 Assessment			**$ 2,607.14 / 44**	=	**$**	**59.24**

District No. 25 - Casas del Rio Subdivision
Fiscal Year 2023/2024
Approved CPI 2003
(Adjusted 2003)
Maximum Assessment $33,112.96

Estimated Accumulated Costs 2022/2023						$	14,489.24
Maintenance:	55,950		sq. ft. of landscaping are				
Project Management:	118		lots				
Fund Balance:	$ 4,221.32						
1. Landscape	55,950	sq.ft.	@	$ 0.150	=	$	8,392.50
2. Utilities	55,950	sq.ft.	@	$ 0.060	=	$	3,357.00
3. Repair/Maintenance	55,950	sq.ft.	@	$ 0.070	=	$	3,916.50
4. Tree Maintenance	55,950	sq.ft.	@	$ 0.020		$	1,119.00
5. Printing/Postage	55,950	sq.ft.	@	$ 0.00135	=	$	75.53
6. Graffiti Maintenance	55,950	sq.ft.	@	$ 0.005	=	$	279.75
				$ 0.306		$	17,140.28
Maintenance	55,950	sq.ft.	x	0.306	=	$	17,140.28
Administrative Fee	$ 17,140.28		x	$0.10	=	$	1,714.03
County Fee	118		x	$1.00/per lot	=	$	118.00
Reserves	15% of total cost of maintenance				=	$	2,571.04
Eliminate deficit fund balance over 10 years - 10% of fund deficit					=		
						$	21,543.35

Estimated Cost Per Year	**$ 21,543.35** / **118**	=	**$ 182.57**
2022/2023 Assessment	**$ 22,610.32** / **118**	=	**$ 191.61**
2023/2024 Assessment	**$ 22,610.32** / **118**	=	**$ 191.60**

District 26 - Orchard Ridge Phase 9 Subdivision
Fiscal Year 2023/2024
Maximum Assessment $910.98

Estimated Accumulated Costs 2022/2023	$	384.83

Maintenance: Lighting: 14 each @ 5,800 lumens, 5 each @ 9,500 lumens
Project Management: 78 lots
Fund Balance: $ 193.20

1. Utilities	10 lumens @	$30.21	=	$	422.94
2. Printing/Copying	1 @	$50.00	=	$	50.00
				$	472.94

Maintenance	$	472.94	x 1	=	$ 472.94
Administrative Fee	$	472.94	x $0.10	=	$ 47.29
County Fee		47	x $1.00/per lot	=	$ 47.00
Reserves 15% of total cost of maintenance				=	$ 70.94
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					$ -
					$ 638.18

Estimated Cost Per Year	**$ 638.18 / 47**	**=**	**$ 13.58**
2023/2024 Assessment	**$ 910.98 / 47**	**=**	**$ 19.38**

District No.29 - River Springs Phase 3 Subdivision
Fiscal Year 2023/2024
Approved CPI 2007
Adjusted (2007)
Maximum Assessment $ 751.74

Estimated Accumulated Costs 2022/2023				$	346.43
Maintenance:	lighting:	9 ea. @ 5,800 lumens			
Project Management:	36	lots			
Fund Balance:	$ 716.77				
1. Utilities	9 @ 5,800 lumens	x $ 104.160	=	$	624.96
2. Printing/Postage	1	@ $ 75.000	=	$	75.00
				$	699.96
			=		
Maintenance	$ 699.96	x 1	=	$	699.96
Administrative Fee	$ 699.96	x $ 0.10	=	$	70.00
County Fee	36	x $1.00/per lot	=	$	36.00
Reserves 15% of total cost of maintenance				$	104.99
Eliminate Deficit Fund Balance over 10 years -		10% of fund deficit		$	-
				$	910.95
Estimated Cost Per Year		**$ 910.95 / 36**	**=**	**$**	**25.30**
2022/2023 Assessment		**$ 751.74 / 36**	**=**	**$**	**20.88**
2023/2024 Assessment		**$ 751.74 / 36**	**=**	**$**	**20.88**

District No. 30 - Sierra Meadows Phase 1 Subdivision
Fiscal Year 2023/2024
Approved CPI 2006
(Adjusted 2006)
Maximum Assessment $16,773.66

Estimated Accumulated Costs 2022/2023 $ 11,573.68

Maintenance:	26,639	sq.ft. of landscaping area, 2739 feet of wall
Lighting:	32	23 ea. @ 5,800 lumens
		4 ea. @ 9,500 lumens
		5 ea. @ 16,000 lumens
Project Management:	56	lots
Fund Balance:	$ (836.84)	

1. Landscape	26,639	sq.ft.	@	$ 0.0600	=	$	1,598.34
2. Utilities	26,639	sq.ft.	@	$ 0.1200	=	$	3,196.68
3. Repair/Maintenance	26,639	sq.ft.	@	$ 0.0200		$	532.78
4. Graffiti Maintenance	26,639	sq.ft.	@	$ 0.0059	=	$	157.17
5. Tree Maintenance	26,639	sq.ft.	@	$ 0.0040	=	$	106.56
6. Printing/Postage	26,639	sq.ft.	@	$ 0.00282	=	$	75.12
				$ 0.2127		$	5,666.65

Maintenance	26,639	sq.ft.	@	x $ 0.21272	=	$	5,666.65
Administrative Fee	$ 5,666.65			x $ 0.10	=	$	566.67
County Fee	56 lots			x $1.00/per lot	=	$	56.00
Reserves 15% of total cost of maintenance					=	$	850.00
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit =					=	$	83.68
						$	7,223.00

Estimated Cost Per Year **$ 7,223.00 / 56 = $ 128.98**

2022/2023 Assessment **$ 7,347.57 / 56 = $ 131.21**

2023/2024 Assessment **$ 7,568.00 / 56 = $ 135.14**

District No. 31 - Williams Ranch Phase 2 & 3 Subdivision
Fiscal Year 2023/2024
Approved CPI 2006 (Adjusted 2006)
Maximum Assessment $2,303.51

Estimated Accumulated Costs 2022/2023 $ 4,564.22

Maintenance:	6,512	sq.ft. of landscaping area, 437 feet of wall
Lighting:	26	24 ea. @ 5,800 lumens
		2 ea. @ 16,000 lumens
Project Management:	85	
Fund Balance:	$ (25,877.14)	

1. Landscape	6,512	sq.ft.	@ $ 0.190	=	$	1,237.28
2. Utilities	6,512	sq.ft.	@ $ 0.080	=	$	520.96
3. Repair/Maintenance	6,512	sq.ft.	@ $ 0.040	=	$	260.48
4. Tree Maintenance	6,512	sq.ft.	@ $ 0.130	=	$	846.56
5. Printing/Postage	6,512	sq.ft.	@ $ 0.0115	=	$	74.89
6. Graffiti Maintenance	6,512	sq.ft.	@ $ 0.025	=	$	162.80
			$ 0.477		$	3,102.97

Maintenance	3,103	sq.ft.	x $ 0.477	=	$ 1,480.12
Administrative Fee	$ 3,102.97		x $ 0.10	=	$ 310.30
County Fee	85 lots		x $1.00/per lot	=	$ 85.00
Reserves 15% of total cost of maintenance				=	$ 465.45
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit =					$ 2,587.71
					$ 4,928.58

Estimated Cost Per Year **$ 4,928.58 / 85 = $ 57.98**

2022/2023 Assessment **$ 2,303.51 / 85 = $ 27.10**

2023/2024 Assessment **$ 2,303.51 / 85 = $ 27.10**

District No. 32 - Sunrise Villa Phase 1-3
Fiscal Year 2023/2024
Approved CPI 2006
Maximum Assessment $1,513.54

Estimated Accumulated Costs 2022/2023 $ 500.17

Maintenance:	lighting	13ea. @ 5,800 lumens	
Project Management:	54	lots	
Fund Balance:	$ 400.16		

1. Utilities	13 @ 5,800 lumens	@	$	30.2100	=	$	392.73
2. Printing	1	@	$	50.0000	=	$	50.00
						$	442.73

Maintenance	$	442.73	x	1	=	$	442.73
Administrative Fee	$	442.73	x	$ 0.10	=	$	44.27
County Fee		54	x	$1.00/per lot	=	$	54.00
Reserves 15% of total cost of maintenance					=	$	66.41
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	=	
						$	607.41

Estimated Cost Per Year **$ 607.41 / 54 = $ 11.25**

2023/2024 Assessment **$ 525.18 / 54 = $ 9.72**

District No. 33 - New Expressions Phase 4 Subdivision
Fiscal Year 2023/2024
Approved CPI 2006
(Adjusted 2006)
Maximum Assessment $1,504.87

Estimated Accumulated Costs 2022-2023						$	502.39
Maintenance:	220 ft. of wall						
Lighting:	11 ea. @ 5,800 lumens						
	2 ea. @ 9,500 lumens						
Project Management:	58 lots						
Fund Balance:	$ 222.43						
1. Utilities	11 @ 5,800 lumens	@	$	104.160	=	$	1,145.76
	2 @ 9,500 lumens	@	$	125.160	=	$	250.32
2. Printing/Postage	1	@	$	75.000	=	$	75.00
						$	1,471.08
Maintenance	$ 1,471.08	x		1	=	$	1,471.08
Administrative Fee	$ 1,471.08	x	$	0.10	=	$	147.11
County Fee	58 lots	x	$1.00/per lot		=	$	58.00
Reserves 15% of total cost of maintenance						$	220.66
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						$	-
						$	1,896.85
Estimated Cost Per Year			**$ 1,896.85**		=	**$**	**32.70**
			58				
2022/2023 Assessment			**$ 752.44**		=	**$**	**12.96**
			58				
2023/2024 Assessment			**$ 752.44**		=	**$**	**12.96**
			58				

District No. 34 - Meadow Breeze Phase 2
Fiscal Year 2023/2024
Approved CPI 2006
(Adjusted 2006)
Maximum Assessment $1,928.30

Estimated Accumulated Costs 2022/2023			$	808.68
Maintenance:	lighting:	14 ea. @ 5,800 lumens 5 ea. @ 9,500 lumens		
Project Management:	78	lots		
Fund Balance:	$ (2,652.63)			

1. Utilities	14 @ 5,800	@ $104.16	=	$	1,458.24
	5 @ 9,500	@ $125.06	=	$	625.30
2. Printing/Postage	1	@ $75.00	=	$	75.00
				$	2,158.54

Maintenance	$	2,158.54	x	1	=	$ 2,158.54
Administrative Fee	$	2,158.54	x	$0.10	=	$ 215.85
County Fee		78	x	$1.00/per lot	=	$ 78.00
Reserves 15% of total cost of maintenance					=	$ 323.78
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						$ 265.26
						$ 3,041.44

Estimated Cost Per Year	**$**	**3,041.44** / **78**	**=**	**$ 38.99**
2022/2023 Assessment	**$**	**1,928.30** / **78**	**=**	**$ 24.72**
2023/2024 Assessment	**$**	**1,928.30** / **78**	**=**	**$ 24.72**

District No. 35 - Meadow Breeze Phase 1
Fiscal Year 2023/2024
Approved CPI 2006
(Adjusted 2006)
Maximum Assessment $1,001.39

Estimated Accumulated Costs 2022/2023						$	346.00
Maintenance:		lighting:	9 ea @ 5,800 lumens				
Project Management:		44	lots				
Fund Balance:	$ (2,590.90)						
Utilities						Formula	
1. Utilities	9 lumens	@	$	104.16	=	$	937.44
2. Printing/Postage	1	@	$	75.00	=	$	75.00
						$	1,012.44
Maintenance	$ 1,012.44	x		1	=	$	1,012.44
Administrative Fee	$ 1,012.44	x	$	0.10	=	$	101.24
County Fee	44 lots	x	$1.00/per lot		=	$	44.00
Reserves 15% of total cost of maintenance						$	151.87
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						$	259.09
						$	1,568.64
Estimated Cost Per Year			**$ 1,568.64** / **44**		=	**$**	**35.65**
2022/2023 Assessment			**$ 1,001.39** / **44**		=	**$**	**22.76**
2023/2024 Assessment			**$ 1,001.39** / **44**		=	**$**	**22.76**

District No.38 - Ranch Victoria, Phase One Subdivision
Fiscal Year 2023/2024
Approved CPI 2007
(Adjusted 2008)
Maximum Assessment $529.89

Estimated Accumulated Costs 2022/2023						$	425.87
Maintenance:		lighting:		2 ea. lumens @ 5,800			
Project Management:		6		lots			
Fund Balance:	$	(511.03)					
						Formula	
1. Utilities	2 lumens	@	$	104.16	=	$	208.32
2. Printing/Postage	1	@	$	75.00	=	$	75.00
						$	283.32
Maintenance	$ 283.32	x		1	=	$	283.32
Administrative Fee	$ 283.32	x	$	0.10	=	$	28.33
County Fee	6	x	$1.00/per lot		=	$	6.00
Reserves 15% of total cost of maintenance						$	42.50
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						$	51.10
						$	411.26
Estimated Cost Per Year			**$**	**411.26**	=	**$**	**68.54**
				6			
2022/2023 Assessment			**$**	**529.89**	=	**$**	**88.32**
				6			
2023/2024 Assessment			**$**	**529.89**	=	**$**	**88.32**
				6			

District No. 40 - Amalene Estates
Fiscal Year 2023/2024
Approved CPI 2007 (Adjusted 2007)
Maximum Assessment $7648.22

Estimated Accumulated Costs 2022/2023			$ 4,319.53
Maintenance:	5,445	sq. ft. of landscaping area, 736 ft. of wall	
Lighting:	17	16 ea. @ 5,800 lumens	
		1 ea. @ 16,000 lumens	
Project Management:	26	lots	
Fund Balance:	$ 6.62		

1. Landscape	5,445	sq.ft.	@	$ 0.400	=	$	2,178.00
2. Utilities	5,445	sq.ft.	@	$ 0.250	=	$	1,361.25
3. Repair/Maintenance	5,445	sq.ft.	@	$ 0.040	=	$	217.80
4. Tree Maintenance	5,445	sq.ft.		$ 0.040		$	217.80
5. Printing/Postage	5,445	sq.ft.	@	$ 0.0138		$	75.14
				$ 0.744		$	4,049.99

Maintenance	4,050	sq.ft.	x	$ 0.744	= $	3,013.19
Administrative Fee	$ 4,049.99		x	$0.10	= $	405.00
County Fee	26		x	$1.00/per lot	= $	26.00
Reserves	15% of total cost of maintenance				= $	607.50
Eliminate deficit fund balance over 10 years - 10% of fund deficit					= $	-
					$	4,051.69

Estimated Cost Per Year **$ 4,051.69 / 26 = $ 155.83**

2022/2023 Assessment **$ 5,398.85 / 26 = $ 207.65**

2023/2024 Assessment **$ 5,560.82 / 26 = $213.88**

District No. 43 - Sierra Meadows Phase 2
Fiscal Year 2023/2024
Approved CPI 2008
(Adjusted 2008)
Maximum Assessment $18,564.42

Estimated Accumulated Costs 2022/2023 $ 9,465.88

Maintenance:	27,960	sq.ft. of landscaping area, 2,614 of wall
Lighting:	36	28 ea. @ 5,800 lumens
		8 ea. @ 16,000 lumens
Project Management:	61	lots
Fund Balance:	$ 984.52	

1. Landscape	27,960	sq. ft.	@	$ 0.150	=	$	4,194.00
2. Utilities	27,960	sq.ft.	@	$ 0.071	=	$	1,985.16
3. Repair/Maintenance	27,960	sq.ft.	@	$ 0.006	=	$	164.96
4. Tree Maintenance	27,960	sq.ft.	@	$ 0.004	=	$	111.84
5. Printing/Postage	27,960	sq.ft.	@	$ 0.0027	=	$	75.49
				$ 0.234		$	6,542.64

Maintenance	27,960	sq.ft.	x	$ 0.23400	=	$	6,542.64
Administrative Fee	$ 2,481.71		x	$ 0.10	=	$	248.17
County Fee	61 lots		x	$1.00/per lot	=	$	61.00
Reserves 15% of total cost of maintenance					=	$	981.40
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit =						$	-
						$	7,833.21

Estimated Cost Per Year	**$ 7,833.21 / 61**	=	**$ 128.41**
2022/2023 Assessment	**$ 7,916.67 / 61**	=	**$ 129.78**
2023/2024 Assessment	**$ 8,154.17 / 61**	=	**$ 133.66**

District No.44 - Summit Estates Phase 1 Subdivision
Fiscal Year 2023/2024
Approved CPI 2008
(Adjusted 2008)
Maximum Assessment $5,629.48

Estimated Accumulated Costs 2022/2023		$ 4,106.97

Maintenance:	4,300	sq.ft. of landscaping area, 242 ft. of wall, and
Lighting:	23	20 ea. @ 5,800 lumens
		3 ea. @ 9,500 lumens
Project Management:	70	
Fund Balance:	$ 321.41	

1. Landscape	4,300	sq.ft.	@	$ 0.400	=	$	1,720.00
2. Utilities	4,300	sq.ft.	@	$ 0.080	=	$	344.00
3. Repair/Maintenance	4,300	sq.ft.	@	$ 0.040	=	$	172.00
4. Tree Maintenance	4,300	sq.ft.	@	$ 0.100	=	$	430.00
5. Printing/Postage	4,300	sq.ft.	@	$ 0.010	=	$	43.00
6. Graffiti Maintenance	4,300	sq.ft.	@	$ 0.0176	=	$	75.68
				$ 0.648	=	$	2,784.68

Maintenance	4,300	sq.ft.	x	$ 0.648	=	$	2,784.68
Administrative Fee	$ 2,784.68		x	$ 0.10	=	$	278.47
County Fee	69		x	$1.00/per lot	=	$	69.00
Reserves	15% of total cost of maintenance				=	$	417.70
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=		
						$	3,549.85

Estimated Cost Per Year	**$ 3,549.85**	=	**$**	**51.45**
	69			
2022/2023 Assessment	**$ 5,100.73**	=	**$**	**73.92**
	69			
2023/2024 Assessment	**$ 5,100.73**		**$**	**73.92**
	69			

District No. 46- Moorea Manor
Fiscal Year 2023/2024
Approved CPI 2009
(Adjusted 2009)

Estimated Accumulated Costs 2022/2023						$	3,230.65
Maintenance:	1,460	sq. ft. of landscaping area, 286 ft. of wall					
Lighting:	4	4 ea. @ 5,800 lumens					
Project Management:	16	lots					
Fund Balance:	$ (1,991.30)						
1. Landscape	1,460	sq.ft.	@	$	1.850	= $	2,701.00
2. Utilities	1,460	sq.ft.	@	$	0.500	= $	730.00
3. Printing/Postage	1,460	sq.ft.	@	$	0.052	= $	75.92
4. Graffiti Maintenance	1,460	sq.ft.	@	$	0.140	= $	204.40
				$	2.542	$	3,711.32
Maintenance	1,460	sq.ft.	x		2.540	= $	3,711.32
Administrative Fee	$ 3,711.32		x		$0.10	= $	371.13
County Fee	16		x		$1.00/per lot	= $	16.00
Reserves	15% of total cost of maintenance					= $	556.70
Eliminate deficit fund balance over 10 years - 10% of fund deficit						= $	199.13
						$	4,854.28

Estimated Cost Per Year	**$ 4,854.28** / **16**	=	**$ 303.39**
2022/2023 Assessment	**$ 4,690.79** / **16**	=	**$ 293.17**
2023/2024 Assessment	**$ 4,854.28** / **16**	=	**$ 293.16**

District No.53 - Trooper Terrace
Fiscal Year 2023/2024

Estimated Accumulated Costs 2022/2023 $ 2,555.96

Maintenance:	4,414	sq. ft. of landscaping area
Lighting	11	ea. @ 5,800 lumens
Project Management:	17	lots
Fund Balance:	$ (415.22)	

1. Landscape	4,414	sq.ft.	@	$ 0.090	=	$	397.26
2. Graffiti Maintenance	4,414	sq.ft.	@	$ 0.050	=	$	220.70
3. Tree Maintenance	4,414	sq.ft.	@	$ 0.080	=	$	353.12
4. Printing/Postage	4,414	sq.ft.	@	$ 0.017	=	$	75.04
5. Utilities	4,414	sq.ft.	@	$ 0.250	=	$	1,103.50
6. Repair/Maintenance	4,414	sq.ft.	@	$ 0.030	=	$	132.42
				$ 0.517	=	$	2,282.04

Maintenance	4,414	sq.ft.	x $ 0.517	=	$	2,282.04
Administrative Fee	$ 2,282.04		x $0.10	=	$	228.20
County Fee	17		x $1.00/per lot	=	$	17.00
Reserves 15% of total cost of maintenance				=	$	342.31
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	$	41.52
					$	2,911.07

Estimated Cost Per Year	**$ 2,911.07** / **17**	=	**$**	**171.24**
2022/2023 Assessment	**$ 2,869.55** / **17**	=	**$**	**168.80**
2023/2024 Assessment	**$ 2,869.55** / **17**	=	**$**	**168.80**

District 54 - Cambria Windsor Court
Fiscal Year 2023/2024

Estimated Accumulated 2022/2023					$	3,940.21
Maintenance:	33,256 sq.ft. of landscaping					
Project Management:	80 lots, lighting 11 lumens @ 5,800					
Fund Balance:	$ 3,034.29					

Maintenance

1. Landscape/Tree Maintenance	33,256 @	$	0.120	=	$	3,990.72
2. Grafitti Maintenance	33,256 @	$	0.025	=	$	831.40
3. Tree Maintenance	33,256		0.045		$	1,496.52
4. Postage/Printing	33,256 @	$	0.003	=	$	99.77
5. Utilities	33,256 @	$	0.060	=	$	1,995.36
6. Repair/Maintenance	33,256 @	$	0.050	=	$	1,662.80
			0.303	=	$	10,076.57

Maintenance	33,256	$	0.303	=	$	10,076.57
Administrative Fee	$ 10,076.57 x	$	0.100	=	$	1,007.66
County Fee	80 @ $1.00/per lot			=	$	80.00
Reserves 15% of total cost of maintenance				=	$	1,511.49
Eliminate Deficit Fund Balance over 10 years -	10% of fund deficit			=	$	-
	Total				$	12,675.71

Estimated Cost Per Year:	**$ 12,675.71**	**=**	**$**	**158.44**
	80			
2023/2024 Assessment	**$ 4,137.22**	**=**	**$**	**51.72**
	80			

District No. 57- The Villas at Sierra Meadows Phases I, II, III
Fiscal Year 2023/2024

Maintenance:	28,705	sq. ft. of landscaping area, 1,669 ft. of wall
Lighting:	27	ea. @ 5,800 lumens
Project Management:	106	lots
Fund Balance:	$ -	

1. Landscape	28,705	sq.ft.	@	$	0.150	= $	4,305.75
2. Graffiti Maintenance	28,705	sq.ft.	@	$	0.005	= $	143.53
3. Tree Maintenance	28,705	sq.ft.	@	$	0.004	= $	114.82
4. Postage	28,705	sq.ft.	@	$	0.003	= $	86.12
5. Utilities	28,705	sq.ft.	@	$	0.071	= $	2,038.05
6. Printing	28,705	sq.ft.	@	$	0.003	= $	86.12
7. Repair/Maintenance	28,705	sq.ft.	@	$	0.006	= $	172.23
				$	0.242	$	6,946.62

Maintenance	28,705	sq.ft.	x	0.242	= $ 6,946.62
Administrative Fee	$ 6,946.62		x	$0.10	= $ 694.66
County Fee	106		x	$1.00/per lot	= $ 106.00
Reserves	15% of total cost of maintenance				= $ 1,041.99
Eliminate deficit fund balance over 10 years - 10% of fund deficit					= $ -
					$ 8,789.27

Estimated Cost Per Year **$ 8,789.27 / 106 = $ 82.92**

2023/2024 Assessment **$ 8,789.27 / 106 = $ 82.92**

Westwood Estates Consolidated
District 1 Westwood Estates Subdivision,
Annexation 5 - Westwood Estates Unit 4 & Unit 5 Subdivision
District No. 12 - Westwood Estates Unit 5, Phase 2 Subdivision
Fiscal Year 2023/2024

Estimated Accumulated Costs 2022/2023			$ 24,708.44
Maintenance:	47,462	sq. ft. of landscaping area	
Lighting:	16	12 ea. @ 5,800 lumens	
		4 ea. @ 16,000 lumens	
Project Management:	207	lots	
Fund Balance:	$ (10,250.45)		

1. Landscape	47,462	sq.ft.	@	$ 0.200	=	$ 9,492.40
2. Utilities	47,462	sq.ft.	@	$ 0.140	=	$ 6,644.68
3. Repair/Maintenance	47,462	sq.ft.	@	$ 0.010	=	$ 474.62
4. Tree Maintenance	47,462	sq.ft.	@	$ 0.030		$ 1,423.86
5. Printing/Postage	47,462	sq.ft.	@	$ 0.0016	=	$ 75.94
6. Graffiti Maintenance	47,462	sq.ft.	@	$ 0.020	=	$ 949.24
				$ 0.402		$ 19,060.74

Maintenance	19,061	sq.ft.	x	0.402	=	$ 7,662.42
Administrative Fee	$ 19,060.74		x	$0.10	=	$ 1,906.07
County Fee	207		x	$1.00/per lot	=	$ 207.00
Reserves	15% of total cost of maintenance				=	$ 1,149.36
Eliminate deficit fund balance over 10 years - 10% of fund deficit					=	$ 1,025.05
						$ 11,949.90

Estimated Cost Per Year	**$ 11,949.90 / 207**	=	**$ 57.73**
2022/2023 Assessment	**$ 24,619.42 / 207**	=	**$ 118.93**
2023/2024 Assessment	**$ 27,179.28 / 207**	=	**$ 131.30**

This concludes the 2023/2024 Landscape and Lighting District Engineer's Report.
Javier Sanchez, Jr., 70356

SUBJECT: Establishing Landscape and Lighting Maintenance Districts and Tax Assessments for Parcels Within The Villas at Sierra Meadows Phases 1, 2 and 3

SOURCE: Parks and Leisure Services

COMMENT: New subdivisions within the City are required to petition for the formation of a Landscape and Lighting Maintenance Assessment District. The Districts are formed to secure funding from parcels within the subdivisions for operational and maintenance expenses of any public lighting and any public landscape areas. The City utilizes the authority governed by the 1972 Landscape and Lighting Assessment Act to create a district for each subdivision. Thereafter, every year a process must be followed of evaluating maintenance needs and establishing an assessment to be placed upon the tax rolls for every parcel within each district.

The attached draft Resolution is necessary to initiate the process of creating the new district. The draft Resolution orders the formation of the new district, approves the Engineer's Report which accompanies this report, and declares the intent to levy and collect tax assessments.

RECOMMENDATION: That the City Council:
1. Conduct the Public Hearing to receive public comment on establishing Landscape and Lighting Maintenance District Number 57; and
2. Adopt the draft Resolution approving the Engineer's Report and assessment method.

ATTACHMENTS:
1. Draft Resolution
2. Engineer's Report
3. The Villas at Sierra Meadows Phase 1 Final Map
4. The Villas at Sierra Meadows Phase 2 Final Map
5. The Villas at Sierra Meadows Phase 3 Map

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. -2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, ESTABLISHING LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT 57, APPROVING ENGINEER'S REPORT FOR SAID DISTRICT, AND APPROVING THE METHOD AND LEVY OF ASSESSMENTS

WHEREAS, the City Council of the City of Porterville did on the 18th day of July 2023, adopt Resolution No. 46-2023 declaring its intention to order the formation of Landscape and Lighting Maintenance District Number 57; and

WHEREAS, the public hearing on the formation of District Number 57 has been set on August 1, 2023, subject to the Landscape and Lighting Act of 1972; and

WHEREAS, a duly noticed public hearing has been held to receive objections to the formation of said District, or the levy of assessments.

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

1. That the public interest, convenience and necessity require the formation of Landscape and Lighting Maintenance District number 57, and that the District shall hereby be formed.

2. The Engineer's Reports and diagrams for District 57 are hereby approved, and the work as set forth therein is to be done.

3. That the method of assessment and the levy of assessments as indicated within said Engineer's Report is hereby approved.

APPROVED AND ADOPTED THIS 1st day of August, 2023.

_____
Martha A. Flores, Mayor

ATTEST:
John Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

CITY OF PORTERVILLE
ENGINEER'S REPORT FOR LANSCAPING AND LIGHTING
MAINTENANCE DISTRICT NO. 57

SECTION 1. Authority for Report

This report is prepared by order of the City Council of the City of Porterville Resolution No. -2023. The report is in compliance with the requirement of Article 4, Chapter 1, Division 15 of the Streets and Highways Code, State of California (Landscape and Lighting Act of 1972).

SECTION 2. General Description

The City Council has elected to include landscaping and lighting at The Villas at Sierra Meadows, Phases One, Two & Three Subdivision into the Landscape and Lighting Maintenance District No. 57. The City Council has determined that the areas to be landscaped and lighted will have an effect upon all parcels within the proposed boundaries of the District. The areas for street lights are included on all the streets within the subdivision. The landscaping includes 1,669 feet of masonry wall located on the south side of the subdivision that runs along the trail of the Poplar Ditch and along S. Jaye St. and 28,705 square feet of landscape which also includes landscape located along South Western St. and Richard Ave., a section on Brown Ave. and along the pedestrian corridor between Richard Ave & Joan Ave. The landscape and wall maintenance includes: irrigation, mowing, pruning, cleaning, repairing, painting, vegetation and rodent control, and an amount set aside for replacement.

SECTION 3. Plans and Specifications

The plans and specifications for the lighting were prepared by the developer and are in conformance with the requirements of the City of Porterville. All lights to be maintained will be shown on the subdivision maps as roadway rights-of-way, or easements to be granted to the City

of Porterville. The total street lights to be maintained are 27. Total landscaped area to be maintained is 1,669 lineal feet of masonry wall, and 28,705 square feet of landscaped area.

Maintenance activities within the Landscape and Lighting Maintenance District No. 57 are to include landscape and lighting maintenance.

SECTION 4. Improvements

Landscape and lighting improvements were made by the developer of The Villas at Sierra Meadows, Phases One, Two & Three Subdivision.

SECTION 5. Estimated Costs

The construction cost will be borne by the developer and will not be assessed. The subdivision map has been filed for record and the improvements have been installed.

Estimated Assessment 2023-2024

Maintenance	28,705 sq.ft, of landscaping area, 1,669 lf. of masonry wall		
Lighting	27 @ 5,800 lumens		
Project Management	106 lots		
Fund Balance	$ -		
Landscape	28,705 sq. ft. @ $0.150	= $	4,305.75
Graffiti Maintenance	28,705 sq. ft. @ $0.005	= $	143.53
Tree Maintenance	28,705 sq. ft. @ $0.004	= $	114.82
Postage/Printing	28,705 sq. ft. @ $0.006	= $	172.23
Utilities	28,705 sq. ft. @ $0.071	= $	2,038.05
Repair/Maintenance	28,705 sq. ft. @ $0.006	= $	172.23
	$0.242	= $	6,946.61

Maintenance	28,705 sq.ft. $0.242	=	$ 6,946.61
Administrative Fee	$6,946.61x $0.10	=	$ 694.66
County Fee	106 lots @ $ 1.00 per lot	=	$ 106.00
Reserves 15% total cost of	Maintenance	=	$ 1,162.09
			$ 8,909.36
Estimated Cost Per Year	$ 8,909.36/106 = $ 84.05		

**Lighting costs are based on 29% benefit of total cost because lights are spaced closer together resulting in 40% more lights than the city standard outside the maintenance district.

After the 2023/2024 fiscal year, the assessments shall be increased with the cost of service. The increased cost of services shall be the lesser of the actual prior year's cost or the prior year's estimated cost adjusted according to the annualized Consumer Price Index rate. The Consumer Price Index is based on the San Francisco Model, and any increase for the year 2023/2024 will refer back to the prior year's CPI. In the event that the costs of services provided do not increase to exceed the full amount of CPI from one year, such excess CPI percentage shall be carried over from year to year and may be utilized to increase the amount of assessment in future years.

SECTION 6. Assessment Diagram

A copy of the proposed assessment diagram entitled "Landscape and Lighting Maintenance District No. 57 is attached to this report and by reference is made part thereof.

SECTION 7. Assessment

The initial cost of constructing improvements has been borne by the developer. The improvement areas are established for the benefit of all properties within the proposed Landscape and Lighting Maintenance District No. 57. The establishment and maintenance of the improvements is a vital part of the development of The Villas at Sierra Meadows, Phases One, Two & Three Subdivision. The City Council of Porterville has determined that to ensure satisfactory levels of maintenance for the landscape and lighting at The Villas at Sierra Meadows, Phases One, Two & Three Subdivision, it should become Landscape and Lighting Maintenance District No. 57. The subdivision consists of 106 Lots. The Landscape area, which benefits the 106 lots, is located along the south side of the subdivision that runs along the trail of the Poplar Ditch and along S. Jaye St. and along South Western and West Joan Ave.

Landscape and Lighting Maintenance District No. 57 will consist of an area comprising approximately 56.36 acres. A total of 106 lots are proposed to be developed. The improvements will consist of those improvements described in Section 4 of this report. The maintenance of the improvements is a vital part of the development for the protection or safety, economic and humanistic values. The City Council has determined that, for the preservation of values incorporated within this development, all lots will receive equal benefit from the landscaping and street lighting.

The determination of benefits takes into consideration the following facts:

1. The purpose of the improvements is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.

3. The lots not adjacent to the landscaping and lighting facility improvements benefit for the maintenance equally to those lots adjacent to the improvements.

Estimated 2023-2024 Assessment

$$\text{Assessment (A)} = \frac{\$\ 8{,}909.36}{106}.$$

$$A = \frac{\$8{,}909.36}{106} = \$\ 84.04 \text{ per lot for The Villas at Sierra Meadows I, II \& III}$$

Total Assessment for 2023-2024 = $ 8,909.36
Total developed lot count is 106 lots.

SECTION 8. Order of Events

1. City Council adopts Resolution Instituting Proceedings, appoints an Engineer of Work and Orders Engineer's Report.
2. City Council Adopts Resolution of Preliminary Approval of Engineer's Report.
3. City Council Adopts Resolution of Intention to Order the Formation of Landscape and Lighting Maintenance District No. 57 and determines the district.
4. City Council adopts Resolution Ordering the Improvements and the Formation of Landscape and Lighting Maintenance District No. 57.
5. Every year between April and June the Engineer of Work files a report with the City Council.
6. Every year between June and August, the City Council conducts a public hearing and approves, or modifies the individual assessments.

_____

Javier Sanchez, Jr.
Engineer of the Work

THE VILLAS AT SIERRA MEADOWS PHASE 1

The Southeast quarter of the Northwest quarter of Section 2, Township 22 South, Range 27 East, in the City of Porterville, County of Tulare, State of California, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPTING THEREFROM that portion thereof described as follows :

Beginning at a point on the North and South half section lines, distant 1335.1 feet South of the North quarter corner of said Section 2, and running thence West 417.42 feet ; thence South 208.71 feet, thence East 417.42 feet and thence North
208.71 feet to the point of beginning, as per Licensed Survey recorded Book 7, page 17 of Licensed Surveys.

ALSO EXCEPTING THEREFROM that portion thereof described in the Final Order of Condemnation, recorded July 21, 1993, Instrument No. 93-050818, Official Records.

ALSO EXCEPTING THEREFROM that portion thereof described in deed dated March 25, 2010, executed by Nadine Hardaway aka Margaret Nadine Hardaway, Surviving Trustee of the Richard and Nadine Hardaway Revocable Living Trust dated October 28, 2000 in favor of the City of Porterville, recorded April 28, 2010, as Instrument No. 2010-0025920 , Official Records.

ALSO EXCEPTING THEREFROM that portion thereof described in the deed dated January 14, 2019 , executed by Thomas J. O'Sullivan and Deborah L. O'Sullivan , trustees of the O'Sullivan Family Revocable Trust u/t/d September 28, 2012 in favor of City of Porterville, a Municipal corporation, recorded January 18, 2019, as Instrument No. 2019-0002859, Official Records.

OCTOBER, 2020

OWNERS:

THOMAS J. & DEBORAH L. O'SULLIVAN
TRUSTEES OF THE O'SULLIVAN FAMILY REVOCABLE TRUST
U/T/D SEPTEMBER 28, 2012
1279 W. Henderson Ave. #340
Porterville, California 93257

SURVEYOR:

FORESTER, WEBER & ASSOCIATES, L.L.C.
1620 W. Mineral King, Suite B
Visalia, Ca 93291
(559)732-0102

FLOOD HAZARD NOTE

As delineated on the Federal Emergency Management Agency's Flood Insurance Rate Map (Map No. 06107C1642E) for Community No. 060407, City of Porterville, Tulare County, California, effective June 16, 2009, the property shown on this map lies fully within Zone X (unshaded), xhich are areas outside of 0.2%annual chance flooding.

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

STATE OF CALIFORNIA
COUNTY OF Tulare

On 10-5-2020 before me, R.E. Haro Notary Public

personally appeared Thomas J. O'Sullivan

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

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

WITNESS my hand.

R.E. Haro
Signature

R.E. Haro
Print name

Porterville, Tulare County
Principal place of business.

My commission expires: April 21, 2021
My commission number: 2192896

(No notary seal required Pursuant to Sec. 66436 (c) of the Subdivision Map Act.)

OWNER'S STATEMENT

The undersigned hereby certify that he is the only person having any record title interest in the real property included within the boundaries of the subdivision shown upon this map, and do hereby consent to the preparation and recording of said map and that the consent of no other person is necessary. I hereby offer for dedication and do hereby dedicate the following, as shown within the boundaries of the map hereon, for the specified purpose:

1. Right of way in fee for Joan Ave., S. Lone Oak Ct. & Western St. in fee to the City of Porterville.
2. Lot A in fee to the City of Porterville for landscaping, block walls and other public purpose.
3. Lot B in fee to the City of Porterville for landscaping, block walls and other public purpose.
4. Public Easements for the installation and maintenance of gas lines and conduits for electric, television and telephone services, together with any and all appurtenances pertaining thereto, as shown hereon and designated as "PUE" (public utility easement.)

THE O'SULLIVAN FAMILY REVOCABLE TRUST
AS TRUSTEES

THOMAS J. O'SULLIVAN

DEBORAH L. O'SULLIVAN
By Thomas J. O'Sullivan Secretary-Trustee

ZONING ADMINISTRATOR'S STATEMENT

I hereby state that this map conforms to the approved tentative map dated 2-4-2020

Dated this 14th day of October, 2020.

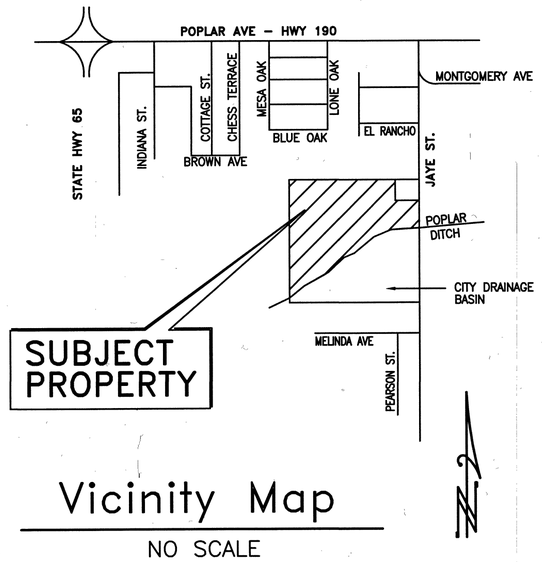
Jason Ridenour,
Community Development Director

CITY CLERK'S STATEMENT

I, John D. Lollis, City Clerk of the City of Porterville, State of California, hereby state to the County Recorder, and to whomsoever it may concern, that all provisions of Division 2. Title 7 of the Government Code of the State of California and of any local ordinances pertaining to deposits required at the time of approval of this map by the City Council of the City of Porterville have been complied with.

Dated this 14th day of October, 2020.

City Clerk



Vicinity Map

NO SCALE

CITY COUNCIL'S STATEMENT

This is to state that at a regular meeting of the city council of the City of Porterville held on the 6TH day of OCTOBER, 2020, an order was duly and regularly made and entered into approving this map and subdivision, and on behalf of the public, accepting, subject to improvements, the public street and Lots A & B; and accepting the public utility easements all included within the boundaries of the subdivision and as shown and/or stated upon this map.

Witness my hand and official seal of the City of Porterville this 14TH day of OCTOBER, 2020.

City Clerk

RECORDER'S STATEMENT

Document No. 2020-0072924 Fee Paid: $87.00

Filed this 12 day of NOVEMBER, 2020, at 11:13 A.M. in Volume 44 of Maps, at Page 61 Tulare County Records, at the request of Forester, Weber & Associates, LLC.

Roland P. Hill
Tulare County Assessor/Clerk-Recorder

By: Deputy

SOIL ENGINEER'S STATEMENT

I hereby state that a preliminary soil report was submitted by me in January, 2020 in accordance with the provisions of Ordinance 900 of the Municipal Code of the Cty of Porterville and that said report is on file in the city building inspector's office.

Dated this 02 day of OCTOBER, 2020.

SOILS REPORT TES No. 190726.001
DATE JAN. 7, 2020

Salvador Alvarez, P.E. 83957

REGISTERED PROFESSIONAL ENGINEER
SALVADOR ALVAREZ
No. 83957
CIVIL
STATE OF CALIFORNIA

SURVEYOR'S STATEMENT

This map was prepared by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act and local ordinance at the request of Smee Homes on MAY 1, 2020 and said field survey is true and complete as shown. I hereby state that this final map substantially conforms to the conditionally approved tentative map. All monuments are of the character and occupy, or will occupy, the positions indicated on or before MAY 1, 2021 and are, or will be, sufficient to enable the survey to be retraced.

Date 10-01-2020

Dennis R. Forester, P.L.S. 4076

LICENSED LAND SURVEYOR
DENNIS R. FORESTER
No. 4076
STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT

I hereby state that I have examined this map; that the subdivision as shown is substantially the same as it appeared on the tentative map, and any approved alterations thereof; that all provisions of Chapter 2 of the Subdivision Map Act and any local ordinances applicable at the time of approval of the tentative map have been complied with; and that I am satisfied that this map is technically correct.

10-9-2020
Date

Dee Jasper, R.C.E. 23042

REGISTERED PROFESSIONAL ENGINEER
DEE JASPAR
No. C23042
Exp. 12-31-21
CIVIL
STATE OF CALIFORNIA

BOARD OF SUPERVISOR'S STATEMENT

I, Jason T. Britt, County Administrative Officer/Clerk of the Board of Supervisors of the County of Tulare, State of California, do hereby state that said Board of Supervisors has approved the provisions made for the payment of taxes as provided in Division 2, Title 7 of the Government Code of the State of California.

Date 11-9-2020

Jason T. Britt, Tulare County Administrative Officer/Clerk of the Board of Supervisors.

By: Deputy

BOARD OF SUPERVISORS
TULARE COUNTY, CAL.

C2-01-11

THE VILLAS
AT SIERRA MEADOWS PHASE 1

The Southeast quarter of the Northwest quarter of Section 2, Township 22 South, Range 27 East, in the City of Porterville, County of Tulare, State of California, Mount Diablo Base and Meridian, according to the Official Plat thereof.

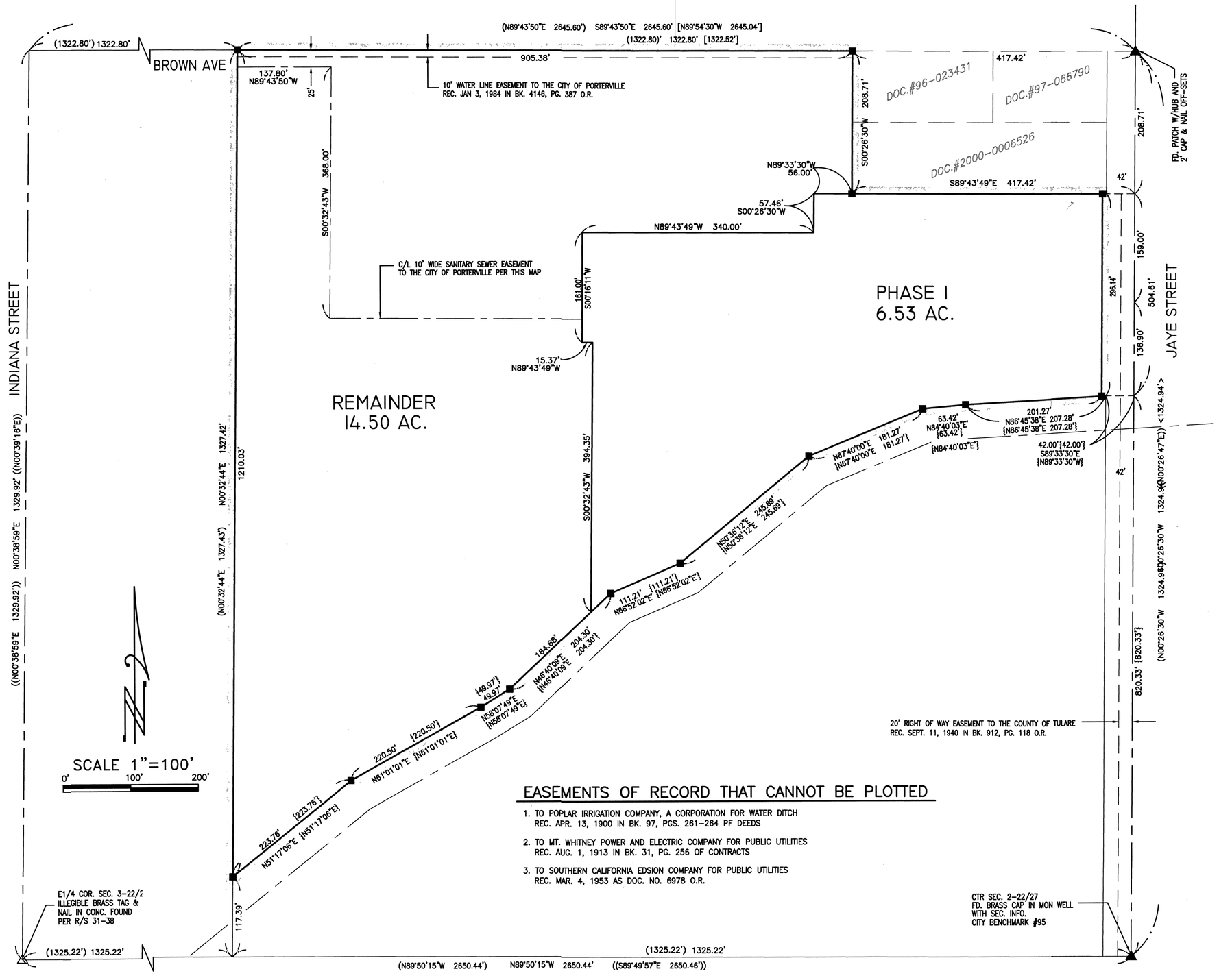
EXCEPTING THEREFROM that portion thereof described as follows :

Beginning at a point on the North and South half section lines, distant 1335.1 feet South of the North quarter corner of said Section 2, and running thence West 417.42 feet ; thence South 208.71 feet, thence East 417.42 feet and thence North 208.71 feet to the point of beginning, as per Licensed Survey recorded Book 7, page 17 of Licensed Surveys.

ALSO EXCEPTING THEREFROM that portion thereof described in the Final Order of Condemnation, recorded July 21, 1993, Instrument No. 93–050818, Official Records.

ALSO EXCEPTING THEREFROM that portion thereof described in deed dated March 25, 2010, executed by Nadine Hardaway aka Margaret Nadine Hardaway, Surviving Trustee of the Richard and Nadine Hardaway Revocable Living Trust dated October 28, 2000 in favor of the City of Porterville, recorded April 28, 2010, as Instrument No. 2010–0025920 , Official Records.

ALSO EXCEPTING THEREFROM that portion thereof described in the deed dated January 14, 2019 , executed by Thomas J. O'Sullivan and Deborah L. O'Sullivan , trustees of the O'Sullivan Family Revocable Trust u/t/d September 28, 2012 in favor of City of Porterville, a Municipal corporation, recorded January 18, 2019, as Instrument No. 2019–0002859, Official Records.



EASEMENTS OF RECORD THAT CANNOT BE PLOTTED

1. TO POPLAR IRRIGATION COMPANY, A CORPORATION FOR WATER DITCH REC. APR. 13, 1900 IN BK. 97, PGS. 261–264 PF DEEDS
2. TO MT. WHITNEY POWER AND ELECTRIC COMPANY FOR PUBLIC UTILITIES REC. AUG. 1, 1913 IN BK. 31, PG. 256 OF CONTRACTS
3. TO SOUTHERN CALIFORNIA EDSION COMPANY FOR PUBLIC UTILITIES REC. MAR. 4, 1953 AS DOC. NO. 6978 O.R.

OWNERS:

THOMAS J. & DEBORAH L. O'SULLIVAN
TRUSTEES OF THE O'SULLIVAN FAMILY REVOCABLE TRUST
U/T/D SEPTEMBER 28, 2012
1279 W. Henderson Ave. #340
Porterville, California 93257

SURVEYOR:

FORESTER, WEBER & ASSOCIATES, L.L.C.
1620 W. Mineral King, Suite B
Visalia, Ca 93291
(559)732–0102

LEGEND

- ▲ FD & ACCEPTED MONUMENT AS DESCRIBED UNLESS NOTED OTHERWISE
- △ MONUMENT AS DESCRIBED PER RECORD OF SURVEY REC. IN VOL 31 OF LICENSED SURVEYS AT PG. 38 T.C.R.
- ■ SET 1/2" REBAR TAGGED PLS 4076
- ● SET BRASS CAP IN CONC STAMPED PLS 4076
- ◆ SET 1/2" REBAR TAGGED PLS 4076 AS WITNESS COR. 5' FROM TRUE COR. ON LINE
- SET 1/2" REBAR TAGGED PLS 4076 AT ALL LOT CORNERS
- ( ) RECORD DATA OR CALC'D. PER RECORD OF SURVEY REC. IN VOL. 31 OF LICENSE SURVEYS AT PG. 38 T.C.R.
- (( )) RECORD DATA OR CALC'D. PER RECORD OF SURVEY REC. IN VOL. 21 OF LICENSE SURVEYS AT PG. 68 T.C.R.
- [ ] RECORD DATA OR CALC'D. PER TRACT NO. 269 REC. IN VOL. 22 OF MAPS AT PG. 36 T.C.R.
- < > RECORD DATA OR CALC'D. PER TRACT NO. 300 REC. IN VOL. 22 OF MAP AT PG. 63 T.C.R.
- { } UNRECORDED JAYE STREET PROPERTY SURVEY PLAT PREPARED BY THE CITY OF PORTERVILLE DATED 9/15/2018
- LINE INDICATES PARCEL MAP BOUNDARY

BASIS OF BEARINGS

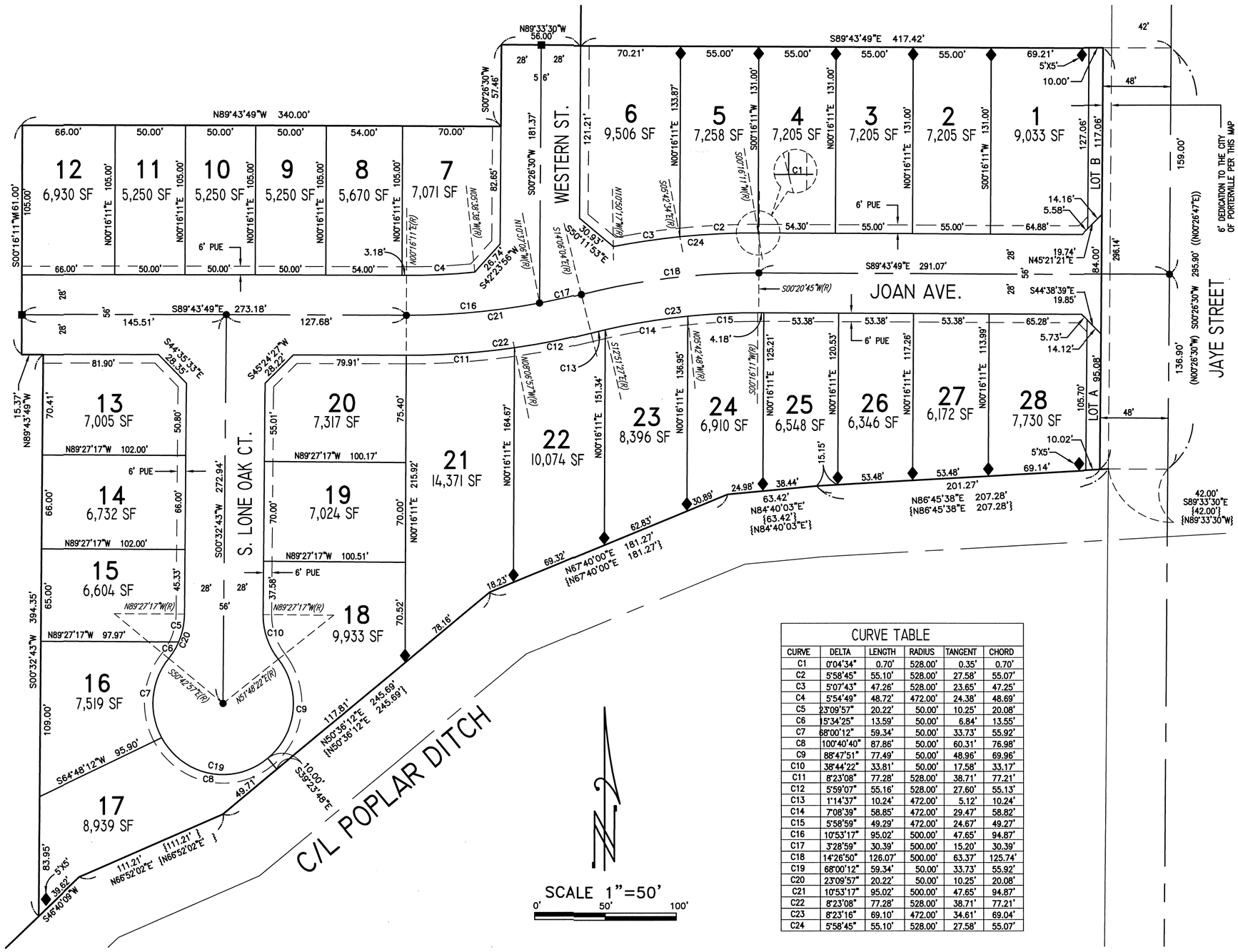
THE EAST LINE OF THE NW1/4 OF SEC. 2–22/27 M.D.B&M TAKEN AS N0°26'30"E AS PER RECORD OF SURVEY REC. IN VOL. 31 OF LICENSE SURVEYS AT PG. 38 T.C.R.

OR-04-11

THE VILLAS
AT SIERRA MEADOWS PHASE 1

EASEMENTS OF RECORD THAT CANNOT BE PLOTTED

1. TO POPLAR IRRIGATION COMPANY, A CORPORATION FOR WATER DITCH REC. APR. 13, 1900 IN BK. 97, PGS. 261–264 PF DEEDS
2. TO MT. WHITNEY POWER AND ELECTRIC COMPANY FOR PUBLIC UTILITIES REC. AUG. 1, 1913 IN BK. 31, PG. 256 OF CONTRACTS
3. TO SOUTHERN CALIFORNIA EDSION COMPANY FOR PUBLIC UTILITIES REC. MAR. 4, 1953 AS DOC. NO. 6978 O.R.



SCALE 1"=50'
0' 50' 100'

CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	TANGENT	CHORD
C1	0°04'34"	0.70'	528.00'	0.35'	0.70'
C2	5°58'45"	55.10'	528.00'	27.58'	55.07'
C3	5°07'43"	47.26'	528.00'	23.65'	47.25'
C4	5°54'49"	48.72'	472.00'	24.38'	48.69'
C5	23°09'57"	20.22'	50.00'	10.25'	20.08'
C6	15°34'25"	13.59'	50.00'	6.84'	13.55'
C7	68°00'12"	59.34'	50.00'	33.73'	55.92'
C8	100°40'40"	87.86'	50.00'	60.31'	76.98'
C9	88°47'51"	77.49'	50.00'	48.96'	69.96'
C10	38°44'22"	33.81'	50.00'	17.58'	33.17'
C11	6°23'08"	77.28'	528.00'	38.71'	77.21'
C12	5°59'07"	55.16'	528.00'	27.60'	55.13'
C13	1°14'37"	10.24'	472.00'	5.12'	10.24'
C14	7°08'39"	58.85'	472.00'	29.47'	58.82'
C15	5°58'59"	49.29'	472.00'	24.67'	49.27'
C16	10°53'17"	95.02'	500.00'	47.65'	94.87'
C17	3°28'59"	30.39'	500.00'	15.20'	30.39'
C18	14°26'50"	126.07'	500.00'	63.37'	125.74'
C19	68°00'12"	59.34'	50.00'	33.73'	55.92'
C20	23°09'57"	20.22'	50.00'	10.25'	20.08'
C21	10°53'17"	95.02'	500.00'	47.65'	94.87'
C22	6°23'08"	77.28'	528.00'	38.71'	77.21'
C23	8°23'16"	69.10'	472.00'	34.61'	69.04'
C24	5°58'45"	55.10'	528.00'	27.58'	55.07'

The Southeast quarter of the Northwest quarter of Section 2, Township 22 South, Range 27 East, in the City of Porterville, County of Tulare, State of California, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPTING THEREFROM that portion thereof described as follows :

Beginning at a point on the North and South half section lines, distant 1335.1 feet South of the North quarter corner of said Section 2, and running thence West 417.42 feet ; thence South 208.71 feet, thence East 417.42 feet and thence North 208.71 feet to the point of beginning, as per Licensed Survey recorded Book 7, page 17 of Licensed Surveys.

ALSO EXCEPTING THEREFROM that portion thereof described in the Final Order of Condemnation, recorded July 21, 1993, Instrument No. 93–050818, Official Records.

ALSO EXCEPTING THEREFROM that portion thereof described in deed dated March 25, 2010, executed by Nadine Hardaway aka Margaret Nadine Hardaway, Surviving Trustee of the Richard and Nadine Hardaway Revocable Living Trust dated October 28, 2000 in favor of the City of Porterville, recorded April 28, 2010, as Instrument No. 2010–0025920 , Official Records.

ALSO EXCEPTING THEREFROM that portion thereof described in the deed dated January 14, 2019 , executed by Thomas J. O'Sullivan and Deborah L. O'Sullivan , trustees of the O'Sullivan Family Revocable Trust u/t/d September 28, 2012 in favor of City of Porterville, a Municipal corporation, recorded January 18, 2019, as Instrument No. 2019–0002859, Official Records.

OWNERS:

THOMAS J. & DEBORAH L. O'SULLIVAN
TRUSTEES OF THE O'SULLIVAN FAMILY REVOCABLE TRUST
U/T/D SEPTEMBER 28, 2012
1279 W. Henderson Ave. #340
Porterville, California 93257

SURVEYOR:

FORESTER, WEBER & ASSOCIATES, L.L.C.
1620 W. Mineral King, Suite B
Visalia, Ca 93291
(559)732–0102

LEGEND

- ▲ FD & ACCEPTED MONUMENT AS DESCRIBED UNLESS NOTED OTHERWISE
- △ MONUMENT AS DESCRIBED PER RECORD OF SURVEY REC. IN VOL 31 OF LICENSED SURVEYS AT PG. 38 T.C.R.
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- [ ] RECORD DATA OR CALC'D. PER TRACT NO. 269 REC. IN VOL. 22 OF MAPS AT PG. 36 T.C.R.
- < > RECORD DATA OR CALC'D. PER TRACT NO. 300 REC. IN VOL. 22 OF MAP AT PG. 63 T.C.R.
- { } UNRECORDED JAYE STREET PROPERTY SURVEY PLAT PREPARED BY THE CITY OF PORTERVILLE DATED 9/15/2018
- LINE INDICATES PARCEL MAP BOUNDARY

BASIS OF BEARINGS

THE EAST LINE OF THE NW1/4 OF SEC. 2–22/27 M.D.B&M TAKEN AS N0°26'30"E AS PER RECORD OF SURVEY REC. IN VOL. 31 OF LICENSE SURVEYS AT PG. 38 T.C.R.

02-21-11

TRACT MAP NO. _____

THE VILLAS AT SIERRA MEADOWS PHASE 2

BEING A SUBDIVISION OF THE REMAINDER OF THE VILLAS AT SIERRA MEADOWS PHASE 1, AS RECORDED OF VOLUME 44 OF MAPS, AT PAGE 61, IN TULARE COUNTY RECORDS, BEING ALSO A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 27 EAST, MOUNT DIABLO MERIDIAN, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA

CONSISTING OF 39 LOTS CONTAINING 7.35 GROSS ACRES, 5.07 NET ACRES AND A DESIGNATED REMAINDER CONTAINING 7.15 GROSS ACRES. TOTAL ACREAGE 14.50
JUNE 2021

OWNER'S STATEMENT

WE HEREBY STATE WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT EXCEPT AS SHOWN ON THIS MAP AND STATEMENTS MADE A PART THEREOF, WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY AND WE HEREBY CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BOUNDARY LINES, AND HEREBY CONSENT TO THE RECORDATION OF SAID MAP.

WE HEREBY DEDICATE FOR PUBLIC USE THE STREETS WITHIN THE BOUNDARY OF SAID MAP.

WE HEREBY DEDICATE FOR PUBLIC USE EASEMENTS FOR PUBLIC UTILITIES UNDER, ON OR OVER THOSE CERTAIN STRIPS OF LAND LYING ADJACENT TO THE FRONT AND/OR SIDE LINES OF LOTS 1 THROUGH 39 DESIGNATED AS "PUBLIC UTILITIES EASEMENT" AS SHOWN ON SAID MAP, WITHIN SAID SUBDIVISION SUCH STRIPS OF LAND TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

THE O'SULLIVAN FAMILY REVOCABLE TRUST

BY: _____
THOMAS J. O'SULLIVAN, ~~TRUSTEE~~

BY: _____
DEBORAH L. O'SULLIVAN, TRUSTEE
By Thomas J. O'Sullivan his attorney in fact

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Tulare } S.S.

ON June 9, 2022, BEFORE ME, Dana Bryan, A NOTARY PUBLIC, PERSONALLY APPEARED, Thomas O'Sullivan, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/~~SHE/THEY~~ EXECUTED THE SAME IN HIS/~~HER/THEIR~~ AUTHORIZED CAPACITY AND THAT BY HIS/~~HER/THEIR~~ SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FORGOING PARAGRAPH IS TRUE AND CORRECT. WITNESS MY HAND.

_____
NOTARY PUBLIC

PRINTED NAME: Dana Bryan

COUNTY OF: Tulare

COMMISSION EXPIRES: August 11, 2023

COMMISSION NO: 2301074

ZONING ADMINISTRATOR'S STATEMENT

I HEREBY STATE THAT THIS MAP CONFORMS TO THE APPROVED TENTATIVE MAP DATED FEBRUARY 4, 2020.

DATED THIS 27th DAY OF June, 20 22.

_____
JASON RIDENOUR
COMMUNITY DEVELOPMENT DIRECTOR

FLOOD HAZARD INFORMATIONAL NOTE

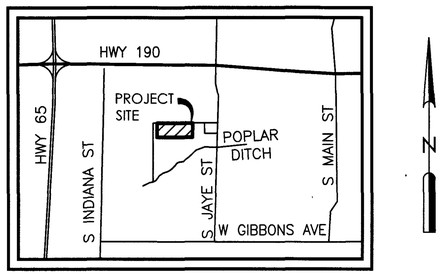
THE FOLLOWING FLOOD ZONE INFORMATION IS BASED ON OUR INTERPRETATION OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP (MAP NO. 06107C1642E) FOR COMMUNITY NUMBER 060407, CITY OF PORTERVILLE, TULARE COUNTY, CALIFORNIA, DATED JUNE 16, 2009. THE SUBJECT SITE IS LOCATED WITHIN ZONE X (UNSHADED) WHICH IS OUTSIDE OF THE 0.2 PERCENT ANNUAL CHANCE OF FLOOD.

PREPARED BY:

BORUM LAND SURVEYING
1445 W. GRAND AVE. STE C
GROVER BEACH, CA 93433
(805) 270-4154

PREPARED FOR:

THE O'SULLIVAN FAMILY REVOCABLE TRUST
1279 W. HENDERSON AVE. #340
PORTERVILLE, CALIFORNIA 93257



VICINITY MAP
NOT TO SCALE

SOIL ENGINEER'S STATEMENT

I HEREBY STATE THAT THE PRELIMINARY SOILS REPORT WAS SUBMITTED BY ME IN MARCH 2021 IN ACCORDANCE WITH THE PROVISIONS OF ORDINANCE 900 OF THE MUNICIPAL CODE OF THE CITY OF PORTERVILLE AND THAT SAID REPORT IS ON FILE IN THE CITY BUILDING INSPECTOR'S OFFICE.

SOILS REPORT NO. TES NO. 190726.001 DATE JAN 7, 2020

DATED THIS 03 DAY OF JUNE, 20 22.

_____
SALVADOR ALVAREZ, PE 83957

REGISTERED PROFESSIONAL ENGINEER — No. 83957 — CIVIL — STATE OF CALIFORNIA

BOARD OF SUPERVISORS' STATEMENT

I, JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER / CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA , DO HEREBY STATE THAT SAID BOARD OF SUPERVISORS HAS APPROVED THE PROVISIONS MADE FOR THE PAYMENT OF TAXES AS PROVIDED IN DIVISION 2, TITLE 7 OF THE GOVERNMENT CODE OF STATE OF CALIFORNIA.

DATED THIS 29 DAY OF July, 20 22.

JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER / CLERK OF THE BOARD OF SUPERVISORS

BY: _____
DEPUTY

BOARD OF SUPERVISORS — TULARE COUNTY, CAL.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME, OR UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE O'SULLIVAN FAMILY REVOCABLE TRUST IN MARCH 2021. I HEREBY STATE THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE ~~THE~~ SURVEY TO BE RETRACED.

_____ 6-2-22
BRIAN S. BORUM, PLS 8006 DATE

LICENSED LAND SURVEYOR — BRIAN S. BORUM — L.S. 8006 — STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

_____ 6-27-22
DEE JASPAR, RCE 28042 DATE

REGISTERED PROFESSIONAL ENGINEER — DEE JASPAR — No. C-28042 — Exp. 12-31-23 — CIVIL — STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I, JOHN D. LOLLIS, CITY CLERK OF THE CITY OF PORTERVILLE, STATE OF CALIFORNIA, HEREBY STATE TO THE COUNTY RECORDER, AND TO WHOMSOEVER IT MAY CONCERN, THAT ALL PROVISIONS OF DIVISION 2, TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CLAIFORNIA AND OF ANY LOCAL ORDINANCES PERTAINING TO DEPOSITS REQUIRED AT THE TIME OF APPROVL OF THIS MAP BY THE CITY COUNCIL OF THE CITY OF PORTERVILLE HAVE BEEN COMLIED WITH.

DATED THIS 17th DAY OF May, 20 22.

_____
CITY CLERK

CITY COUNCIL'S STATEMENT

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE HELD ON THE 17TH DAY OF May, 2022, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED INTO APPROVING THIS MAP AND SUBDIVISIONS, AND ON BEHALF OF THE PUBLIC, ACCEPTING, SUBJECT TO IMPROVEMENTS, THE PUBLIC STREET AND LOTS A & B; AND ACCEPTING THE PUBLIC UTILITY EASEMENTS ALL INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION AND AS SHOWN AND/OR STATED UPON THIS MAP.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF PORTERVILLE THIS ON THE 17th DAY OF May, 20 22.

_____
CITY CLERK

SEAL OF PORTERVILLE

RECORDER'S STATEMENT

DOCUMENT NO. 2022-049518 FEE PAID: $87.00

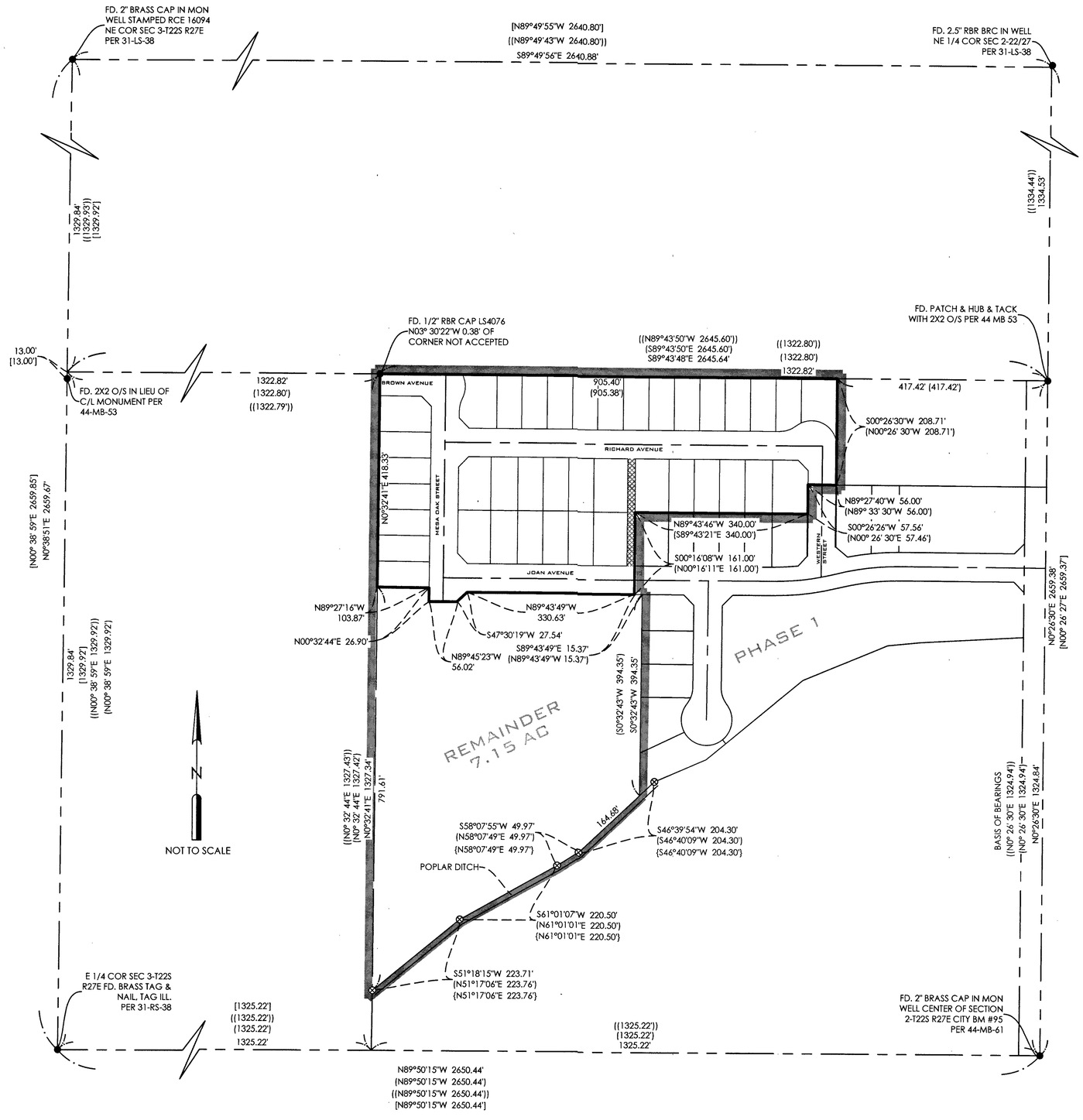
FILED THIS 3rd DAY OF August, 20 22, AT 10:30AM. IN VOLUME 44 OF MAPS, AT PAGE 96, TULARE COUNTY RECORDS, AT THE REQUEST OF BRIAN S. BORUM-LAND SURVEYOR

TARA K. FREITAS, CPA
TULARE COUNTY RECORDER

BY: _____
DEPUTY COUNTY RECORDER

//BLS
Borum Land Surveying
www.borumlandsurveying.com

8-1-2022



TRACT MAP NO. _____

THE VILLAS AT SIERRA MEADOWS PHASE 2

BEING A SUBDIVISION OF THE REMAINDER OF THE VILLAS AT SIERRA MEADOWS PHASE 1, AS RECORDED OF VOLUME 44 OF MAPS, AT PAGE 61, IN TULARE COUNTY RECORDS, BEING ALSO A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 27 EAST, MOUNT DIABLO MERIDIAN, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA

CONSISTING OF 39 LOTS CONTAINING 7.35 GROSS ACRES, 5.07 NET ACRES AND A DESIGNATED REMAINDER CONTAINING 7.15 GROSS ACRES. TOTAL ACREAGE 14.50
JUNE 2021

BASIS OF BEARINGS

THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 27 EAST, MOUNT DIABLO MERIDIAN, TAKEN AS N0°26'30"E AS SHOWN ON RECORD OF SURVEY MAP RECORDED IN BOOK 31 OF LICENSED SURVEYS AT PAGE 38, TULARE COUNTY RECORDS.

LEGEND

●	FOUND AND ACCEPTED MONUMENTS AS DESCRIBED
O	SET CITY STANDARD MONUMENT STAMPED LS 8006
⊗	FOUND 1/2" REBAR TAGGED PLS 4076 PER BOOK 44 OF MAPS AT PAGE 61 OFFICIAL RECORDS
(...)	RECORD DATA PER MAP THE VILLAS AT SIERRA MEADOWS PHASE 1 RECORDED IN BOOK 44 OF OF MAPS AT PAGE 61 OFFICIAL RECORDS
((...))	RECORD DATA PER MAP RECORDED IN VOLUME 31 OF LICENSED SURVEYS AT PAGE 38 T.C.R.
[...]	RECORD DATA PER MAP RECORDED IN VOLUME 44 OF MAPS AT PAGE 53 TULARE COUNTY RECORDS
{ ... }	UNRECORDED JAYE STREET PROPERTY SURVEY PLAT PREPARED BY THE CITY OF PORTERVILLE DATED 9/15/2018
	LINE INDICATES SUBDIVISION BOUNDARY
	15' WIDE PEDESTRIAN ACCESS EASEMENT
R	RADIAL
ILL	ILLEGIBLE

NOTE: SET 3/4" I.P. WITH CAP LS 8006 AT ALL LOT CORNERS AND BEGINNING AND ENDING OF CURVES

UNPLOTTABLE EASEMENTS OF RECORD

1. EASEMENT TO POPLAR IRRIGATION COMPANY, A CORPORATION, FOR WATER DITCH PURPOSES RECORDED APRIL 13, 1900 PER BOOK 97, PAGES 261-264 OF DEEDS.
2. EASEMENT TO MT. WHITNEY POWER AND ELECTRIC COMPANY FOR PUBLIC UTILITIES RECORDED AUGUST 1, 1913 PER BOOK 31, PAGE 256 OF CONTRACTS.
3. EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES RECORDED MARCH 4, 1953 AS DOCUMENT NO. 6978 OF OFFICIAL RECORDS.

//BLS
Borum Land Surveying
www.borumlandsurveying.com

8-1-2021

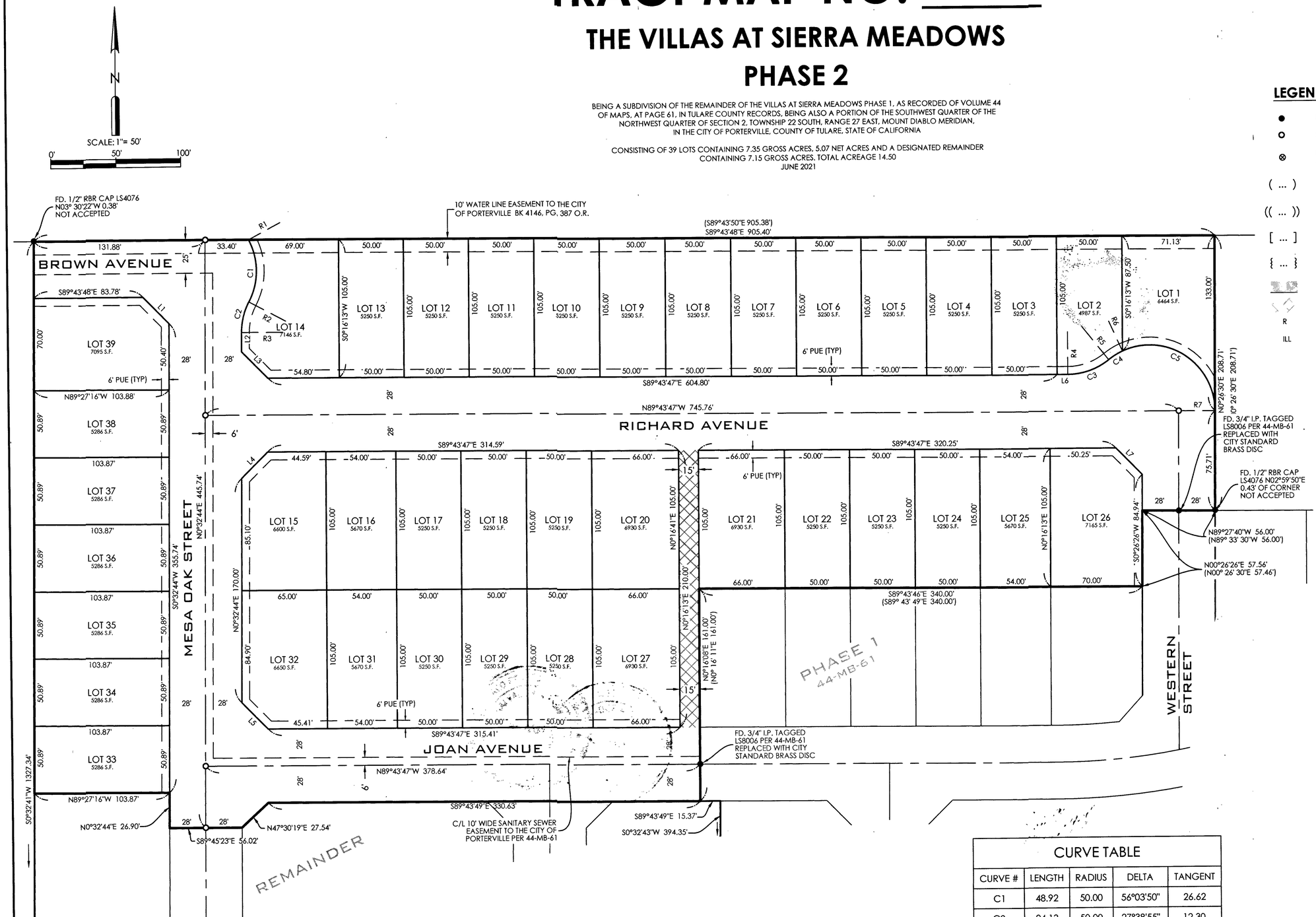
TRACT MAP NO. _____

THE VILLAS AT SIERRA MEADOWS

PHASE 2

BEING A SUBDIVISION OF THE REMAINDER OF THE VILLAS AT SIERRA MEADOWS PHASE 1, AS RECORDED OF VOLUME 44 OF MAPS, AT PAGE 61, IN TULARE COUNTY RECORDS, BEING ALSO A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 27 EAST, MOUNT DIABLO MERIDIAN, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA

CONSISTING OF 39 LOTS CONTAINING 7.35 GROSS ACRES, 5.07 NET ACRES AND A DESIGNATED REMAINDER CONTAINING 7.15 GROSS ACRES. TOTAL ACREAGE 14.50
JUNE 2021



LEGEND

●	FOUND AND ACCEPTED MONUMENTS AS DESCRIBED
O	SET CITY STANDARD MONUMENT STAMPED LS 8006
⊗	FOUND 1/2" REBAR TAGGED PLS 4076 PER BOOK 44 OF MAPS AT PAGE 61 OFFICIAL RECORDS
(...)	RECORD DATA PER MAP THE VILLAS AT SIERRA MEADOWS PHASE 1 RECORDED IN BOOK 44 OF OF MAPS AT PAGE 61 OFFICIAL RECORDS
((...))	RECORD DATA PER MAP RECORDED IN VOLUME 31 OF LICENSED SURVEYS AT PAGE 38 T.C.R.
[...]	RECORD DATA PER MAP RECORDED IN VOLUME 44 OF MAPS AT PAGE 53 TULARE COUNTY RECORDS
{ ... }	UNRECORDED JAYE STREET PROPERTY SURVEY PLAT PREPARED BY THE CITY OF PORTERVILLE DATED 9/15/2018
	LINE INDICATES SUBDIVISION BOUNDARY
	15' WIDE PEDESTRIAN ACCESS EASEMENT
R	RADIAL
ILL	ILLEGIBLE

NOTE: SET 3/4" I.P. WITH CAP LS 8006 AT ALL LOT CORNERS AND BEGINNING AND ENDING OF CURVES

RADIAL LINE TABLE

RADIAL #	BEARING
R1	N62° 07' 49"E
R2	N61° 48' 21"W
R3	N89° 27' 16"W
R4	S0° 16' 13"W
R5	S38° 28' 07"E
R6	N24° 13' 18"W
R7	S89° 43' 47"E

PARCEL LINE TABLE

LINE #	LENGTH	DIRECTION
L1	28.35	S44° 35' 32"E
L2	14.73	S0° 32' 44"W
L3	28.35	S44° 35' 31"E
L4	28.22	N45° 24' 29"E
L5	28.35	N44° 35' 31"W
L6	8.15	S89° 43' 47"E
L7	28.33	S44° 38' 38"E

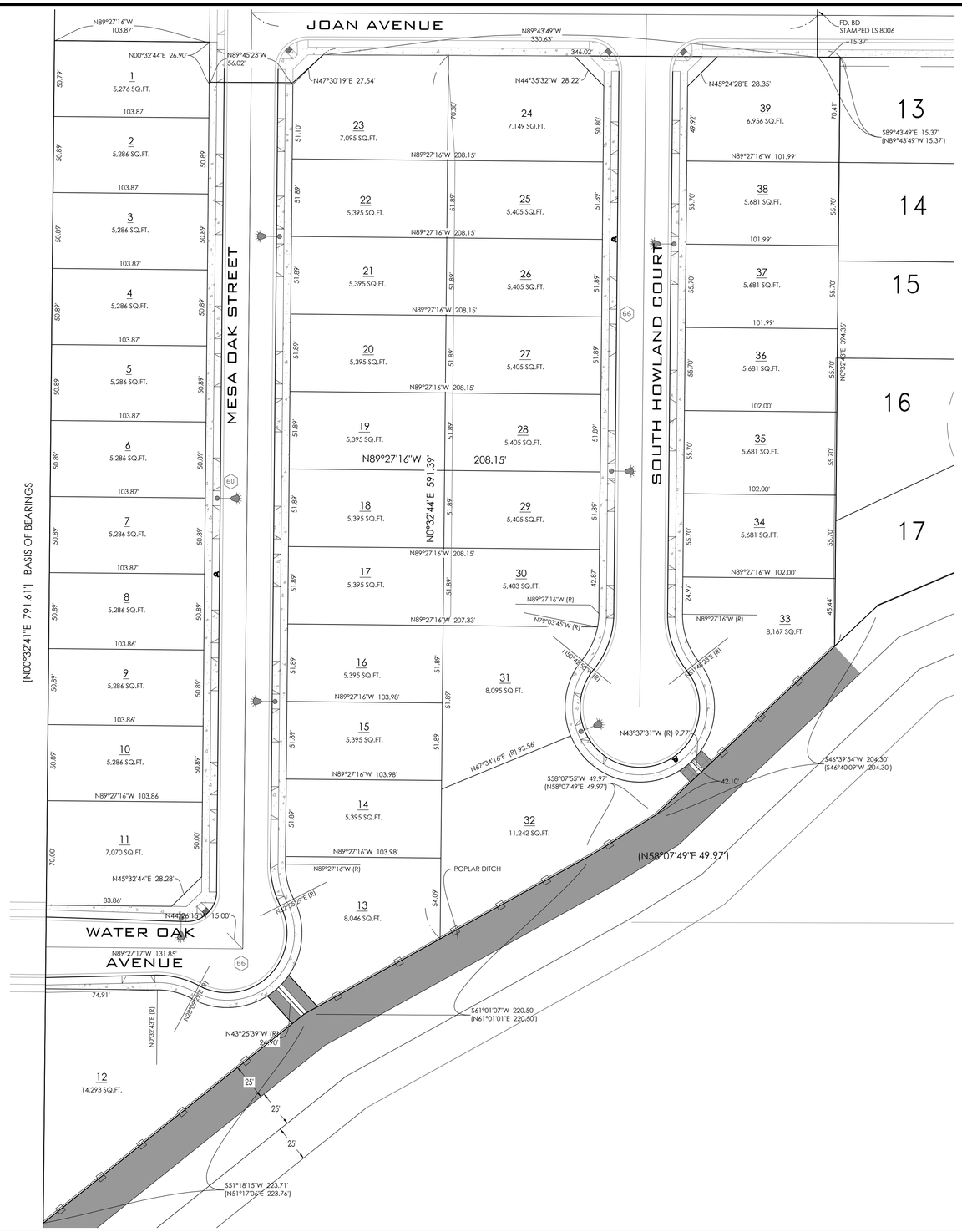
CURVE TABLE

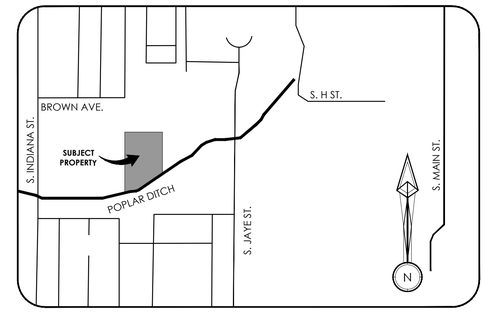
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C1	48.92	50.00	56°03'50"	26.62
C2	24.13	50.00	27°38'55"	12.30
C3	33.81	50.00	38°44'20"	17.58
C4	12.43	50.00	14°14'49"	6.25
C5	99.91	50.00	114°29'21"	77.72

BASIS OF BEARINGS

THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 27 EAST, MOUNT DIABLO MERIDIAN, TAKEN AS N0°26'30"E AS SHOWN ON RECORD OF SURVEY MAP RECORDED IN BOOK 31 OF LICENSED SURVEYS AT PAGE 38, TULARE COUNTY RECORDS.

BLS
Borum Land Surveying
www.borumlandsurveying.com



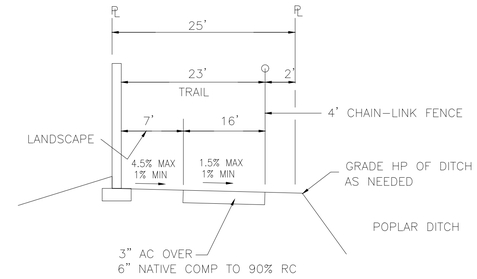


VICINITY MAP
CITY OF PORTERVILLE

NTS
COUNTY OF TULARE

LEGEND

	STREET LIGHTS:	7
	LANDSCAPE AREA:	17,302 S.F.
—○—	CONCRETE BLOCK RETAINING WALL:	619 Ft.



TRAIL DETAIL

N.T.S.

SCALE: AS NOTED
DATE: 5/23/23
DRAWN BY: RER
CHECKED BY: ---

NO.	REVISION	INIT	DATE

AWEngineering
CIVIL ENGINEERS & LAND SURVEYORS
810 W ACEQUIA AVENUE, VISALIA CA 93291
559-713-6139

APPROVED BY:
JESSE ALLEN WILLIAMS R.C.E. 64742 DATE

APPROVED BY:
DATE

FOR: SMEE HOMES INC.
444 N. PROSPECT ST. SUITE A
PORTERVILLE, CA. 93257

PROJECT: THE VILLAS AT SIERRA MEADOWS PHASE THREE
PORTERVILLE, CA

SHEET TITLE: LANDSCAPE & LIGHTING MAINTENANCE DISTRICT

SHEET 1

FLOOD ZONE X

JOB NUMBER 22059

V:\Meetings\JA\AWE\2022\22059 - Villas at Sierra Meadows Ph. 3\Final Maps\SMEE\22059 LMD Prelim - AWE.dwg

SUBJECT: Consideration of Appointment to the Arts Commission

SOURCE: Administrative Services

COMMENT: Vacancies currently exist on the Arts Commission, one youth seat and two regular seats, all of which have terms set to expire in July 2026.

A request for reappointment has been received from Commissioner Maria Menga, which is attached for the City Council's consideration. Commissioner Dawn Bennett has expressed no interest in continuing to serve on the commission, which has resulted in one of the three vacancies.

In addition, staff has received a new request for an appointment to the Arts Commission from Emilie Dummar, which is attached for the Council's consideration.

Staff will continue to advertise and solicit applications from interested individuals for the remaining vacancies.

RECOMMENDATION: That the City Council consider the re-appointment of Maria Menga and the appointment of Emilie Dummar to the City's Arts Commission, and direct staff to continue to solicit individuals to serve.

ATTACHMENTS:
1. Request for Appointment: Emilie Dummar
2. Request for Appointment: Maria Menga

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE REQUEST FOR APPOINTMENT

Please complete all blanks.

Name: Emilie Dummar

_____ (Please Print)

Appointment to: Art Commission For City Of Porterville

_____ (Name of Board, Commission, or Committee)

□ Reappointment; or IF NEW, Please provide:

Street Address: [redacted] Porterville CA, 93257

Mailing Address: Same As Street Address

Name of Business: Emilie Dummar's Professional Fine Art □ Own □ Operate

Business Address: [redacted] Porterville CA. 93257

Telephone: Home [redacted]

Work ____N/A_____

FAX _____N/A_____

E-mail [redacted] _____

City of Porterville resident: Registered Voter: Yes

□ Yes □ Yes

□ No □ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

I am attending Milan Art Institute as well as attending other programs to help grow my skills and business. I have created commissions for people many times before as well as creating fine art for collectors. I am a published Author on Barnes and noble as well as Amazon. Currently I am in the progress of building my own online platform for my future online academy to teach art and writing. I also inspire to create an amazing in person business to teach others the beauty of Art and Writing. I am a granite hills graduate of the year 2020 and use to be an employee at Imagine Arts Center in Porterville CA. I am working to expand my art throughout this city as well as others. I currently have Art displayed in The Hidden Cottage shop in Porterville CA. I have been displayed at the porterville Musuem with an group art exhibition in the past.

Please tell us why you are interested in this position.

I am very interested in this position and to learn more about this opportunity because Art has always been a part of me and my life. I am growing my own business at only 20 years old and slowly but surely succeeding. I want to teach and inspire others through the Arts and how much of an impact it has for this society. One of my goals in life has been to bring more art too our city. I would love to learn more about this opportunity as it will help myself grow mentally as building my own business, as well as help the city I was born and raised in, to flourish and expand.

□ Resume attached □ Letter of request attached

Submitted By: ___Emilie Dummar 2/22/23_____ Date

Received by: Christina Tank

Forwarded to: City Clerk □ Date: _____

City Council □ Date: _____

Staff Liaison □ Date: _____

Tentative Council Mtg Date: _____

CITY OF PORTERVILLE
REQUEST FOR APPOINTMENT

Please complete all blanks.

RECEIVED
JUL 19 2023
CITY OF PORTERVILLE
CITY CLERK OFFICE

Name: MARIA MENDOZA
(Please Print)

Appointment to: ARTS COMMISSION
(Name of Board, Commission, or Committee)

☒ Reappointment; or IF NEW, Please provide:

Street Address: [redacted]
Porterville, CA 93257

Mailing Address: [redacted]
Porterville, CA 93258

Name of Business: _____

☐ Own ☐ Operate

Business Address: _____

_____

Telephone: Home [redacted]

Work _____

FAX _____

E-mail _____

City of Porterville resident:

☒ Yes
☐ No

Registered Voter:

☒ Yes
☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

Please tell us why you are interested in this position.

I'd like to continue my service as a member.

☐ Resume attached ☐ Letter of request attached

Submitted By: _____ _____ Date

Received by: _____

Forwarded to: City Clerk ☐ Date: _____
City Council ☐ Date: _____
Staff Liaison ☐ Date: _____

Tentative Council Mtg Date: _____

SUBJECT: Consideration to Schedule a City Council Study Session on Recycled Water, Sewer, and Solid Waste Rates.

SOURCE: Public Works

COMMENT: Staff is requesting that City Council schedule a Study Session to consider establishing Recycled Water Rates, Solid Waste, and Sewer Rates.

Carollo Engineers completed the Recycled Water Feasibility Study in October 2019. Its primary objective is to identify and analyze opportunities for supplying recycled water in and around the city of Porterville. The City is near completion of its .308 MGD tertiary water treatment facility, which is tentatively scheduled to be in operation by September 2023. Implementing the recycled water system will enable the City to offset potable water use, thereby enhancing the sustainability of the distribution water supply. As future City projects move toward full tertiary treatment of its wastewater, recycled water will provide a critical role in augmenting or offsetting potable water supplies. Recycled water provides new opportunities and new challenges for water and wastewater agencies providing recycled water. In light of these challenges, determining the recycled water pricing mechanism and rate structure to recover the cost of the production and distribution of recycled water must be implemented.

R3 Consulting Group completed the Solid Waste (Refuse) Rate Study in February 2023. The Rate Study provided a detailed rate analysis to measure revenues needed to provide the regulated levels of service while also helping establish fair, equitable, stable, and defensible solid waste user rates. In its findings, R3 determined that a rate increase is needed to fund existing operations and offset the current Fiscal Year revenue shortfalls. The Rate Study provides rate adjustment scenarios for the Council's consideration.

Carollo Engineers completed the Sewer Rate Study in May 2023. The Sewer Rate Study's objective is to ensure that revenues cover the cost of services, meet the debt coverage and reserve requirements, and provide revenue for capital improvements. In its findings, Carollo determined that under existing rates, revenue is insufficient to cover operation and capital costs, debt payments, and debt service coverage throughout the Study period. Carollo Engineers developed three rate structures for the Council's consideration. Each rate structure would provide adequate revenue to address annual debt service coverage issues and provide the City with the financial capacity to address future operation and capital costs.

Staff's recommendation is that the Council schedule a Study Session to receive

Recycled Water, Sewer, and Solid Waste Rate Studies completed by Carollo Engineers and R3 Consulting Services.

RECOMMENDATION: That the City Council schedule a Study Session to receive Recycled Water, Sewer, and Solid Waste Rate Studies completed by Carollo Engineers and R3 Consulting Services.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

SUBJECT: Consideration of Public Sector Membership Contribution for the Tulare County Economic Development Corporation

SOURCE: City Manager's Office

COMMENT:

The City of Porterville was a founding member of the Tulare County Economic Corporation (TCEDC) in 1983, and has remained active and consistently involved in its operation and funding since the organization's inception, with the exception of the 2020-2021 Fiscal Year. The TCEDC was formed in 1983 by the County of Tulare and the county's eight incorporated cities for the express purpose of recruitment of new industry locating to Tulare County and to encourage development of new jobs through industrial promotion. Members of the City Council and staff have continued to emphasize the importance of collaborative economic development efforts across Tulare County, and especially to the benefit of the southeastern region of Tulare County.

Through its historical participation and support of the TCEDC, the City had been successful in the location of several new industries to Porterville, including Walmart Distribution (1991) and ProDocument Solutions (2003). Through the TCEDC prospect selection process, the City was successful in 2007 in the location and sale of approximately 35-acres of vacant City industrial property to Southern California Edison (SCE) for the planned development of a customer service center and maintenance facility. SCE has developed the maintenance facility on approximately half of the property and has plans to further develop and expand its maintenance operations at the location, and has initiated in the last couple of months the proposed development of the customer service center.

Through its membership in the TCEDC, the City has actively marketed prospective industrial properties across the community and responded to potential industrial prospect inquiries, including currently vacant privately-owned facilities (e.g. former Beckman Coulter, Inc.) as well as vacant land (e.g. City 10-acre property at Jaye Street/Montgomery Avenue). Over the last several years, the TCEDC has coordinated several initiatives to incentivize prospect consideration and selection of industrial property, including a Certified Sites program for development and federally-designated Opportunity Zones to eliminate or defer federal capital gains taxes, which the City robustly participated in without success. In a strengths, weaknesses, opportunities and threat (SWOT) analysis conducted by the TCEDC in 2019, the TCEDC identified the lack of major highway access and proximity to State Route 99, lack of railroad service, and limited vacant buildings being the main obstacles

to local prospect location.

The TCEDC has indicated its goal and objective over the past couple of years is to not rely on public sector agencies for financial support and encourage additional private sector support. Prior to July 1, 2020, the County and Cities comprised nine members of the 21-Member Board of Directors and contributed $225,000 in annual revenue to the TCEDC, with the private sector contribution of $21,000. TCEDC's 2020-2021 budget reduced the County and public agencies contributions by $52,500 to $172,500, with the objective of the private sector contributing an additional $129,000 for a total of $150,000 and increasing private sector membership to the Board. For the 2022-2023 Fiscal Year, the public sector members contributed $175,000 and the private sector contributed $35,750, with a net annual financial deficit of approximately $150,000. The TCEDC's 2023-2024 budget includes a motivated effort to increase private sector contributions to $140,000, with currently $55,500 either paid or pledged. With approximately $285,000 remaining in reserve, the TCEDC can only function a couple of more years without significantly increasing revenues.

On June 19, 2023, Mayor Flores and City staff met with Airica de Oliveira (TCEDC Chief Executive Officer) in regard to TCEDC's work program for the 2023-2024 Fiscal Year and prospective public sector membership dues, which the meeting materials are provided for reference. During the meeting, de Oliveira requested that the City of Porterville consider increasing its public sector membership contribution from $25,000 to either $30,000 or $35,000. In addition to seeking to increase private sector contributions by approximately $100,000, the TCEDC is seeking to increase public sector contributions $65,000 to avoid a resulting deficit budget. On July 13, 2023, the City received the attached letter and invoice from the TCEDC for $35,000, apparently consistent with the increases committed to by the other public sector members (please see chart below).

Agency:	FY 2022-23:	FY 2023-24:	Increase:
County of Tulare	$ 50,000	$ 65,000	$ 15,000
City of Visalia	$ 50,000	$ 60,000	$ 10,000
City of Tulare	$ 25,000	$ 40,000	$ 15,000
City of Porterville	$ 25,000	$ 35,000	$ 10,000
City of Dinuba	$ 15,000	$ 20,000	$ 5,000
City of Exeter	$ 2,500	$ 5,000	$ 2,500
City of Farmersville	$ 2,500	$ 5,000	$ 2,500
City of Lindsay	$ 2,500	$ 5,000	$ 2,500
City of Woodlake	$ 2,500	$ 5,000	$ 2,500
TOTALS:	$175,000	$240,000	$ 65,000

A new benefit of TCEDC membership is access to a new software solution to provide economic impact data and analytic software developed by IMPLAN. City staff was recently in discussions with IMPLAN to enter into an annual agreement with a quoted annual rate of $3,500, which the TCEDC has included

the use of the IMPLAN software as a component of membership. The TCEDC has also recently upgraded its web offerings to include the services of GIS WebTech that will be integrated into its real estate database, allowed member agencies to share geographical information system (GIS) layers on the TCEDC website to provide improved property information to potential prospects.

RECOMMENDATION: That the City Council consider the City's continued membership in the Tulare County Economic Development Corporation and invoice of $35,000 for 2023-2024 public sector membership contribution.

ATTACHMENTS:

1. TCEDC FY 2023-2024 Public Sector Contributions Increase Letter - July 10, 2023
2. TCEDC Invoice for Fiscal Year 2023-2024 Public Sector Contributions
3. TCEDC FY 2023-2024 Public Sector Membership Benefits
4. TCEDC Summary of Revenues & Public Sector Contributions
5. TCEDC Public Sector Membership Formula

Appropriated/Funded:

Review By:

Department Director:
John Lollis, City Manager

Final Approver: John Lollis, City Manager

TULARE COUNTY ECONOMIC DEVELOPMENT CORPORATION

July 10, 2023

John Lollis
City Manager
City of Porterville
291 N. Main St.
Porterville, CA 93257

Subject: Increase in Membership Dues for Fiscal Year 2023-2024

Dear John,

I hope this letter finds you well. As a valued member of Tulare County EDC, we wanted to inform you of an important update regarding the membership dues for the upcoming fiscal year 2023-2024.

Over the past years, Tulare County EDC has worked diligently to provide exceptional services and resources to all our members. We have consistently strived to improve the quality of our offerings, enhance business location opportunities, and facilitate the growth and success of Tulare County.

In order to sustain and enhance the level of services we provide, it has become necessary to revise our membership dues. After careful consideration and analysis of our operational costs, we have determined that an increase in membership dues is essential to meet our financial obligations and continue delivering valuable resources to our members.

Effective from the start of the new fiscal year on July 1, 2023, the membership dues for all existing and new members will increase. This increase will enable us to invest in improved site selection software, expand our outreach initiatives, and offer an even greater range of benefits to our members.

We understand that any adjustment in dues may impact your organization's budgeting and resource allocation. We believe that the value and advantages gained from being part of our organization will outweigh the increased dues and contribute significantly to the growth and development of your jurisdiction.

We remain committed to maintaining transparency and open communication with our members. If you have any questions or concerns regarding the revised membership dues, we encourage you to reach out to our Board Chairman, Brian Poochigian or President/CEO Airica de Oliveira. We are here to address any queries and provide any necessary assistance to ensure a smooth transition during this period.

We greatly appreciate your continued support and membership with Tulare County EDC. Your participation and contributions are invaluable in shaping our region and fostering its progress. We look forward to a prosperous and productive fiscal year ahead, and we are confident that together we can achieve remarkable results.

Thank you for your attention to this matter. We appreciate your prompt attention to the revised membership dues and eagerly anticipate your continued partnership.

Yours sincerely,

Brian Poochigian
Board of Directors, Chair
Tulare County EDC

Airica de Oliveira
President & CEO
Tulare County EDC

INVOICE

Tulare County Economic Development Corp.
309 W. Main St. Suite 110
Visalia, CA 93291

airica@tularecountyedc.com
+1 (559) 625-3100
www.tularecountyedc.com

TULARE COUNTY ECONOMIC DEVELOPMENT CORPORATION

City of Porterville

Bill to
John D. Lollis
City of Porterville
291 N. Main Street
Porterville, CA 93257

Invoice details
Invoice no.: 939
Terms: Net 30
Invoice date: 07/13/2023
Due date: 08/12/2023

	Product or service		Amount
1.	**Public Sector Contribution** Fiscal year 2023-2024	1 unit × $35,000.00	$35,000.00

Total **$35,000.00**

Ways to pay

Pay invoice

TULARE COUNTY ECONOMIC DEVELOPMENT CORPORATION

Tulare County EDC FY 23-24
Public Sector Membership Benefits

1. **TCEDC Board of Directors Representation (with alternate)**

2. **Representation in the EDC's Regional Marketing Program ($80,000)**
   - Tulare County is represented through various key marketing partnerships including:
     - California Central Valley Economic Development Corporation
     - **NEW!!** Team California
   - Tulare County is represented at:
     - Events
     - Trade Shows
     - Site Selector Missions
     - Broker Missions
   - Community representation on the EDC's digital marketing platforms including the EDC's website, social media platforms, Welcome Home Guide, Newsletters, E-mail Marketing Campaigns, and others.
   - Unique Community Profile pages on the EDC's website that link back to a community's respective web resources.
   - Exclusive access to leads generated through marketing efforts.

3. **Project Management ($70,000)**
   - Coordinated Regional Proposal Response on behalf of Tulare County communities to various RFI/RFP's received from:
     - California's Governor's Office of Business & Economic Development
     - California Central Valley EDC
     - Tulare County EDC Direct or Referral
   - Project support and assistance including site selection services, demographic report generation, incentive coordination, and connection with local, state, and federal partners and resources as appropriate.

4. **Regional Real Estate Database ($35,000)**
   - Community Representation in the only Tulare County region-serving, 24/7 Commercial Real Estate Database
     - Property Listing Refresh, Daily
     - Property Listing Audits, every 30 days
     - Ability to add publicly owned real estate to database (land or building)
   - Unlimited Access to and representation in Community Demographic Reporting.
   - **NEW!!** Integration of each City and County GIS system within the EDC's Real Estate Database.

5. **Access to Exclusive Regional Economic Data and Reports ($43,500)**
   - Access to annual Tulare County Regional Economic Outlook Book generated by Beacon Economics.

DRAFT

- Access to Quarterly Trends Reports generated by Beacon Economics.
- **NEW!!** Data driven economic impact reports for local economic development projects. This type of reporting is particularly useful when applying for State or Federal funding as economic impact data is often required.

6. **Regional Strategic Planning**
   - Participation in the EDC's Annual Strategic Planning sessions with the EDC Staff and Board of Directors to contribute to the Annual Work Plan and Regional Recruitment Plan.

7. **Comprehensive Economic Development Strategy (CEDS) ($50,000-$80,000)**
   - The EDC is responsible for the marketing research & development of Tulare County's Regional 5-year Comprehensive Economic Development Strategy (CEDS).
   - All regional projects must be reported on the 5-year CEDS, for Federal Economic Development Administration (EDA) grant funding consideration.
   - The EDC collects and reports annual project changes and updates to EDA on behalf of the region.

8. **Business Incentive Fund (BIZ)**
   - This fund was set aside by the EDC Board of Directors to incentive manufacturing development within the County, providing up to $10,000 of incentive per project.
   - Public Sectors represented on the EDC Board of Directors, review BIZ applicants and verify funding need.

9. **Recycling Market Development Zone ($25,000)**
   - The EDC is the designated administrator for the Tulare County portion of the Great South San Joaquin Valley Recycling Market Development Zone (RMDZ).
   - The RMDZ program combines recycling with economic development to fuel new businesses, expand existing ones, create jobs, and divert waste from landfills.
   - This program provides attractive loans, technical assistance, and free product marketing to businesses that use materials from the waste stream to manufacture their products and are located in a zone.
   - Grants opportunities may also be available for businesses that operate and qualify within the recycling market development zone.

10. **Premiere Regional Event Sponsorships ($3,500+)**
    - Event Sponsorship, ranging from ($500-$2,500) of Sequoia Regional Annual Economic Summit and Tulare County EDC's Real Estate Forecast Event.
    - Priority seating at Sequoia Regional Annual Economic Summit Event

DRAFT

TULARE COUNTY ECONOMIC DEVELOPMENT CORPORATION

2023-2024 Private Investor Levels & Benefits

When you invest, you are directly shaping the growth of Tulare County's future. Backed by all eight cities within the County, the TCEDC is the primary economic development entity resulting in more than $350 million dollar of investments in our local economy!

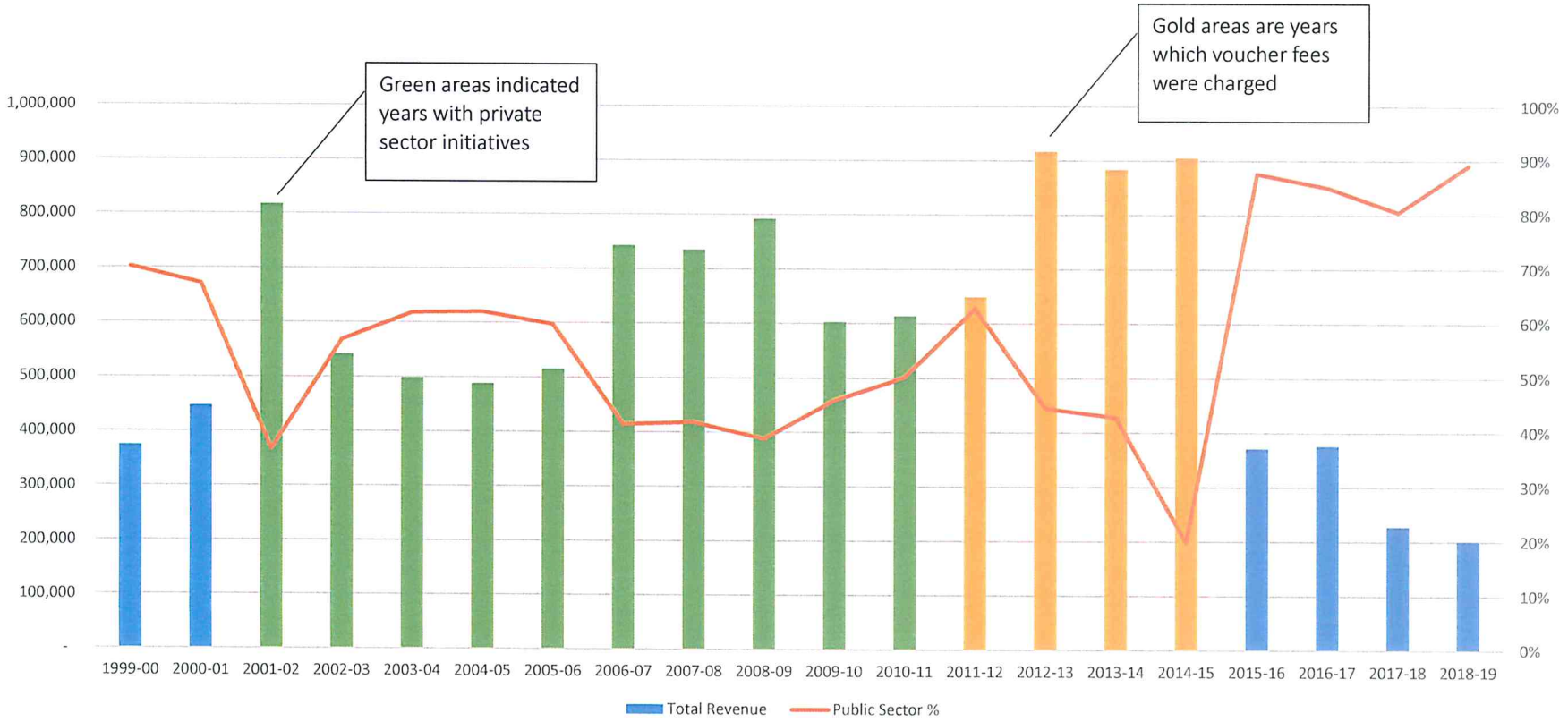
Investor Benefits	COPPER $1,500	BRONZE $2,500	SILVER $5,000	GOLD $7,500	PLATINUM $15,000	DIAMOND $25,000+
Listings on EDC Real Estate Database						
Carousel Logo on EDC Website						
Receive EDC Exclusive Prospect Leads						
Featured as a Preferred Partner on EDC Website & Project Leads						
Event Passes for Real Estate Forecast		(2)	(4)	(6)	(8)	(10)
Event Passes for Economic Summit		(2)	(4)	(6)	(8)	(10)
Exclusive Access Pass to all VIP events						
EDC Board of Director's Presentation						
E-newsletter Feature Spotlights				(2)	(4)	(6)
Access to Economic Development Research & Impact Data	50% Discount	60% Discount	1 Free Report	2 Free Reports	3 Free Reports	4 Free Reports
Preferred Event Seating & Access to VIP events						
Ad in Annual Economic Outlook Report					1/2 pg.	Full page
Event Sponsorship Credits (up to $2,500 value)						
Eligible for Board of Director's seat ** Subject to TCEDC Bylaws*						

History of EDC Revenue & Public Sector Contributions

TULARE COUNTY ECONOMIC DEVELOPMENT CORPORATION

EDC Revenue History

Public Sector as Percent of Total Revenue



Jurisdiction	1983-85	1994	1997	2000-2010	2011-2014	2015-17	2017-current
Dinuba	3,725	6,636	11,681	10,500	17,262	21,615	12,066
Exeter	1,772	3,990	5,209	5,000	8,653	8,403	4,691
Farmersville	745	1,617	5,000	5,000	8,498	6,459	3,606
Lindsay	2,777	4,053	5,000	5,000	9,100	7,543	4,211
Porterville	13,330	25,179	39,147	38,500	54,298	49,423	27,590
Tulare	14,301	31,227	39,778	35,300	53,208	65,305	36,456
Visalia	44,347	91,868	85,000	134,000	170,000	165,593	92,440
Woodlake	948	1,680	500	5,000	7,682	4,360	2,434
County	30,962	43,932	62,035	69,200	79,200		44,212
Total	**112,907**	**210,182**	**253,350**	**307,500**	**407,901**	**328,701**	**227,706**
	Based on sales tax revenue	Based on sales tax revenue	Based on sales tax revenue	Based on sales tax revenue with $5,000 minimum	$307,500 based on sales tax; $100,401 based on population	Based on average of sales tax, property tax and population. County not included in calculations	County was added back in at their prior level of $79,200 and then budget was redistributed based on new contribution level

From 1998 to 2010 the EDC received $100,000 that was based on population for administration of the Targeted Tax Area

From 1984 to 1998 additional income from loan program proceeds used to support economic development, as high as $300,000 through the 1990's

Does not include year to year rebates, reductions, waivers or non participation by agencies.

Potential Formula Options

Current Distribution %		A		B		C		D		E	
		Population	% of total	Sales Tax Revenue	% of total	Property Tax Revenue	% of total	Households	% of total	Labor Force	% of total
5.3%	**Dinuba**	25,328	5.3%	$ 11,976,424	16.5%	$ 2,388,060	1.4%	6,147	4.5%	11,300	5.4%
2.1%	**Exeter**	11,002	2.3%	$ 836,753	1.2%	$ 1,225,578	0.7%	3,359	2.5%	4,900	2.4%
1.6%	**Farmersville**	11,358	2.4%	$ 619,940	0.9%	$ 524,135	0.3%	2,652	2.0%	4,900	2.4%
1.8%	**Lindsay**	13,358	2.8%	$ 864,810	1.2%	$ 829,382	0.5%	3,567	2.6%	5,700	2.7%
12.1%	**Porterville**	60,260	12.6%	$ 5,992,679	8.2%	$ 4,322,022	2.6%	16,766	12.4%	25,800	12.4%
16.0%	**Tulare**	66,967	14.0%	$ 9,652,469	13.3%	$ 8,386,562	5.1%	18,522	13.7%	28,300	13.6%
40.6%	**Visalia**	138,207	28.8%	$ 30,085,863	41.4%	$ 17,112,127	10.3%	42,241	31.3%	62,900	30.3%
1.1%	**Woodlake**	7,891	1.6%	$ 414,100	0.6%	$ 418,880	0.3%	2,135	1.6%	3,500	1.7%
19.4%	**County**	144,741	30.2%	$ 12,219,389	16.8%	$ 130,552,515	78.8%	39,755	29.4%	60,200	29.0%
	Total	**479,112**		**$ 72,662,427**		**$ 165,759,261**		**135,144**		**207,500**	
	Source	*DOF 2019 Population Estimates Report May 2019*		*State Tax Administration Report of Distributions 2017-18*		*Auditor-Controller 2018-19 Gross Levy by Tax Code October 2018*		*2018 US Census Quick Facts*		*June 2019 Labor Force Data Report EDD*	

Current Year Contribution		Managers Recommendation Previously Adopted for 2020-21		Option A Redistribution of Farmersville & County		Option B Return to Original Population & Sales Tax Base Distribution		Option C Membership Level Approach based on Population	
$ 12,066	Dinuba	$ 16,075	⇧	$ 24,224	⇧	$ 24,784	⇧	$ 15,000	⇧
$ 4,691	Exeter	$ 3,718	⇩	$ 6,818	⇧	$ 3,926	⇩	$ 2,500	⇩
$ 3,606	Farmersville	$ 3,168	⇩	$ -		$ 3,670	⇧	$ 2,500	⇩
$ 4,211	Lindsay	$ 3,967	⇩	$ 6,739	⇧	$ 4,529	⇧	$ 2,500	⇩
$ 27,590	Porterville	$ 20,290	⇩	$ 34,208	⇧	$ 23,710	⇩	$ 25,000	⇩
$ 36,456	Tulare	$ 25,538	⇩	$ 45,835	⇧	$ 31,038	⇩	$ 25,000	⇩
$ 92,440	Visalia	$ 61,941	⇩	$ 106,025	⇧	$ 79,983	⇩	$ 50,000	⇩
$ 2,434	Woodlake	$ 2,298	⇩	$ 3,857	⇧	$ 2,524	⇧	$ 2,500	⇧
$ 44,212	County	$ 90,712	⇧	$ -		$ 53,542	⇩	$ 50,000	⇩
$ 227,706	**Total**	**$ 227,706**		**$ 227,706**		**$ 227,706**		**$ 175,000**	

EDC Countywide Responsibilities/Activities

The EDC is responsible for a number of countywide programs/activities as described that have routinely been funded through public sector contributions as well.

Recycling Market Development Zone: The EDC is the designated administrator for the Tulare County portion of the Greater South San Joaquin Valley Recycling Market Development Zone, a program that provides assistance to businesses that are involved in the use of or manufacturing of recycled materials. All cities and unincorporated areas are included in the RMDZ designation.

Comprehensive Economic Development Strategy (CEDS): The EDC has been responsible for the creation and management of the CEDS, which is developed and submitted to the Economic Development Administration for consideration of grant funds. The current CEDS was developed by the EDC for the five-year ending commencing in 2019 and expiring in 2024. The EDC maintains the annual updates of the CEDS.

Opportunity Zone Fund/Marketing: The Board has authorized the creation of an Opportunity Zone Fund to fund projects (either directly or through investment pass thru). Most of the communities in the County have an opportunity zone designation and therefore could benefit from any funds that are committed for opportunity zone fund investment.

The following programs were established by the EDC Board to support business recruitment and expansion efforts and will continue to operate since they are funded from non-public sector funds.

Accredited Economic Development Organization

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 July 18, 2023, the Council 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 Bourdreaux 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. The Public Works Department continues 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 continued to provide shelter services at the TEP, but transitioned out on May 5, 2023. With the authority granted to the City Attorney and City Manager at its meeting on April 18, 2023, the City and County drafted a Memorandum of Understanding (MOU) in an effort to continue TEP shelter services until May 5, 2023, while the Mandatory Evacuation Order remained in place along the banks of the Tule River in city limits. On April 14, 2023, the County transmitted a letter to the California Governor's Office of Emergency Services (Cal OES), requesting continued financial support for the Armory TEP, which the County reported that Cal OES did not approve. At its meeting on July 11, 2023, the County Board of Supervisors approved the MOU for TEP shelter services between the City and the County, retroactive from April 11, 2023 to May 5, 2023.

Given the lack of continued financial support by Cal OES, the County notified the City that it would discontinue its support of the Armory TEP at noon on May 5, 2023, and American Red Cross would vacate the facility as well, leaving the City alone to determine the function of the Armory TEP after noon on May 5th. The significant threat of local emergency continued 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." Given the forecasts of potential widespread flooding damage to west Tulare County and significant portions of Kings County later this Spring and early Summer, Red Cross representatives strongly believe they will be returning to the Armory TEP and other Tulare County locations (e.g. Porterville Developmental Center) to assist those displaced from homes due to flooding. Until such time that Cal OES makes the determination that emergency conditions again exist in Tulare County, the Council was left to determine if local emergency conditions existed to continue operating the Armory TEP, which expenditures would not be reimbursable given the lack of approval by Cal OES.

Given the continued mandatory evacuation order along the Tule River in city limits and the legal implications of the Martin v. Boise federal 9th Circuit Court of Appeals decision (2018), and the announced departure of the American Red Cross and County support at noon on May 5, 2023, City staff developed an operational plan for the Armory TEP, cognizant of the lack of federal and State reimbursement of costs. As of April 27, 2023, eighteen (18) individuals were receiving shelter services at the Armory TEP, with most individuals only at the facility in the evening. Given the limited daytime TEP population, and daily meal services provided at the nearby Porterville Welcome Center, staff recommended to limit the Armory TEP hours from 7:00 P.M. to 7:00 A.M. daily, providing temporary staffing of two individuals (including a security guard). Temporary staffing had been quoted at $25 per hour, for a daily expense of $600 (or $18,000 per month). At its meeting on May 2, 2023, the Council authorized the continued operation of the Armory TEP for a 12-hour operational period over the evenings, and also directed that the Armory restrooms and shower facilities be used by the individuals at the TEP, which although not ADA-compliant, are not required for non-reimbursable shelter activities while under a Declaration of Local Emergency. The contract for the on-site mobile shower and portable restroom facilities that are ADA-compliant expired on May 11, 2023, which the rental cost was approximately $18,000 per month. However, the City Attorney recommended maintaining a single ADA-portable restroom at the facility. Beginning at noon on May 5, 2023, the City assumed administrative and financial responsibility for the Armory, which has established operational hours of 8:00 P.M. to 8:00 A.M. and averaged twenty (20) individuals each evening (please see attached daily census).

On May 4, 2023, the City received an updated draft License agreement for the use of the Armory, proposing a 1-year lease for exclusive use by the City effective May 5, 2023, through May 4, 2024. The draft agreement proposes no fee for the use of the facility, but that the City assume responsibility for the facility's utilities. On Monday, May 8th, the last remaining Army personnel left the facility, with the City now having complete exclusive use of the facility. At its meeting on May 16, 2023, the Council approved the updated draft License agreement for the 1-year exclusive use of the Armory.

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. On July 14, 2023, the Federal Emergency Management Agency (FEMA) made the determination to close the incident period effective July 10, 2023. Although the incident period has been closed, businesses and individuals may still apply for federal disaster assistance through September 1, 2023.

On May 17, 2023, Governor Newsom issued Executive Order N-7-23 to support Tulare Lake Basin flood response, which extends flood diversion and groundwater recharge flexibilities implemented for the Tulare Lake Basin, including Kern River floodwater to be allowed into the California Aqueduct.

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. At its meeting on April 18, 2023, the Council approved two emergency expenditures that exceeded $5,000 in their acquisition, which included 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). At its meeting on May 2, 2023, the Council approved two additional emergency expenditures that exceeded $5,000 in their acquisition, which included a trailer-mounted 6" dewatering and sewage pump ($77,396.67), and local trucking services of riprap material ($5,436.00), both for the Public Works Department.

In support of two private personnel providing nightly security at the Armory as it continues to function as a temporary evacuation point and shelter, City staff has secured TopKnotch Security, Inc. as the security services provider. TopKnotch provided an agreement for security services for approximately $18,000 per month (2 personnel at $25/hour for 12 hours per day for 30 days per month), which the Council approved at its meeting on June 6, 2023. Due to violations by TopKnotch Security of its agreement with the City for security services, City staff terminated the agreement effective immediately on Friday, July 14, 2023, causing the Police Department to provide security services at the Armory on Friday, July 14 through Sunday, July 16, 2023. Beginning on Monday, July 17, 2023, Good Guard Security, Inc. began providing security services, which at its meeting on July 18, 2023, the Council approved an agreement for security services for approximately $21,000 per month (2 personnel at $28.95/hour for 12 hours per day for 30 days per month).

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. 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. Governor Newsom Executive Order N-7-23
7. Federal Disaster Declaration Fact Sheet - April 3, 2023
8. License to Use State Military Property - April 14, 2023
9. City and County Memorandum of Understanding for Shelter Support
10. County of Tulare CalOES Shelter Support Request Letter - April 14, 2023
11. License to Use State Military Property - May 16, 2023
12. Federal Disaster Declaration Notice - July 14, 2023
13. Armory Temporary Evacuation Point and Shelter - Daily Census
14. Resolution No. 15-2023
15. Rescue Source & Rescue 3 Invoice: Water Rescue Equipment
16. Royal Restrooms Invoice: Mobile Shower-Restroom Units
17. Rain for Rent Pump Invoice
18. Mike Clark Trucking Invoice
19. TopKnotch Security, Inc. Agreement
20. Good Guard Security, Inc. Agreement
21. Municipal Code Chapter 9 - Civil Defense and Disaster
22. 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

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

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

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

CITY OF PORTERVILLE * INCORPORATED MAY 7, 1902 *

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.

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 breech 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

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-7-23

WHEREAS on March 1, March 8, March 12, March 14, March 28, April 20, and May 15, 2023, I proclaimed a State of Emergency to exist in 52 counties, cumulatively, as a result of a series of winter storms that initially struck California beginning in late February and continue to significantly impact the counties identified in my Proclamations; and

WHEREAS on March 31, 2023, I issued Executive Order N-6-23 to further bolster the emergency response to this Late Winter Storms event, particularly in the Tulare Lake Basin that continues to be plagued by historic flooding; and

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

WHEREAS on March 10, 2023, I issued Executive Order N-4-23 to address evolving drought conditions due to the winter storms and to mitigate flooding by facilitating groundwater recharge; and

WHEREAS due to the complexity of the impacts from over a dozen Atmospheric River events since December 2022, including the accumulation of a record snowpack in the Sierra Nevada that is likely to yield record snowmelt runoff, especially in the Tulare Lake Basin, I previously issued Executive Orders identified herein to respond to and recover from the winter storms, and those orders now require updating in-light of the most recent runoff conditions and the State's more robust and recent modeling of likely flood impacts; and

WHEREAS the Tulare Lake Basin includes portions of Fresno, Kings, Tulare, and Kern counties and is the terminal point for the Kaweah, Tule, and Kern Rivers as well as a portion of the Kings River and several smaller streams, meaning that water from Sierra snowpack runoff that cannot be stored in reservoirs or absorbed into the ground will flow into the basin; and

WHEREAS the Tulare Lake Basin is hydrologically connected to the San Joaquin River Basin via the James Bypass and Fresno Slough 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; and

WHEREAS stretches of the San Joaquin River, Chowchilla and Eastside Bypasses, San Joaquin River mainstem and tributaries (Fresno River, Chowchilla River, Merced River, Stanislaus River, and Tuolumne River, hereafter, San Joaquin River Tributaries), and Fresno Slough/James Bypass have been or are at flood stage this spring, river stages are expected to stay high or increase throughout the spring and summer as snowpack melts, and multiple levee repairs are underway on the lower San Joaquin River; and

WHEREAS the Kern River – California Aqueduct Intertie exists to move floodwaters safely from the Kern River into the California Aqueduct, and the Kern River Watermaster on May 10, 2023, requested the use of the Intertie to prevent Kern River floodwater from exacerbating flooding in the Tulare Lake Basin, and state agencies have begun actions to safely enable the diversion of these flood flows; 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 and Executive Orders shall remain in full force and effect except as modified in this Order.

2. Paragraph 2 of Executive Order N-6-23 is withdrawn and replaced by the following:

   To protect health, safety, and the environment, and to reduce the risks of local catastrophic flooding in the Tulare Lake or San Joaquin River Basins, the following are suspended for activities that meet the requirements in Paragraph 3.

   a. Chapter 6 (commencing with section 1600) of Division 2 of the Fish and Game Code, and regulations adopted pursuant to that Chapter; and

   b. Division 13 (commencing with Section 21000) of the Public Resources Code, and regulations adopted pursuant to that division.

3. Paragraph 3 of Executive Order N-6-23 is withdrawn and replaced by the following, except that any diversion in the Tulare Lake Basin that is operational as of June 1, 2023, may continue to operate under Paragraph 3 of Executive Order N-6-23 until August 31, 2023:

   The suspensions created by Paragraph 2 shall apply to floodwater diversion, floating vegetation and debris removal, and levee repair and breach, in the Tulare Lake or San Joaquin River Basins, on the condition that the actions cease when the flood conditions have abated to the point there is no longer a risk of, or existing, flooding causing inundation of land, roads, or structures at or downstream of the point of diversion.

4. Additionally, the suspensions created by Paragraph 2 shall apply to floodwater diversion only if all the following additional conditions are met:

   a. Any diversion of floodwaters directly from the (i) Tulare Lake Basin or rivers or streams or bypasses flooding the Tulare Lake Basin or (ii) the San Joaquin River or San Joaquin River tributaries (including Fresno Slough and James Bypass) or San Joaquin River bypasses must occur between March 31, 2023, and August 31, 2023, for flood management purposes.

b. With respect to diversions of floodwaters directly from rivers or streams or bypasses, 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. With respect to diversions of floodwaters that are 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, or are on lands inundated as a result of actions within subparagraph (a).

d. Any floodwater diverted is not diverted to and will not be applied to:

    i. Any barn, ponds, or lands to which manure or waste from an animal facility that generates waste from the feeding and housing of animals for more than 45 days per year in a confined area that is not vegetated are applied;

    ii. Any agricultural field where pesticide or fertilizer application has occurred in the prior 30 days or in the period prohibited by applicable law, whichever is longer;

    iii. Any area that could cause damage to critical levees, infrastructure, wastewater and drinking water systems, drinking water wells or drinking water supplies, or exacerbate the threat of flood and other health and safety concerns; or

    iv. 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.

e. With respect to diversions of floodwaters from waters tributary to the Sacramento and San Joaquin River Delta as defined in Water Code section 12220 (Delta), water rights holders are not making releases of stored water or reoperating facilities to provide flow for the purposes of meeting water quality control plan or endangered species requirements in the Delta at the time of the diversion.

f. With respect to diversions of floodwaters directly from the San Joaquin River or San Joaquin River Tributaries, the diversion uses:

    i. either existing diversion infrastructure or temporary pumps;

ii. no new permanent infrastructure or permanent construction; and

iii. simple screens installed on temporary pump intakes to minimize the impacts of diversion to salmon and other aquatic life.

5. Paragraph 4 of Executive Order N-6-23 is withdrawn and replaced by the following:

   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 suspensions created by Paragraph 2 should, wherever feasible, protect above-ground infrastructure and water sources that are necessary for the protection of human health and the recovery of impacted communities.

6. Paragraph 5 of Executive Order N-6-23 is withdrawn and replaced by the following:

   For purposes of conducting emergency flood preparation and response activities beyond those provided for in Paragraphs 2 and 3, 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 or San Joaquin River Basins.

7. Paragraph 6 of Executive Order N-6-23 is withdrawn and replaced by the following:

   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 or San Joaquin River Basins, 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.

8. Paragraph 6 of Executive Order N-6-23 is withdrawn and replaced by the following:

   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 or San Joaquin River Basins. 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.

9. Paragraph 3 of Executive Order N-4-23 is withdrawn and replaced by the following, except that any diversion that is operational as of June 1, 2023, may continue to operate under Paragraph 3 of Executive Order N-4-23 until August 31, 2023:

   The suspensions created by Paragraph 2 of Executive Order N-4-23 shall apply to diversions of floodwaters as to which all the following conditions are met:

   a. Diversions of floodwaters directly from rivers, streams, or bypasses must occur between March 10, 2023, and August 31, 2023, for flood management and associated groundwater recharge.

   b. Diversions of floodwaters no longer contained within a defined streambed must prevent imminent risk of flooding or relieve flooding pressure from land, roads, or structures, already inundated, including as a result of actions within subparagraph (a).

   c. 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 waters at or downstream of the point of diversion are at imminent risk of flooding and inundation of land, roads, or structures.

   d. The diversions cease when the flood conditions have abated to the point there is no longer a risk of, or existing, flooding causing inundation of land, roads, or structures at or downstream of the point of diversion.

   e. Any floodwater diverted is not diverted to and will not be applied to:

      i. Any barn, ponds, or lands, to which manure or waste from an animal facility that generates waste from the feeding and housing of animals for more than 45 days per year in a confined area that is not vegetated are applied;

      ii. Any agricultural field where pesticides or fertilizer application has occurred in the prior 30 days or in the period prohibited by applicable law, whichever is longer;

      iii. Any area that could cause damage to critical levees, infrastructure, wastewater and drinking water systems, drinking water wells or drinking water supplies, or exacerbate the threat of flood and other health and safety concerns; or

iv. 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 purpose of groundwater recharge or managed wetlands.

f. With respect to diversions of floodwaters from waters tributary to the Sacramento and San Joaquin River Delta (Delta) as defined in Water Code section 12220 (Delta), water rights holders are not making releases of stored water or reoperating facilities to provide flow for the purposes of meeting water quality control plan or endangered species supporting regulatory requirements in the Delta at the time of the diversion.

g. The diversion uses:

i. Either existing diversion infrastructure or temporary pumps;

ii. Existing groundwater recharge locations, where available;

iii. No new permanent infrastructure or permanent construction; and

iv. Simple screens installed on temporary pump intakes to minimize the impacts of diversion to salmon and other aquatic life.

h. The person or entity availing itself of suspensions created by Paragraph 2 of Executive Order N-4-23 files a preliminary report with the Water Board and any applicable Groundwater Sustainability Agency (GSA) or GSAs for the basin, no later than 14 days after initially commencing diversion of flood flows for groundwater recharge, and a final report with the Water Board and any applicable GSA or GSAs for the basin no later than September 15, 2023. The preliminary and final reports required by this subparagraph shall:

i. Identify the person or entity utilizing the suspensions created by Paragraph 2 of Executive Order N-4-23;

ii. Identify the triggering condition from subparagraph (c) of this paragraph;

iii. Provide the GPS coordinates for the point of diversion, a map identifying the approximate area inundated by the flood flows, and the corresponding assessor parcel number(s);

iv. Identify the time when diversions of floodwaters to groundwater recharge commenced, and for final reports, when diversions ceased; and

v. Provide an estimate, as of the report's date, of the amount of floodwaters diverted utilizing the suspensions created by Paragraph 2 of Executive Order N-4-23.

The Water Board shall post on its internet website all reports received pursuant to this subparagraph.

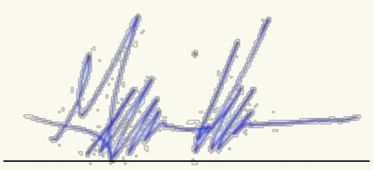
10. To mitigate the effects of the Late Winter Storms, including by reducing the risks of local catastrophic flooding in the Tulare Lake Basin, Part 2 (commencing with section 1200) of division 2 of the Water Code, exclusive of section 1225, and regulations adopted pursuant to that part, are suspended for diversions of flood flows into the Kern Intertie and ultimately into the California Aqueduct until August 31, 2023, such that applications and permits for water rights shall not be required for such diversions, nor shall such diversions create new water rights or modify existing water rights, to the extent applications or permits would have been required or water rights would have been affected absent this suspension.

11. The Department of Water Resources and State Water Resources Control Board shall (i) communicate to water systems and others any additional information or actions necessary for those systems and others to monitor and be prepared for the addition of Kern River floodwater in the California Aqueduct, and (ii) collaborate on long-term actions that align water rights and flood response, including actions that maximize in-basin groundwater recharge.

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 17th day of May 2023.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY 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.

###

LICENSE NUMBER	1221

LICENSE TO USE STATE MILITARY PROPERTY

BETWEEN

CALIFORNIA MILITARY DEPARTMENT

AND

The City of Porterville

FOR

USE OF READINESS CENTER IMPROVEMENTS AND GROUNDS

This AGREEMENT, dated for reference the 10th day of April 2023, by and between the California Military Department (CMD), hereinafter called STATE, and the City of Porterville, 291 North Main Street, Porterville, CA 93257, hereinafter called LICENSEE, without distinction as to number or gender, and effective upon execution by STATE. STATE and LICENSEE are sometimes referred to individually as a "party" or collectively as the "parties".

RECITALS

WHEREAS, the STATE has under its jurisdiction, certain real property known as the Porterville armory, located at 29 N. Plano St. Porterville, CA 93257, hereinafter called PREMISES, identified in **Exhibit "B"**, consisting of one (1) page and attached hereto and incorporated herein by this reference.; and,

WHEREAS, it is essential that STATE have a secure facility and surrounding grounds; and,

WHEREAS, PREMISES may be made available to meet the needs of the local civil authority when not required to meet immediate operational requirements;

NOW THEREFORE, STATE and LICENSEE agree as follows:

WITNESSETH

I. GENERAL PROVISIONS

1. AGREEMENT is for **non-exclusive weekday or weekend use** throughout the license term.
2. Upon declaration of emergency by the STATE or federal government, STATE reserves the right to reoccupy PREMISES, including all parking areas, with twenty-four (24) hours written or electronic (voice or email) notice to LICENSEE at the notification address/number below.

3. PREMISES will not be available during the following drill periods: n/a
4. LICENSEE shall comply with all applicable statutes, laws, ordinances and rules or regulations adopted by the Federal, State or any City, City and County, County or other body politic pertaining to use of said premises or any provisions of the License.
5. LICENSEE shall comply with such reasonable rules and regulations as may be prescribed by STATE for the reasonable use and occupation of State Facilities.
6. LICENSEE understands and agrees the California Legislature may impose additional restrictions, limitations or conditions affecting AGREEMENT provisions or terms; however, any such changes become effective no sooner than 30 days after the legislature has acted.
7. This agreement shall not be assigned or sublet or otherwise encumbered, in whole or in part, without STATE'S prior written consent.
8. STATE shall supply PREMISES with utilities, the nominal cost of which is included in the use fee. Section VI (FEES), item #5 addresses extraordinary utility use and payment.
9. LICENSEE shall have use of the offices, storage areas, drill floor, latrines, showers, parking areas for placement of storage containers (if required), and kitchen counters solely for food preparation or distribution (no oven or stove top use). All food will be stored and surfaces cleaned on a daily basis when shelter operations are underway.
10. STATE is not responsible for losses or damage to personal property, equipment or materials of LICENSEE, its employees, agents or clients. LICENSEE shall report to STATE all losses immediately upon discovery.
11. LICENSEE shall not drive any nails, tacks, pins or other objects into the walls, ceilings, partitions, windows, woodwork, or any other part of PREMISES, nor in any manner move or change any fixture, nor make any alterations to PREMISES without STATE'S prior written consent.
12. Upon completion of use, LICENSEE shall remove all decorations, display, signs, and equipment on PREMISES.
13. Upon license expiration, LICENSEE will surrender PREMISES to STATE with appurtenances and fixtures in good order, condition, and repair, reasonable use and wear thereof, or Acts of God excepted.
14. LICENSEE shall not permit any alcoholic beverage to be offered for sale, stored, given away or otherwise disposed or consumed on any part of PREMISES, nor shall LICENSEE permit any use of tobacco products on any part of PREMISES or within twenty (20) feet of entrances, doorways or opening windows, except in a sufficiently distanced controlled area under LICENSEE supervision.
15. LICENSEE acknowledges PREMISES may not be fully ADA compliant and agrees to implement or improve, at its sole cost and expense, those necessary compliance measures required for the duration of its use. Furthermore, LICENSEE agrees to provide any and all required temporary emergency lighting required by State, County or City laws or ordinances.

II. AUTHORIZED ACTIVITIES

1. LICENSEE is authorized to use PREMISES to provide temporary shelter and/or health and medical services to homeless citizens of the community.
2. LICENSEE may provide on-site program management through either LICENSEE employees, agents or volunteers or through contracted services.
3. LICENSEE agrees to clean PREMISES removing all litter, trash, cans, bottles, etc. from PREMISES after each use period, but not less than once per day.
4. LICENSEE shall provide janitorial services, whether from a licensed contractor or qualified civil service employee(s), to clean and sanitize the armory, including restrooms, showers, and drill floor, according to standards set forth in **Exhibit "F"**, made a part hereof by this reference. If civil service employees will not fulfill janitorial services, LILCENSEE shall provide STATE a copy of the janitorial contract before commencement of licensed use.
5. The armory facility will be available twenty-four (24) hours each day unless otherwise approved by the STATE for extended periods during inclement weather conditions.
6. LICENSEE shall provide on PREMISES one hour before shelter opening until one hour after lights-out in the evening no less than one (1) appropriately licensed (guard card) and easily identifiable uniformed security officer. The security officer shall have access to a telephone, provided by LICENSEE, for contacting the appropriate law enforcement agency, should it become necessary. LICENSEE is responsible for protecting patrons, agents and invitees from acts of third parties, and agrees to notify STATE and appropriate law enforcement agencies as required.
7. Uniformed security personnel will check (search) each client for weapons and drug paraphernalia before any client may enter, or reenter the armory. On-site supervising soldiers are not security personnel and WILL NOT assist with weapon checks or other security-related actions; however, they will observe security inspections.
8. Security personnel will notify the military site supervisor or, if one is not available, the Area Coordinator or the STATE Program Manager before leaving PREMISES. A copy of the security contract will be due to the STATE before the license term begins.
9. Consistent with GC 15301.3(e), LICENSEE shall provide STATE a schedule of nightly shelter visits by law enforcement officers of the local jurisdiction within which the armory is located.
10. Any damage to PREMISES will be inspected by STATE representatives (CMD Area Coordinator) and LICENSEE to determine the character and extent of damage (with photographs). Repairs should be completed within twenty-four (24) hours if an emergency or seventy-two (72) hours if urgent.
11. The STATE Area Coordinator will contract for necessary repair or restoration services using appropriate state or federal guidance, while coordinating and collaborating closely with LICENSEE. LICENSEE may not undertake repairs or restoration using its own forces or contract services without the prior written

consent of STATE'S Area Coordinator.

12. Within thirty (30) days of being presented a demand (invoice) for payment, LICENSEE shall make STATE whole for the cost of repairing or restoring any improvement or utility damaged as a result of PREMISES shelter use. If significant plumbing issues occur due to repeated latrine clogging by clients, the LICENSEE will provide, at its sole cost or expense, portable latrines for the duration of the contract.

13. LICENSEE shall take all necessary steps to ensure shelter clients do not constitute a nuisance in the immediate vicinity of PREMISES during hours of shelter operation. If at any time the STATE is dissatisfied with the LICENSEE efforts, the LICENSEE and STATE shall meet to explore means and methods of compliance.

14. LICENSEE is solely responsible for supplying consumables including, but limited to cleaning or sanitizing supplies and equipment, liquid soap, paper towels, and toilet paper. LICENSEE affirms the County Health Department shall provide regular health screenings and consultation on sanitation issues as required or as otherwise requested.

15. The ONLY animals allowed inside PREMISES are *service animals* as defined in Section XIV below. Client pets or any other animal not meeting the definition of service animal must remain outside PREMISES at all times.

16. LICENSEE shall conform to the guidance and recommendations for tuberculosis prevention outlined in "*Preventing Tuberculosis (TB) in Homeless Shelters: A Guide for Preventing and Controlling TB and other Aerosol Transmissible Diseases in Los Angeles County Facilities*", included as **Exhibit "C"** herein and by this reference made a part hereof.

17. LICENSEE shall at all times conform to local or state (Governor's) orders for preventing COVID-19 infection by mandating mask wearing and organizing the site to conform to physical distancing requirements.

18. Before clients may park their vehicle in PREMISES parking area, LICENSEE shall ensure each has a valid vehicle registration and current insurance coverage.

19. Vehicles parked on PREMISES without appropriate approval shall be towed away by STATE's order and at LICENSEE's risk and expense.

III. NOTIFICATION

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed as provided above, on the date of receipt or rejection, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time. so long as such day is not a State or Federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

To LICENSEE:

City of Porterville
Attn: City Manager
291 North Main Street
Porterville, CA 93257
(559) 782-7466

To STATE:

California Military Department
9800 Goethe Road, Box 18
Sacramento, CA 95826
(916) 854-3788

PROGRAM MANAGER:
SSG Monica Estrada
(916) 541-8160

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. LICENSEE is obligated to notice State offices listed above and the failure to provide notice to do so shall constitute a lack of notice. Nothing contained herein shall preclude the giving of any such notice by personal service.

IV. INSURANCE REQUIREMENTS

LICENSEE is a public entity, which is self-insured and will be responsible for any damage caused to PREMISES. Additionally, LICENSEE shall indemnify STATE against any injuries caused by use of PREMISES. LICENSEE has furnished the necessary Certificate of Self-Insurance, **Exhibit "D"** attached hereto and incorporated herein by this reference, demonstrating the required insurance coverage will be in effect during the complete term of AGREEMENT, and shall include, but not be limited to:

- Combined single limit liability of $2,000,000, or
- Special event coverage with a limit of $2,000,000, and
- A statement naming the United States, State of California, its officers, agents, employees, and servants as additional insured, but only with respect to the activities of the named insured.

V. HOLD HARMLESS INDEMNIFICATION

The PREMISES are provided in "AS-IS" and "WITH ALL FAULTS" condition, and STATE and its employees, representatives and agents disclaim all warranties, expressed or implied, regarding the PREMISES, including, but not limited to, all implied warranties of merchantability or fitness for a particular purpose or compliance with Applicable Law. LICENSEES acknowledges and agrees that STATE and its employees, representatives and agents have made no representations or warranties for the PREMISES, including, without limitation, any representations or warranties regarding, (a) the condition or repair of the PREMISES, (b) whether such PREMISES are sufficient for the purposes of LICENSEE, or (c) whether the PREMISES comply with Applicable Laws (as defined below), including without limitation the Americans with Disabilities Act (ADA) or other accessibility laws, (d) whether there are any facts or conditions affecting the PREMISES that might, individually or in the aggregate, interfere with the use or occupancy of the

PREMISES or any portion thereof by LICENSEE.

The use of the PREMISES by LICENSEE shall be conclusive evidence that LICENSEE accepts the same "AS IS and WITH ALL FAULTS" and that the PREMISES are suited for the use intended by LICENSEE and are in good and satisfactory condition at the time such possession was taken. LICENSEE represents and warrants to STATE that (a) its sole intended use of the PREMISES is for temporary sheltering (the "Permitted Use") and (b) prior to using the PREMISES it has made such investigations as it deems appropriate with respect to the suitability of the PREMISES for its intended use and has determined that the PREMISES are suitable for such intended use.

LICENSEE shall comply with all applicable statutes, laws, ordinances and rules and regulations adopted by the Federal, State or any City, City and County, County or other body politic, including without limitation all building codes, the ADA or other accessibility laws ("Applicable Laws") and which pertains to use of the PREMISES or any provisions of the License, and will indemnify, defend and hold STATE free and harmless from and against any violations thereof and any and all liabilities, suits, causes of action, judgments, demands and claims for damages, including all reasonable costs of any litigation and attorney's fees and expenses, arising out or by reason of any such violation.

LICENSEE shall indemnify, defend and hold STATE its employees, representatives and agents free and harmless from and against any and all suits, causes of action, demands, proceedings, claims, damages, judgments, obligations liabilities, liens, fines, costs, and expenses (including, but not limited to, attorneys' fees and costs) (collectively "Losses") which arise from or are related to (a) use or occupancy of the PREMISES by LICENSEE or its Representatives, including, but not limited to, damage to property of any kind whatsoever and to whomsoever belonging, including LICENSEE, from any cause or causes whatsoever during the term of this License or any occupancy hereunder, holdover periods or any other occupancy of the PREMISES during the term of this License, except (i) those Losses that are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by sole gross negligence of the STATE or its employees, or (ii) to the extent any such Losses are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by the willful misconduct of the STATE or its employees; provided, however, any condition of the PREMISES that is found to be in violation of any Applicable Law by a court or administrative tribunal of competent jurisdiction shall not be deemed gross negligence or willful misconduct on the part of the STATE or its employees; (b) breach of LICENSEE'S obligations under the AGREEMENT, (c) negligence or other wrongful act by LICENSEE or its Representatives, (d) violation of Applicable Law by LICENSEE or its Representatives, (e) any allegation that the PREMISES do not comply with Applicable Law. "Representatives" means LICENSEE'S agents, employees, representatives, contractors, or any other person or persons acting within the direct control or authority of such party or its agents, employees, representatives or contractors.

VI. FEES

1. The use fee is waived based on Services in Kind as per California Army National Guard Regulation 210-2 paragraph 9.
2. Extraordinary utility costs are waived during the term of this license.
3. Emergency 24 hour use of the facility is authorized through the request from the local Office of Emergency Services.

VII. TERM

License shall take effect no earlier than April 11, 2023 or upon execution by STATE, whichever is later, and shall expire no later than 0800 (8:00 A.M.) August 31, 2023.

VIII. AMENDMENT AND TERMINATION

AGEEMENT amendment or modification must be in writing and duly executed by the parties.

Either party may terminate AGEEMENT with 30 days written notification to the other at the addresses previously given. Upon termination, the activities of the parties shall be governed by the applicable provisions of the Military and Veterans Code. STATE is not obligated to reimburse LICENSEE any fees should it terminate this AGREEMENT before reaching its full term.

IX. ENTIRE AGREEMENT

AGREEMENT, along with any exhibits attached hereto, constitutes the entire covenant and understanding between STATE and LICENSEE for PREMISES. AGREEMENT supersedes all prior and contemporaneous routine activity agreements, representations or understandings, if any, whether oral or written.

X. DURATION & RENEWAL

AGREEMENT shall remain in effect through the termination date and will not be extended, but may be renewed annually subsequent to renegotiation required to protect the parties.

XI. RIGHT TO ENTER

During continuance in force of AGREEMENT, there shall be, and is hereby expressly reserved to STATE and to any of its contractors, agents, employees, representatives, or licensees, the right at any and all reasonable times, and any and all places to temporarily enter upon said PREMISES for inspection or other lawful STATE purposes.

XII. ENVIRONMENTAL LAWS AND REGULATIONS

LICENSEE must comply with all applicable local, State or Federal environmental provisions, requirements, ordinances, regulations or laws. AGREEMENT does not constitute any form of authorization, permit, or opinion with respect to the satisfaction thereof. LICENSEE agrees that it shall comply with all laws, federal, state, or local, existing during the term of this license pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

1. In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LICENSEE'S illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LICENSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.
2. Where the LICENSEE is found to be in breach of this Paragraph due to the issuance of a government order directing the LICENSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LICENSEE or any person acting under

LICENSEE'S direct control and authority, LICENSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

XIII. DEFAULT

LICENSEE shall make all required payments to the STATE without deduction, default or delay. In the event of the failure of LICENSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LICENSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LICENSEE of such default, this License may, at the STATE'S sole discretion, be terminated.

In the event of termination of this License, it shall be lawful for STATE to reenter into and upon the PREMISES and every part thereof and to remove and store at LICENSEE's expense all property therefrom and to repossess and occupy the PREMISES. In the event STATE terminates this License pursuant to this Paragraph, the STATE shall not be required to pay LICENSEE any sum or sums whatsoever.

XIV. SERVICE ANIMALS

Service Animal Defined by Title II and Title III of the ADA: (from the ADA National Network)

Under Title II and III of the ADA, service animals are **limited to dogs** individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

Emotional support animals, comfort animals, and therapy dogs are not service animals under Title II and Title III of the ADA. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals either. The work or tasks performed by a service animal must be directly related to the individual's disability. A doctor's letter does not turn an animal into a service animal.

Examples of animals fitting the ADA's definition of "service animal" because they have been **specifically trained to perform a task for the person with a disability**:

Guide Dog or Seeing Eye® Dog1 is a carefully trained dog that serves as a travel tool for persons who have severe visual impairments or are blind.

Hearing or Signal Dog is a dog that has been trained to alert a person who has a significant hearing loss or is deaf when a sound occurs, such as a knock on the door.

Psychiatric Service Dog is a dog that has been trained to perform tasks that assist individuals with disabilities to detect the onset of psychiatric episodes and lessen their effects.

SigDOG (sensory signal dogs or social signal dog) is a dog trained to assist a person with autism. The dog alerts the handler to distracting repetitive movements common among those with autism, allowing the person to stop the movement (e.g., hand flapping).

Seizure Response Dog is a dog trained to assist a person with a seizure disorder. The dog may stand guard over the person during a seizure or the dog may go for help. A few dogs have learned to predict a seizure and warn the person in advance to sit down or move to a safe place.

While Emotional Support Animals or Comfort Animals are often used as part of a medical treatment plan as therapy animals, **they are not considered service animals under the ADA**. These support animals provide companionship, relieve loneliness, and sometimes help with depression, anxiety, and certain phobias, but do not have special training to perform tasks that assist people with disabilities and are not covered by federal laws protecting the use of service animals.

A public facility is not allowed to ask for documentation or proof a dog has been certified, trained, or licensed as a service animal. Staff on site may ask the following questions:

1. Is the dog a service animal required because of a disability?
2. What work or task has the dog been trained to perform?

No further questions should be asked regarding the disability or the animal, nor is it permissible to ask that the dog perform the task that grants it to be a service animal.

CONCURRENCE

	Marsha A. Flores
INSTALLATION COMMANDER	CITY OF PORTERVILLE
DATE:	DATE: 04/21/2023
FOR THE ADJUTANT GENERAL	
DATE:	

MEMORANDUM OF UNDERSTANDING FOR SHELTER SUPPORT BETWEEN COUNTY OF TULARE AND CITY OF PORTERVILLE

This Agreement, is effective as of April 11, 2023, (the "Agreement"), and is between The City of Porterville ("CITY"), a California municipal corporation, and the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY"), who agree as follows:

WHEREAS, CITY has entered into an arrangement with the California National Guard for use of the Armory space, with address of 29 N Plano St., Porterville, CA 93257 (the "Premises") for emergency shelter purposes; and

WHEREAS, COUNTY, along with its Health and Human Services Agency, desires to provide disaster relief support, including logistical support, shelter staffing, and meal support, solely for the purpose of the Premises being used as an emergency shelter in response to the March 2023 atmospheric river storms; and

WHEREAS, in order to provide said support, COUNTY is fully dependent upon the California Department of Social Services ("CDSS") fulfilling COUNTY'S request for logistical and funding support, of which COUNTY, upon receipt, will convey to CITY; and

WHEREAS, in the event that CDSS is unable to provide support, and/or CDSS or the American Red Cross is unable to provide operational support, COUNTY is unable to continue services alone and shall immediately terminate this Agreement; and

WHEREAS, COUNTY seeks to clarify the scope of services to be provided and set reasonable limits on the term of those services; and

WHEREAS, COUNTY agrees to provide, and CITY agrees to receive said services; and

WHEREAS, CITY opened the shelter on the Premises on April 11, 2023, and COUNTY began providing services as of April 11, 2023, and now seek to memorialize this exchange in writing;

NOW, THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties agree as follows:

1. **SERVICES.** COUNTY agrees to provide at its own expense, and CITY agrees to receive services at the Premises pursuant to this Agreement. COUNTY shall provide 24 hour, or agreed operational period staffing at the Premises, in which COUNTY will provide logistical support, shelter staffing, and meal support in conjunction with the California Department of Social Services and/or the American Red Cross. COUNTY will additionally provide social assistance via case management services Monday through Friday, 8 AM to 5 PM. COUNTY shall also provide 24 hour security at the site (Collectively, the "Services"). The parties may agree in writing to a shorter operational period.

CITY shall provide animal care and shelter for residents of the Premises, including kennels and food. CITY shall be providing laundry, bathroom, and shower services for the residents of the Premises. Except for as otherwise specified in Section 8.c., CITY shall provide janitorial services for the Premises, which shall be regularly available daily, and shall be available upon an immediate needs basis. CITY shall keep on-call maintenance technician that is able to respond to immediate maintenance needs.

Services will be performed to the satisfaction of COUNTY for purposes of reimbursement of COUNTY by the State or Federal government.

2. **TERM.** The Services contemplated in Section 1 shall be from April 11, 2023, to May 5, 2023.

The County's provision of staffing and support services shall end at 12:00 noon, and the County's provision of security services shall end at 5:00 p.m., on Friday, May 5, 2023.

Additionally, the Parties agree that this Agreement will terminate pursuant to Section 19 of this Agreement upon the exit of the California Department of Social Services' support of staffing of the Services.

3. **CONSIDERATION.** CITY and COUNTY agree that the services provided to the public are adequate and good consideration for this Agreement, and no monetary compensation is required for this Agreement.

4. **USE.** Upon commencement of the term, COUNTY staff shall be entitled entry onto the Premises to provide the Services.

5. **AGREEMENT TO USE FACILITIES.** The use of the Premises is defined as follows:

a. Use of the Premises 24 hours a day for sheltering evacuees and animals; and

b. Any other use to which the parties mutually agree.

6. **ACCEPTANCE.** On the date that the COUNTY begins providing services atthe Premises, the Premises shall be in good condition. COUNTY commencing services on the Premises on the effective date shall constitute COUNTY's acknowledgment that, to the best of their knowledge, the Premises is in good condition.

7. **USE.** COUNTY shall use the Premises and shall not use it in any manner that will constitute waste or nuisance.

8. **MAINTENANCE**.

a. CITY will provide, at CITY's expense, all ongoing maintenance, preventative maintenance, repair, and upkeep of the Premises, including, but not limited to, the parking areas, sidewalks, grounds, building and improvements, and equipment and fixtures attached thereto.

b. CITY will be responsible for complying with all codes or laws requiring alterations, maintenance or restoration of the Premises and parking areas during the term of the AGREEMENT, at no cost to COUNTY, including all ADA Standards for Accessible Design requirements and codes requiring fire extinguishers or other fire suppression equipment and related signage.

c. CITY will be responsible for cleaning the restrooms. COUNTY will be responsible for any cleaning or sanitization of rooms used, waiting rooms, and door handles.

d. In case of emergency the parties will take immediate steps to protect persons and property, consistent with their respective roles and responsibilities under this AGREEMENT. The CITY maintains responsibility to provide COUNTY with a facility that is fit for the purpose and intent of the AGREEMENT. If necessary repairs are brought to the CITY's attention by COUNTY, CITY will make repairs within the next ten (10) days. If the CITY does not take the necessary steps, COUNTY will have the right to repair and to be reimbursed by CITY.

9. **ALTERATIONS.** COUNTY shall not make any structural or exterior alterations to the Premises without CITY's or the California National Guard's consent; however, COUNTY shall have the right without cost to the CITY to make, with CITY's prior written consent, nonstructural alterations to the interior of the Premises that COUNTY requires in order to conduct its operations on the Premises, so long as those alterations are not prohibited by the terms and conditions of the CITY'S License Agreement with the California Military Department.

Upon termination of the AGREEMENT, if COUNTY is not then in default of any of the provisions of this AGREEMENT, COUNTY shall have the right to remove from the Premises immediately before the termination of the AGREEMENT, or within ten (10) days thereafter, any alterations COUNTY has made to the Premises, as long as the removal will not cause any structural

damage to the Premises, and COUNTY at its cost promptly restores any damage caused by the removal.

10. **UTILITIES.** CITY, in conjunction with the California National Guard, shall make all arrangements for, and pay for, all utilities and services furnished or to be used by COUNTY, including, without limitation, gas, electricity, water, sewer, trash, and for all connection charges, therefore. CITY and the California National Guard shall provide all fire extinguishers and related signs.

11. **INDEMNITY.** To the fullest extent permitted by law, CITY will hold harmless, defend and indemnify COUNTY and its officers, agents, volunteers, contractors, and employees from and against any liability, claims, actions, costs, damages, losses and expenses for injury, including without limitation, death of any person or damage to any property, including damage to animals; enforcement actions under California Prevailing Wage laws with respect to work done by CITY, or under other applicable statute or ordinance; or resulting from CITY's or CITY's agents', employees', contractors', or invitees' negligent or intentionally wrongful acts or omissions with respect to the Premises. CITY's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred during the term of this AGREEMENT, or any renewal or holdover period. This indemnification provision will survive the termination of this AGREEMENT.

To the fullest extent permitted by law, COUNTY will hold harmless, defend and indemnify CITY and its officers, agents, volunteers, contractors, and employees from and against any liability, claims, actions, costs, damages, losses and expenses for injury, including without limitation, death of any person or damage to any property, including damage to animals; enforcement actions under California Prevailing Wage laws with respect to work done by COUNTY, or under other applicable statute or ordinance; or resulting from COUNTY's or COUNTY's agents', employees', contractors', or invitees' negligent or intentionally wrongful acts or omissions with

respect to the Premises. COUNTY's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred during the term of this AGREEMENT, or any renewal or holdover period. This indemnification provision will survive the termination of this AGREEMENT.

12. **INSURANCE.** CITY acknowledges and agrees that COUNTY is a self-insured entity and waives any requirement that COUNTY procure and/or maintain insurance of any kind, including liability and/or fire/extended coverage insurance. COUNTY acknowledges and agrees that CITY is a self-insured entity and waives any requirement that CITY procure and/or maintain insurance of any kind, including liability and/or fire/extended coverage insurance.

13. **DESTRUCTION.** In the event the Premises, or the building in which the Premises is located, is totally or partially destroyed by fire, earthquake, flood, or other casualty so as to render such property unfit for occupancy, in whole or in part, and that if it should reasonably appear that CITY cannot or will not restore or repair the Premises within ten (10) days from the date of such damage, either party shall be entitled to terminate the Agreement by giving the other party notice in writing of intention to so terminate ten (5) days before the proposed date of termination.

14. **CONDEMNATION.** If, during the AGREEMENT Term, there is any taking by condemnation of all or part of the building, other improvements, or land of which the Premises are a part, or any interest in the AGREEMENT, the rights and obligations of the parties shall be determined as follows:

a. If the Premises are totally taken by condemnation, the AGREEMENT shall terminate on the date of the taking;

b. If any portion of the Premises is taken by condemnation the AGREEMENT shall remain in effect, except that COUNTY may elect to terminate the AGREEMENT by giving notice of same within five (5) days of the date of the taking.

15. **ASSIGNMENT.** COUNTY shall not assign or encumber its interest in the AGREEMENT, all or any part of the Premises, without the consent of CITY, which consent may be withheld at CITY's absolute discretion.

16. **SIGNS.** COUNTY may not install, or permit any other person to install, any sign, awning, canopy, marquee or other advertising on any exterior wall, door, or window on the Premises.

17. **PARTIES'S ENTRY ON PREMISES**. The parties and their authorized representatives shall have the right to enter the Premises at all reasonable times.

18. **REMOVAL OF PERSONAL PROPERTY.** On expiration or other termination of the AGREEMENT, COUNTY shall remove all its personal property and shall perform all restoration made necessary by the removal of any alterations, fixtures, or signs.

19. **TERMINATION.** Either party may terminate this Agreement for cause upon fifteen (15) days' prior written notice to the other party. For purposes of this section, "cause" shall be defined as the failure of either party to remedy any material breach of the AGREEMENT within three (3) days' written notice of the breach. No material breach will be found for issues that this contract already provides a remedy for, so long as those remedies are timely undertaken.

COUNTY, may immediately terminate this Agreement upon written notice should the expenses associated with the Services be deemed to be non-reimbursable by the Federal Government or California State Government, as COUNTY will not be able to fund the scope of the Services considered in this Agreement without Federal or State reimbursement. Written notice of such determination of non-reimbursability shall be communicated by COUNTY to CITY as soon as possible.

COUNTY may immediately terminate this Agreement upon written notice should operational support from CDSS or the American Red Cross ceases, as COUNTY will not be able to provide such support on its own. This written notice shall be communicated by COUNTY to CITY as soon as possible.

COUNTY, as required by the Federal Emergency Management Agency ("FEMA") contract provisions, may terminate this Agreement without cause and shall provide CITY with seven (7) days written notice of the termination of this Agreement without cause.

20. **SUCCESSORS.** This Agreement shall be binding on, and inure to, the benefit of the parties, their successors and assigns, except as otherwise limited by this Agreement.

21. **NOTICE.** Any notice, demand, request, consent, approval or other communication required or permitted under this Agreement shall be in writing and must be either delivered in person or sent by certified mail, postage prepaid, to the follow addresses:

COUNTY: Board of Supervisors
County of Tulare Administration Building
2800 W. Burrel
Visalia, CA 93291
w/Copy to: Tulare County Office of Emergency Services
Attn: Andrew Lockman
5957 S. Mooney Blvd.
Visalia, CA 93277

CITY: John Lollis
291 N Main St,
Porterville, CA 93257

Notice shall be deemed communicated four (4) days from the time of mailing as provided in this section.

22. **ACCESS TO RECORDS.** The following access to records requirements apply to this AGREEMENT: a. The parties agree to provide each other, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to

any books, documents, papers, and records of the CITY and COUNTY which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The CITY agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The CITY agrees to provide the FEMA Administrator, or their authorized representatives, access to the Premises or other sites pertaining the scope of this AGREEMENT.

d. In compliance with the Disaster Recovery Act of 2018, the COUNTY and the CITY acknowledge and agree that no language in this AGREEMENT is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

23. **DEBARMENT AND SUSPENSION.** CITY certifies, by entering into this AGREEMENT, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this AGREEMENT by any federal agency or by any department, agency or political subdivision of the State of California. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of CITY. The CITY also further certifies that it has verified the suspension and debarment status for all sub-contractors receiving funds under this AGREEMENT and is solely responsible for any paybacks and or penalties that might arise from non-compliance.

24. **CHANGES.** CITY and COUNTY, together the "Parties" agree that any changes made to this AGREEMENT must be formal written Agreement in the form of a Change Order to this AGREEMENT. Any Change Order must be submitted by the requesting party by at least seven

(7) days written notice to the other Party. Both the CITY and COUNTY must agree, in writing, to any changes to this AGREEMENT.

25. **DEPARTMENT OF HOMELAND SECURITY SEALS/LOGOS.** The CITY shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproduction of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

26. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.** CITY acknowledges that FEMA financial assistance will be used to fund all or a portion of the AGREEMENT. CITY shall comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

27. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The Federal Government is not a party to this AGREEMENT and is not subject to any obligation or liabilities to the COUNTY, CITY, or any other party pertaining to any matter resulting from this AGREEMENT.

28. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** CITY acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statement) applies to the CITY's actions pertaining to this AGREEMENT.

29. **DISASTER SERVICE WORKERS.** Emergency management personnel provided under this AGREEMENT are public employees, who during disaster situations, are declared under California Government Code section 3100, to be Disaster Service Workers. Work-related injuries will be handled by providing agency/jurisdiction under Worker's Compensation. Emergency management personnel must immediately report any injury suffered while deployed, to their assigned supervisor and home agency. Further, emergency management personnel provided by the CITY under this Agreement are Disaster Service Workers and employees of the CITY, and as such are provided the immunities, protections, and benefits of Disaster Service Workers, as provided in the California Emergency Services Act and other applicable law. Each

party shall defend, indemnify, and hold the other party, its officials, officers, employees, agents, and volunteers, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damage arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officials, officers, employees, agents, or volunteers.

30. **WAIVER.** The failure of either party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment will not be considered to be a waiver of any preceding breach of the Agreement by the other party.

31. **INTEGRATION.** This instrument contains all the Agreements of the parties relating to the Premises and cannot be modified or amended except by a subsequent Agreement in writing.

32. **NO THIRD-PARTY BENEFICIARIES.** Unless specifically set forth, the parties to this Agreement do not intend to provide any third-party benefit or enforceable legal or equitable right or remedy.

33. **GOVERNING LAW**. This Agreement will be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles.

34. **HEADINGS**. Paragraph headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

35. **INTERPRETATION**. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

36. **CONFLICT WITH LAWS OR REGULATIONS; SEVERABILITY.** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement will continue in full force and effect.

37. **AUTHORITY.** Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind, and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right to enter into this Agreement and perform all of its obligations hereunder.

38. **COUNTERPARTS.** This Parties to this AGREEMENT may sign this AGREEMENT in counterparts, each of which is an original and all of which taken together form one single document. The counterparts of this AGREEMENT may be executed and delivered by facsimile or other electronic signature (including portable document format) by the Parties and the receiving Party may rely on the receipt of such document so executed and delivered

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electronically or by facsimile as if the original had been received.

THE PARTIES, having read and considered the above provisions, indicate their Agreement by their authorized signatures below.

CITY OF PORTERVILLE

Date:_____

By: _____

John Lollis

City Manager

Approved as to form:

City Attorney

By: _____

COUNTY

COUNTY OF TULARE

By: _____

Jason T. Britt

Tulare County Emergency Services Director

Approved as to form:

County Counsel

By: _____

Matter No. 2023359

Office of Emergency Services

5957 South Mooney Boulevard, Visalia, California 93277
(559) 624-7495 Telephone (559) 737-4692 Facsimile

April 14, 2023

Ms. Nancy Ward
Director, Governor's Office of Emergency Services
3650 Schriever Avenue
Mather, CA 95655

Dear Director Ward,

Tulare County appreciates the Office of Emergency Services' tireless work to support the response to and recovery from DR-4699 in our County and the surrounding region. Specifically, your negotiation of an ongoing incident period and the expeditious approval of individual assistance programs have been particularly valuable to the affected communities as we continue to recover from storm damages, repair distressed and weakened waterways, and prepare for the impending historic snowmelt runoff.

As current snow moisture content in local watersheds is estimated at over 300% of the historical average, total inflows to local reservoirs through April and July are expected to exceed three times the reservoir capacity. Local reservoir and waterway operators continue to aggressively release water at or near full capacity to make space for the anticipated inflows and prevent a return to spillway flows, while balancing needs of downstream operators to conduct emergency repairs. As a result, a number of homes, agricultural properties, and public spaces remain inundated with floodwater, and more homes may be affected because of the new snowmelt conditions. Specifically, we anticipate similar or worse conditions as a result of the snowmelt.

Tulare County is concerned that current sheltering for individuals affected by inundation and/or evacuation orders, including previously displaced individuals who remain under an evacuation order, may be limited in duration, especially during the current intervening period between storm and snowmelt-induced flooding incidents within the disaster.

Tulare County has entered into an agreement with the City of Porterville to maintain the last remaining emergency evacuation shelter site in the County. The California Department of Social Services and Volunteer Emergency Services Team have pledged support to provide staff and services for only two weeks at this shelter. Forty Tulare County residents who have been displaced due to flood activities are staying at this site. Because the support from CDSS and VEST is limited, the County is concerned that it may not be able to continually fund and staff the ongoing shelter projects. Our concern is the ongoing financial and logistical burden to the County and the incorporated cities therein.

As we are sure that you are aware, emergency protective measures, flood control activities, and damage assessments are being conducted because of the flood conditions in Tulare County. These efforts go hand-in-hand with ensuring that County residents are safe,

Office of Emergency Services
5957 South Mooney Boulevard, Visalia, California 93277
(559) 624-7495 Telephone (559) 737-4692 Facsimile

fed, and warm. The State's cooperation in keeping funding and support from the Department of Social Services and VEST beyond the initial two weeks available for emergency sheltering of Tulare County Residents is vital. Your support in ensuring ongoing funding and logistical support for these critical emergency protective measures is greatly appreciated.

Sincerely,

Andrew Lockman
Office of Emergency Services Manager

LICENSE NUMBER	1221

LICENSE TO USE STATE MILITARY PROPERTY

BETWEEN

CALIFORNIA MILITARY DEPARTMENT

AND

The City of Porterville

FOR

USE OF READINESS CENTER IMPROVEMENTS AND GROUNDS

This AGREEMENT, dated for reference the 10th day of April 2023, by and between the California Military Department (CMD), hereinafter called STATE, and the City of Porterville, 291 North Main Street, Porterville, CA 93257, hereinafter called LICENSEE, without distinction as to number or gender, and effective upon execution by STATE. STATE and LICENSEE are sometimes referred to individually as a "party" or collectively as the "parties".

RECITALS

WHEREAS, the STATE has under its jurisdiction, certain real property known as the Porterville armory, located at 29 N. Plano St. Porterville, CA 93257, hereinafter called PREMISES, identified in **Exhibit "B"**, consisting of one (1) page and attached hereto and incorporated herein by this reference.; and,

WHEREAS, it is essential that STATE have a secure facility and surrounding grounds; and,

WHEREAS, PREMISES may be made available to meet the needs of the local civil authority when not required to meet immediate operational requirements;

NOW THEREFORE, STATE and LICENSEE agree as follows:

WITNESSETH

I. GENERAL PROVISIONS

1. AGREEMENT is for non-exclusive weekday or weekend use throughout the license term.
2. Upon declaration of emergency by the STATE or federal government, STATE reserves the right to reoccupy PREMISES, including all parking areas, with twenty-four (24) hours written or electronic (voice or email) notice to LICENSEE at the notification address/number below in Section III; "Notification".

3. LICENSEE shall comply with all applicable statutes, laws, ordinances and rules or regulations adopted by the Federal, State or any City, City and County, County or other body politic pertaining to use of said premises or any provisions of the License.

4. LICENSEE shall comply with such reasonable rules and regulations as may be prescribed by STATE for the reasonable use and occupation of State Facilities.

5. LICENSEE understands and agrees the California Legislature may impose additional restrictions, limitations or conditions affecting AGREEMENT provisions or terms; however, any such changes become effective no sooner than 30 days after the legislature has acted.

6. This agreement shall not be assigned or sublet or otherwise encumbered, in whole or in part, without STATE'S prior written consent.

7. STATE infrastructure shall supply PREMISES with utilities, but LICENSEE will transfer utility accounts into its name for payment: electric, sewer, water, refuse collection.

8. LICENSEE shall have use of the offices, storage areas, drill floor, latrines, showers, parking areas for placement of storage containers (if required), and kitchen counters solely for food preparation or distribution (no oven or stove top use). All food will be stored and surfaces cleaned on a daily basis when shelter operations are underway.

9. STATE is not responsible for losses or damage to personal property, equipment or materials of LICENSEE, its employees, agents or clients. LICENSEE shall report to STATE all losses immediately upon discovery.

10. LICENSEE shall not drive any nails, tacks, pins or other objects into the walls, ceilings, partitions, windows, woodwork, or any other part of PREMISES, nor in any manner move or change any fixture, nor make any alterations to PREMISES without STATE'S prior written consent.

11. Upon completion of use, LICENSEE shall remove all decorations, display, signs, and equipment on PREMISES.

12. Upon license expiration, LICENSEE will surrender PREMISES to STATE with appurtenances and fixtures in good order, condition, and repair, reasonable use and wear thereof, or Acts of God excepted.

13. LICENSEE shall not permit any alcoholic beverage to be offered for sale, stored, given away or otherwise disposed or consumed on any part of PREMISES, nor shall LICENSEE permit any use of tobacco products on any part of PREMISES or within twenty (20) feet of entrances, doorways or opening windows, except in a sufficiently distanced controlled area under LICENSEE supervision.

14. LICENSEE acknowledges PREMISES may not be fully ADA compliant and agrees to implement or improve, at its sole cost and expense, those necessary compliance measures required for the duration of its use. Furthermore, LICENSEE agrees to provide any and all required temporary emergency lighting required by State, County or City laws or ordinances.

II. AUTHORIZED ACTIVITIES

1. In order to provide a variety of health, medical or other services to homeless citizens, LICENSEE may provide on-site program management through either LICENSEE employees, agents, volunteers or contracted services.
2. The armory facility will be available twenty-four (24) hours each day unless otherwise amended in writing by the STATE.
3. LICENSEE is solely responsible for protecting employees, patrons, agents, clients, or invitees from acts of third parties, and agrees to notify STATE and appropriate law enforcement agencies as required.
4. LICENSEE agrees to maintain PREMISES in a clean and habitable condition, which includes exterior landscape maintenance and removal of all litter, trash, cans, bottles, etc. from the site not less than once per day.
5. Any damage to PREMISES will be inspected by STATE representatives (CMD Area Coordinator) and LICENSEE to determine the character and extent of damage (with photographs). Repairs should be completed within twenty-four (24) hours if an emergency or seventy-two (72) hours if urgent.
6. The STATE Area Coordinator will contract for necessary repair or restoration services using appropriate state or federal guidance, while coordinating and collaborating closely with LICENSEE. LICENSEE may not undertake repairs or restoration using its own forces or contract services without the prior written consent of STATE'S Area Coordinator.
7. Within thirty (30) days of being presented a demand (invoice) for payment, LICENSEE shall make STATE whole for the cost of repairing or restoring any improvement or utility damaged as a result of PREMISES use.
8. If significant plumbing issues occur due to continued actions of clients, LICENSEE will provide portable latrines, at its sole cost and expense, for the duration of the contract.
9. LICENSEE shall take all necessary steps to ensure clients do not constitute a nuisance in the immediate vicinity of the facility during hours of operation. If at any time the STATE is dissatisfied with the LICENSEE efforts, the LICENSEE and STATE shall meet to explore means and methods of compliance.
10. LICENSEE shall supply consumable sanitary items and paper products, which include, but not limited to: cleaning/sanitizing supplies and equipment, liquid soap, paper towels, and toilet paper. If requested (necessary), the County Health Department shall provide periodic health screenings and consultation on issues pertaining to sanitation
11. Pets of clients occupying PREMISES or participating in provided services are prohibited inside the PREMISES, with the exception of those meeting the definition of "*service animal*" in Section XV below.
12. LICENSEE shall ensure clients provide valid vehicle registration and insurance BEFORE parking their vehicle in PREMISES parking area.
13. Vehicles parked on PREMISES <u>without appropriate approval</u> shall be towed away by STATE's order and at LICENSEE's risk and expense.

III. NOTIFICATION

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed as provided above, on the date of receipt or rejection, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time. so long as such day is not a State or Federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

To LICENSEE:
City of Porterville
Attn: City Manager
291 North Main Street
Porterville, CA 93257
(559) 782-7466

To STATE:
California Military Department
9800 Goethe Road, Box 18
Sacramento, CA 95826
(916) 854-3788

PROGRAM MANAGER:
SSG Monica Estrada
(916) 541-8160

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. LICENSEE is obligated to notice State offices listed above and the failure to provide notice to do so shall constitute a lack of notice. Nothing contained herein shall preclude the giving of any such notice by personal service.

IV. INSURANCE REQUIREMENTS

LICENSEE is a public entity, which is self-insured and will be responsible for any damage caused to PREMISES. Additionally, LICENSEE shall indemnify STATE against any injuries caused by use of PREMISES. LICENSEE has furnished the necessary Certificate of Self-Insurance, **Exhibit "D"** attached hereto and incorporated herein by this reference, demonstrating the required insurance coverage will be in effect during the complete term of AGREEMENT, and shall include, but not be limited to:

- Combined single limit liability of $2,000,000, or
- Special event coverage with a limit of $2,000,000, and
- A statement naming the United States, State of California, its officers, agents, employees, and servants as additional insured, but only with respect to the activities of the named insured.

V. HOLD HARMLESS INDEMNIFICATION

The PREMISES are provided in "AS-IS" and "WITH ALL FAULTS" condition, and STATE and its employees, representatives and agents disclaim all warranties, expressed or implied, regarding the PREMISES, including, but not limited to, all implied warranties of merchantability or fitness for a particular purpose or compliance with Applicable Law. LICENSEES acknowledges and agrees that STATE and its employees, representatives and agents have made no representations or warranties for the PREMISES, including, without limitation, any representations or warranties regarding, (a) the condition or repair of the PREMISES, (b) whether such PREMISES are sufficient for the purposes of LICENSEE, or (c) whether the PREMISES comply with Applicable Laws (as defined below), including without limitation the Americans with Disabilities Act (ADA) or other accessibility laws, (d) whether there are any facts or conditions affecting the PREMISES that might, individually or in the aggregate, interfere with the use or occupancy of the PREMISES or any portion thereof by LICENSEE.

The use of the PREMISES by LICENSEE shall be conclusive evidence that LICENSEE accepts the same "AS IS and WITH ALL FAULTS" and that the PREMISES are suited for the use intended by LICENSEE and are in good and satisfactory condition at the time such possession was taken. LICENSEE represents and warrants to STATE that (a) its sole intended use of the PREMISES is for temporary sheltering (the "Permitted Use") and (b) prior to using the PREMISES it has made such investigations as it deems appropriate with respect to the suitability of the PREMISES for its intended use and has determined that the PREMISES are suitable for such intended use.

LICENSEE shall comply with all applicable statutes, laws, ordinances and rules and regulations adopted by the Federal, State or any City, City and County, County or other body politic, including without limitation all building codes, the ADA or other accessibility laws ("Applicable Laws") and which pertains to use of the PREMISES or any provisions of the License, and will indemnify, defend and hold STATE free and harmless from and against any violations thereof and any and all liabilities, suits, causes of action, judgments, demands and claims for damages, including all reasonable costs of any litigation and attorney's fees and expenses, arising out or by reason of any such violation.

LICENSEE shall indemnify, defend and hold STATE its employees, representatives and agents free and harmless from and against any and all suits, causes of action, demands, proceedings, claims, damages, judgments, obligations liabilities, liens, fines, costs, and expenses (including, but not limited to, attorneys' fees and costs) (collectively "Losses") which arise from or are related to (a) use or occupancy of the PREMISES by LICENSEE or its Representatives, including, but not limited to, damage to property of any kind whatsoever and to whomsoever belonging, including LICENSEE, from any cause or causes whatsoever during the term of this License or any occupancy hereunder, holdover periods or any other occupancy of the PREMISES during the term of this License, except (i) those Losses that are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by sole gross negligence of the STATE or its employees, or (ii) to the extent any such Losses are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by the willful misconduct of the STATE or its employees; provided, however, any condition of the PREMISES that is found to be in violation of any Applicable Law by a court or administrative tribunal of competent jurisdiction shall not be deemed gross negligence or willful misconduct on the

part of the STATE or its employees; (b) breach of LICENSEE'S obligations under the AGREEMENT, (c) negligence or other wrongful act by LICENSEE or its Representatives, (d) violation of Applicable Law by LICENSEE or its Representatives, (e) any allegation that the PREMISES do not comply with Applicable Law. "Representatives" means LICENSEE'S agents, employees, representatives, contractors, or any other person or persons acting within the direct control or authority of such party or its agents, employees, representatives or contractors.

VI. FEES

1. The use fee is waived based on Services in Kind as per California Army National Guard Regulation 210-2 paragraph 9.
2. Utility accounts will be transferred to LICENSEE, which will directly pay utility costs on an as-incurred basis.

VII. TERM

License shall take effect no earlier than May 5, 2023 or upon execution by STATE, whichever is later, and shall expire no later than 0800 (8:00 A.M.) May 4, 2024.

VIII. AMENDMENT AND TERMINATION

AGEEMENT cannot be amended or modified in any way except by a written AGREEMENT duly executed by STATE and LICENSEE. Any proposal for amendment or modification must be delivered for review and approval by the Chief, Realty Operations or her/his delegatee.

AGEEMENT may be terminated by either party upon 30 days' written notification to the other party at the addresses previously given in Section III; "Notification". Upon termination, the activities of the parties shall be governed by the applicable provisions of the Military and Veterans Code. STATE is not obligated to reimburse LICENSEE any fees should it terminate this AGREEMENT before reaching its full term.

IX. ENTIRE AGREEMENT

AGREEMENT, along with any exhibits attached hereto, constitutes the entire covenant and understanding between STATE and LICENSEE for PREMISES. AGREEMENT supersedes all prior and contemporaneous routine activity agreements, representations or understandings, if any, whether oral or written.

X. DURATION & RENEWAL

AGREEMENT shall remain in effect through the termination date and will not be extended, but may be renewed annually subsequent to renegotiation required to protect the parties.

XI. RIGHT TO ENTER

During continuance in force of AGREEMENT, there shall be, and is hereby expressly reserved to STATE and to any of its contractors, agents, employees, representatives, or licensees, the right at any and all reasonable times, and any and all places to temporarily enter upon said PREMISES for inspection or other lawful STATE purposes.

XII. ENVIRONMENTAL LAWS AND REGULATIONS

LICENSEE must comply with all applicable local, State or Federal environmental

provisions, requirements, ordinances, regulations or laws. AGREEMENT does not constitute any form of authorization, permit, or opinion with respect to the satisfaction thereof. LICENSEE agrees that it shall comply with all laws, federal, state, or local, existing during the term of this license pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

1. In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LICENSEE'S illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LICENSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.
2. Where the LICENSEE is found to be in breach of this Paragraph due to the issuance of a government order directing the LICENSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LICENSEE or any person acting under LICENSEE'S direct control and authority, LICENSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

XIII. DEFAULT

LICENSEE shall make all required payments to the STATE without deduction, default or delay. In the event of the failure of LICENSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LICENSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LICENSEE of such default, this License may, at the STATE'S sole discretion, be terminated.

In the event of termination of this License, it shall be lawful for STATE to reenter into and upon the PREMISES and every part thereof and to remove and store at LICENSEE's expense all property therefrom and to repossess and occupy the PREMISES. In the event STATE terminates this License pursuant to this Paragraph, the STATE shall not be required to pay LICENSEE any sum or sums whatsoever.

XIV. SERVICE ANIMALS

Service Animal Defined by Title II and Title III of the ADA: (from the ADA National Network)

Under Title II and III of the ADA, service animals are **limited to dogs** individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

Emotional support animals, comfort animals, and therapy dogs are not service animals under Title II and Title III of the ADA. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals either. The work or tasks performed by a service animal must be directly related to the individual's disability. A doctor's letter does not turn an animal into a service animal.

Examples of animals fitting the ADA's definition of "service animal" because they have been **specifically trained to perform a task for the person with a disability**:

Guide Dog or Seeing Eye® Dog1 is a carefully trained dog that serves as a travel tool for persons who have severe visual impairments or are blind.

Hearing or Signal Dog is a dog that has been trained to alert a person who has a significant hearing loss or is deaf when a sound occurs, such as a knock on the door.

Psychiatric Service Dog is a dog that has been trained to perform tasks that assist individuals with disabilities to detect the onset of psychiatric episodes and lessen their effects.

SigDOG (sensory signal dogs or social signal dog) is a dog trained to assist a person with autism. The dog alerts the handler to distracting repetitive movements common among those with autism, allowing the person to stop the movement (e.g., hand flapping).

Seizure Response Dog is a dog trained to assist a person with a seizure disorder. The dog may stand guard over the person during a seizure or the dog may go for help. A few dogs have learned to predict a seizure and warn the person in advance to sit down or move to a safe place.

While Emotional Support Animals or Comfort Animals are often used as part of a medical treatment plan as therapy animals, **they are not considered service animals under the ADA**. These support animals provide companionship, relieve loneliness, and sometimes help with depression, anxiety, and certain phobias, but do not have special training to perform tasks that assist people with disabilities and are not covered by federal laws protecting the use of service animals.

A public facility is not allowed to ask for documentation or proof a dog has been certified, trained, or licensed as a service animal. Staff on site may ask the following questions:

1. Is the dog a service animal required because of a disability?
2. What work or task has the dog been trained to perform?

No further questions should be asked regarding the disability or the animal, nor is it permissible to ask that the dog perform the task that grants it to be a service animal.

CONCURRENCE

	Marina A. Flores
FOR THE ADJUTANT GENERAL	CITY OF PORTERVILLE
DATE:	DATE: 05/17/2023

An official website of the United States government
Here's how you know

FEMA

4699-DR-CA Amendment 006

English

Notice Date	July 10, 2023

Billing Code 9111-23-P

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

[Internal Agency Docket No. FEMA-4699-DR]

[Docket ID FEMA-2023-0001]

California; Amendment No. 6 to Notice of a Major Disaster Declaration

AGENCY: Federal Emergency Management Agency, DHS.

ACTION: Notice.

SUMMARY: This notice amends the notice of a major disaster declaration for the State of California (FEMA-4699-DR), dated April 3, 2023, and related determinations.

DATE: This amendment was issued July 14, 2023.

FOR FURTHER INFORMATION CONTACT: Dean Webster, Office of Response and Recovery, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, (202) 646-2833.

SUPPLEMENTARY INFORMATION: Notice is hereby given that the incident period for this disaster is closed effective July 10, 2023.

The following Catalog of Federal Domestic Assistance Numbers (CFDA) are to be used for reporting and drawing funds: 97.030, Community Disaster Loans; 97.031, Cora Brown Fund; 97.032, Crisis Counseling; 97.033, Disaster Legal Services; 97.034, Disaster Unemployment Assistance (DUA); 97.046, Fire Management Assistance Grant; 97.048, Disaster Housing Assistance to Individuals and Households In Presidentially Declared Disaster Areas; 97.049, Presidentially Declared Disaster Assistance - Disaster Housing Operations for Individuals and Households; 97.050, Presidentially Declared Disaster Assistance to Individuals and Households - Other Needs; 97.036, Disaster Grants - Public Assistance (Presidentially Declared Disasters); 97.039, Hazard Mitigation Grant.

/s/

_____

Deanne Criswell,

Administrator,

Federal Emergency Management Agency.

Last updated July 14, 2023

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FEMA

Contact FEMA

FEMA.gov

An official website of the U.S. Department of Homeland Security

National Terrorism Advisory System

Porterville Army National Guard Armory

Temporary Evacuation Point and Shelter

Daily Census

Date:	Adults:	Youth:	Dogs:
Friday, May 5, 2023	12	0	1
Saturday, May 6, 2023	10	0	0
Sunday, May 7, 2023	10	0	0
Monday, May 8, 2023	15	0	1
Tuesday, May 9, 2023	12	0	0
Wednesday, May 10, 2023	8	0	0
Thursday, May 11, 2023	9	0	0
Friday, May 12, 2023	9	0	0
Saturday, May 13, 2023	7	0	0
Sunday, May 14, 2023	6	0	0
Monday, May 15, 2023	13	0	0
Tuesday, May 16, 2023	11	3	4
Wednesday, May 17, 2023	11	3	4
Thursday, May 18, 2023	16	3	4
Friday, May 19, 2023	11	0	3
Saturday, May 20, 2023	14	0	5
Sunday, May 21, 2023	12	0	4
Monday, May 22, 2023	14	0	3
Tuesday, May 23, 2023	14	5	3
Wednesday, May 24, 2023	16	3	3
Thursday, May 25, 2023	13	1	6
Friday, May 26, 2023	18	4	3
Saturday, May 27, 2023	16	5	5

Date:	Adults:	Youth:	Dogs:
Sunday, May 28, 2023	16	1	3
Monday, May 29, 2023	18	1	3
Tuesday, May 30, 2023	19	1	6
Wednesday, May 31, 2023	17	1	3
Thursday, June 1, 2023	19	1	7
Friday, June 2, 2023	17	1	7
Saturday, June 3, 2023	16	1	4
Sunday, June 4, 2023	20	1	8
Monday, June 5, 2023	20	1	6
Tuesday, June 6, 2023	22	1	10
Wednesday, June 7, 2023	23	1	9
Thursday, June 8, 2023	22	1	7
Friday, June 9, 2023	22	1	10
Saturday, June 10, 2023	15	1	6
Sunday, June 11, 2023	26	1	9
Monday, June 12, 2023	18	1	7
Tuesday, June 13, 2023	24	1	4
Wednesday, June 14, 2023	21	1	7
Thursday, June 15, 2023	20	1	4
Friday, June 16, 2023	28	1	6
Saturday, June 17, 2023	20	1	7
Sunday, June 18, 2023	24	1	4
Monday, June 19, 2023	21	0	8
Tuesday, June 20, 2023	28	0	6
Wednesday, June 21, 2023	28	0	4
Thursday, June 22, 2023	22	0	4
Friday, June 23, 2023	27	0	4

Date:	Adults:	Youth:	Dogs:
Saturday, June 24, 2023	26	0	4
Sunday, June 25, 2023	24	0	3
Monday, June 26, 2023	23	0	4
Tuesday, June 27, 2023	30	0	5
Wednesday, June 28, 2023	26	0	6
Thursday, June 29, 2023	27	0	5
Friday, June 30, 2023	25	0	5
Saturday, July 1, 2023	27	0	9
Sunday, July 2, 2023	25	3	3
Monday, July 3, 2023	24	3	3
Tuesday, July 4, 2023	20	3	4
Wednesday, July 5, 2023	28	2	6
Thursday, July 6, 2023	28	2	5
Friday, July 7, 2023	27	2	6
Saturday, July 8, 2023	28	2	5
Sunday, July 9, 2023	36	2	3
Monday, July 10, 2023	28	2	3
Tuesday, July 11, 2023	34	2	4
Wednesday, July 12, 2023	35	2	2
Thursday, July 13, 2023	47	2	7
Friday, July 14, 2023	27	2	0
Saturday, July 15, 2023	24	2	2
Sunday, July 16, 2023	24	2	3
Monday, July 17, 2023	26	2	1
Tuesday, July 18, 2023	26	2	2
Wednesday, July 19, 2023	21	2	1
Thursday, July 20, 2023	21	2	1

Friday, July 21, 2023	22	0	0
Saturday, July 22, 2023	22	0	0
Sunday, July 23, 2023	22	0	0
Monday, July 24, 2023	21	0	0
Tuesday, July 25, 2023	22	0	0
Wednesday, July 26, 2023	20	0	0

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

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:

PORTERVILLE FIRE DEPARTMENT
40 W CLEVELAND
PORTERVILLE, CA 93257
Phone: 559-782-7526
Email: jrodriguez@ci.porterville.ca.us

Customer: PORTERVILLE FIRE DEPARTMENT

Ship To:

PORTERVILLE FIRE DEPARTMENT
40 W CLEVELAND
PORTERVILLE, CA 93257

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**

Thank you for your order.
If you have any questions please call 800-457-3728
or e-mail info@rescuesource.com.

Royal Restrooms

A Regal Portable Restroom Experience

1452 N. Vasco Road #101
Livermore, Ca 94551
Phone: 877.922.9980
Fax:(925) 337-8878

Cage Code 5HJ93

DATE: 04-12-2023
INVOICE #
FOR:
BILL TO: Portable Restrooms
Donnie Moore
dmoore@ci.porterville.ca.us
,
(559) 782-7539

DESCRIPTION	T	AMOUNT
1 Single ADA Shower/Restroom Combo	t	$4,250.00
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

Due upon receipt-----For Royal Restrooms of California **W9 Click here.**

Make all checks payable to Royal Restrooms of California. If payment is not received per terms of agreement signed, applicable late fees will be applied.If you have any questions concerning this invoice, call Us at 877-922-9980 california@royalrestroomsca.com

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

INVOICE

Rain For Rent
Bakersfield
4001 State Rd
Bakersfield CA 93308
United States
661-399-1724

24/7 Emergency 800-742-7246
www.rainforrent.com

Your sales person	REMIT PAYMENTS TO:
JESSE PINTOR	Rain for Rent RAIN FOR RENT FILE 52541 LOS ANGELES, CA 90074-2541

CONTRACT # 1169502
CUSTOMER CITY OF PORTERVILLE

CUSTOMER # 112354

NAME CITY OF PORTERVILLE

ADDRESS 291 N MAIN ST
PORTERVILLE CA 93257

PHONE

INVOICE#	INVOICE DATE	PO or JOB#	PAYMENT DUE
1854595	3/30/2023	23-22734	4/29/2023

PLEASE PAY $77,396.67

SHIPPED TO JOBSITE:

NAME CITY OF PORTERVILLE

ADDRESS Corporation Yard
555 N Prospect St
Porterville CA 93257

PHONE

Notes:

Requested by: Michael Knight
PO Number: 23-22734

QTY	UOM	DESCRIPTION	PRODUCT #	STATUS	DATE OUT	BILLED THRU	DAYS BILLED	PRICE	AMOUNT	TAXABLE
1.00	EA	Pump BA150E D285 Tlr Mt Diesel Eng Hatz 4H50TIC	1022734		SALES		0.00	$65,685.06	$65,685.06	Y
1.00	EA	Shipping/Handling Freight	M240			SERVICES	0.00	$5,158.57	$5,158.57	Y

TOTAL SALES:	$65,685.06
TOTAL RENTALS:	$0.00
TOTAL SERVICES:	$5,158.57
TOTAL OTHER:	$0.00
SUBTOTAL:	$70,843.63
TAX:	$6,553.04
TOTAL:	$77,396.67

FOR PROPER CREDIT, PLEASE INCLUDE INVOICE NUMBER ON YOUR PAYMENT.
PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE OF 1.50%
CUSTOMER, (RENTEE OR BUYER as context requires), shall be deemed to accept all terms, conditions and provisions hereof upon execution of this agreement; ordering; or delivery of equipment to customer, whichever comes first.

PAYMENT TERMS: NET 30

SIGNATURE: _____ DATE: _____

Mike Clark Trucking
19385 Avenue 144
Porterville, CA 93257 US
+1 5597845486
mct3desk1@yahoo.com

INVOICE

BILL TO
City of Porterville
Street Superintendent, Field Service Div.
555 N. Prospect
Porterville, Ca 93257

INVOICE # 2637
DATE 03/23/2023
DUE DATE 04/25/2023
TERMS Net 30

DATE	FREIGHT	ACTIVITY	FREIGHT BILL	RATE	AMOUNT
03/23/2023	8.80	Super 10	7383117 - Luque	120.00	1,056.00
03/23/2023	9.70	Super 10	7383219 - Luque	120.00	1,164.00
03/23/2023	9.70	Super 10	7383046 - Luque	120.00	1,164.00
03/23/2023	9.80	Super 10	8432857 - Luque	120.00	1,176.00
03/23/2023	7.30	Super 10	9281272 - Luque	120.00	876.00

Thank you for your business!

SUBTOTAL	5,436.00
TAX	0.00
TOTAL	5,436.00
BALANCE DUE	**$5,436.00**

A finance charge of 1.5% monthly/18% annually will be charged on accounts over 30 days past due. In the event a suit is brought to enforce collection, the customer shall be liable for responsible attorneys fees and costs of the suit.

Name of person in charge: Amy Greybehl
Start 5/5/23
Event Date: month to month Price Per Guard: _____

Event Time: 8pm - 8AM How many guests: open

(Overtime is billed at $35 per hour) _____ Invite Only: Y/N

Event Location: ~~47~~ 29 Plano St

City: Porterville State: CA

Zip: 93257 Special Instructions/ Directions for Event:

2guards, check-in Guest by 8pm, lock gates, lights of by 10pm.

Balance Due for guaranteed hours $: 18,000 - updated

Third Party Information- Please Print Clearly

Financially Responsible Party (Client):

City of Porterville - Army National Guard

Clients Contact Phone Number: 559-782-7521

Client Email Address: agreybehl@ci.porterville.ca.us

Clients Home Address: City

City: Porterville State: CA Zip: 93257

Wedding/Prom/ Anniversary? Other: _____

Payment Information:

The parties have read all pages of this Agreement & the attached Terms and Conditions, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement and Terms & Conditions. Each person signing as the Client below shall be responsible for ensuring that full payment is made as stated in this document. Client agrees that a 30% non-refundable retainer will be due immediately to reserve date and time as listed on contract.

Venmo: _____ @Chris-Morton-80 Zelle: _____(559)756-4570

Cashapp: _____ $maddym90 Check: X* _____ Cash:_____

*Payment to be issued upon completion of a City of Porterville Business License Application

Client Initials: AG _____

Date: 5/5/23 _____

You are a valued customer of Topknotch Security INC, and we want you to enjoy our guards' services. To ensure that the integrity of our officers is maintained for you and all of our customers, the following Terms & Conditions apply to all services provided by Topknotch Security INC, under all circumstances and without exception.

The purchaser (client) on the front of this contract is 100% responsible for his or her guests.

Topknotch Security INC will strictly enforce State and Federal Laws and will maintain a zero-tolerance compliance policy that no alcoholic beverages can be consumed or used by any person not of legal drinking age. All U.S. law enforcement agencies have absolute power to stop any event for administrative search. If contraband is found, even in negligible quantities without the officers knowledge, they can seize and forfeit the contraband to a local government agency. All law enforcement agencies are aggressively enforcing this policy.

Topknotch Security INC will not be responsible for injuries that may occur due to fighting while the event is ongoing. Topknotch Security INC will do their best to defuse any situation verbally, if Topknotch Security INC feels as if our officers cannot control the situation, we will be forced to contact the local law enforcement.

At the officer's discretion, the Client agrees to be fully liable for any damages / charges that may be incurred.

The Client accepts full responsibility for any and all damage, and for any loss of income due to negligence or carelessness caused by any member of the client's group at any time during the event. The Client authorizes Topknotch Security INC to charge for the expenses regardless of and in addition to any prior agreements or understandings. These charges are necessary due to the high cost of insurance, health insurance, uniforms, and due to the revenue and time lost during the time that the officer cannot work.

Please initial here to acknowledge the charges should any damages occur. AG _____

• Topknotch Security INC recommends that all and any personal valuables be removed from the vehicle when unattended. We will not be held responsible for any lost, stolen, or damaged articles.

• Topknotch Security INC reserves the right to terminate this or any other contract for noncompliance of the above requests, especially if responsible party does not follow Topknotch Security INC, requests to obey the rules in this contract.

Any deposits (cash, checks or course of payment) will be non-refundable for any reason, if any cancellation occurs from the responsible party's side. If for any reason the local law enforcements shuts the event down for any reasons, payment is non-refundable. The open balance is due immediately the day before the agreed job. The renter authorizes the immediate 30% non-refundable retainer & the final payment, states that she/he is the authorized purchaser for this rental contract, the authorized party for the given payment, responsible and liable for payment of the total amount, per cash or other payments. As with all contracts, the rental contract between the mentioned person as renter (Client) and Topknotch Security INC is made with the information and the terms given to us. I am satisfied with the terms and conditions above and fully understand and agree to everything stated in the contract.

Client Initials: AG Date 5/5/23

All of the given information from the Client is binding and cannot be changed without Topknotch Security INC acceptance. If the contract is cancelled after it is signed, Topknotch Security INC is still authorized to collect the remaining balance in full, if the officers does not go out again on the cancelled date for the same or higher amount. We will reserve the set date upon the approval of the purchaser's preferred payment as per telephone conversation. The responsible party gives authorization to use the payment information over the phone / fax / Internet in combination with a signed contract. It is agreed that it is not necessary to obtain a signed slip, as the reservation is made over the phone / fax / Internet. Proof of identity of the purchaser using said credit card must be supported by the signed contract or in person. At time of event we need the full payment, state identification of the purchaser that authorizes the transaction for the signed contract. If the purchaser cannot provide all of the above items at the time of event, Topknotch Security INC will not start the job, as we have no proof of the legal possession of payment. Therefore the risk of not getting paid will give us the right to cancel. The purchaser is still fully responsible to pay the total amount as he failed to provide the above requirements.

Topknotch Security INC cannot guarantee the availability of overtime. It is of particular importance that the purchaser makes allowances for anticipated delays and adheres to the agreed time schedule. In the event that the purchaser wants to change the time of the itinerary, they may do so, only if Topknotch Security INC can accommodate other clients that booked with Topknotch Security INC prior to or after the said time. The purchaser further agrees to pay additional charges incurred such as overtime and or more officers. The overtime will be billed by hourly rate at $35.00 per hour, unless negotiated otherwise. If customer fails to cancel at the last minute, the full amount of contracted time will be charged.

The purchaser authorizes Topknotch Security INC to charge any additional charges after they have rendered services to the purchasers' as supplemental charge. If cash payment is selected, the payment is due no later than the close of the next business day in full. Customer agrees to have Topknotch Security INC get an authorization for the above course of payment and amount, for the event stated above.

If any payment due hereunder is unpaid (10) ten days after the due date, hereon Topknotch Security INC will have the right to add and collect late charges with interest at the maximum rate allowed by law. All such sums are due and owing with any other expenses, (filing fees, court cost, and reasonable attorney fees, etc.)

I fully understand and agree to everything stated in the contract and the Terms & Conditions. If, for any reasons, I am not fully satisfied with the services I receive, I have 24 hours after the completion of the job to file a complaint in writing. If Topknotch Security INC, does not receive my written complaint in the above stated timeframe, I agree that there is no valid complaint, and I am fully satisfied with the services I received. Filing a written complaint insures both parties that it is fully understood what the problem was and will help Topknotch Security INC to assist the responsible parties in any kind of resolution to the complaint. The purchaser will be contacted within a week of the complaint to settle the matter. I understand that this is a separate case from the main contract and therefore have no dispute in general against Topknotch Security INC and the payment I authorized.

Since Topknotch Security INC offers high-tech-equipment, sometimes heat and excessive use of all power-operated equipment might be subject to having more breaks for our officers. This will, of course, not interfere with the safety of the party itself and therefore will have no effect on continuing or paying of the contracted event. Topknotch Security INC guarantees that all our officers are constantly trained to keep the highest possible standards and eliminate such failures as much as possible. We have the right to add more officers in case of emergency or the event is getting bigger than contracted. As stated, this will only happen in emergencies, and to upgrade, never downgrade. If the upgrade is needed, Topknotch Security INC gives the customer the right to downsize the event and receive additional charges. Additional charges will occur on the customer's side if an upgrade is made. Topknotch Security INC will notify the responsible party if more officers and hours are needed, as well as how much more the cost will be.

If any of our above guarantees or contracted terms cannot be met due to conditions outside of our control, including weather, accidents, and any other acts of incidents, we will use our best efforts to notify the customer of these conditions and resulting delays or changes.

I am satisfied with the terms and conditions above and fully understand and agree to everything stated in the contract and the Terms & Conditions.

Client Signature Amy Graybehl Date 5/5/23

Topknotch Security Representative Signature Madeleine Morton Date 5/3/25

ADDITIONAL REMARKS:

- 1 officer roaming & 1 officer checking in guest
- Roaming grounds and making sure lights out at 10 pm
- Making sure no guest leave after 8pm
- Roaming the whole grounds and the animals

SECURITY SERVICES AGREEMENT

AGREEMENT PREPARED FOR: City of Porterville: Shelter

July 15, 2023

Good Guard Security, Inc.

21622 Plummer St, Suite 200, Chatsworth, CA 91311

1-800-651-0491 ext 1061

info@goodguardsecurity.com

www.GoodGuardSecurity.com

SERVICE DETAILS

Client Service Address:	**29 N Plano St, Porterville, CA 93257**
Client Billing Address:	**29 N Plano St, Porterville, CA 93257**
Service Hours:	**7 Day(s) / 07:30 PM - 08:30 AM / 13 Hours / Monday - Sunday**
Location Contact & Telephone Number: Email:	**Amy Graybehl 559-782-7521 agraybehl@ci.porterville.ca.us**
Rate (U.S. Dollars): Holiday Rate	**$28.95 (Per Hour Per Guard) $43.45 (Per Hour Per Guard)**
Service Commencement Date:	**07/17/2023 @ 07:30 PM**
Payment Terms:	**Bi-weekly**
Permanent/Temporary:	**Permanent 3 Month Minimum (30 Day Cancellation Notice)**
Uniform:	**Professional Security Uniform**
Additional Charges:	**N/a**
Security Service Description:	**2 Professional Unarmed Guard(s)** **1 Guard will be intaking clients and the other guard will be patrolling the facility.** **Note: Providing a visual deterrent to any outside danger. Security officers will make sure there isn't anyone vandalizing the premises, or trying to break into the property. Loss prevention.**

This SECURITY SERVICES AGREEMENT ("Agreement") is entered into upon mutual execution hereof by and between GOOD GUARD SECURITY, a California corporation, Private Patrol Operator (PPO) License #120362 (hereinafter, "Company") and **City of Porterville** (hereinafter, "Client"), with respect to the following:

1. **RATES:** Service Rates are subject to adjustment for any change in any law, causing a change in work hours, wage rates, working conditions or other costs to Company.

2. **PAYMENT:** Invoices will be submitted either bi-weekly or monthly, upon mutual agreement between Company and Client, and are payable on receipt at the address on the invoice. A late charge of 1 ½ % per month will be added to balances not paid within seven days.

3. **EMPLOYEES: (a)** Personnel supplied by Company are its employees and not Client's. Company is solely responsible for social security, unemployment and similar taxes applicable to its employees.
(b) Company is a Federal Government Contractor and complies with Executive Order 11246, as amended: Section 503 of the Rehabilitation Act of 1973, as amended: Section 402 of Vietnam era Veterans' Readjustment Assistance Act of 1974 and related regulations. Company's employees will be assigned without regard to race, color, creed, sex, and national origin, handicap conditions that do not impair job performance or veteran status.
(c) *Client may reasonably remove any employee assigned provided such removal is not in violation of law. In the event any employee is removed at Client's request, Client agrees to indemnify and hold Company harmless from any claims, demands, liabilities, judgments, losses, suits, damages, fines, penalties, and expenses including reasonable attorney's fees and defense costs (hereinafter collectively "Claim(s)") that may arise there from.*

4. **OVERTIME:** Overtime rates shall apply to work on New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas; work on any additional holidays listed and any extra hours exceeding 8-hours a day or 40-hours per week. Coverage for labor disputes, civil disorders or natural disaster, or special assignment or agreement is not included except as described in the Service Rate Classification. Additional overtime rates shall not apply to situations where an employee of Company already on-duty covers hours for a "called-off" employee and thus works over 8-hours in his/her shift.

5. **PROPERTY/EQUIPMENT:** All property and equipment furnished by Company for performance of its services under this Agreement, regardless of whether portable or stationary, shall be considered the personal property of Company, and shall remain the personal property of Company after termination of this Agreement. Upon the termination of this Agreement, the Company shall have reasonable access and time to remove its property from Client's property. Client shall not be responsible for any of Company's personal property which is stolen, damaged or missing from the property in the absence of Company's supervision.

6. **KEYS/ACCESS:** Company shall not be provided a master key (or its equivalent) to the property or any portion thereof, except for such location(s) that are to be exclusively used by Company's guards or other personnel. Notwithstanding anything to the contrary in this Agreement, Company shall not be responsible for any damages including, without limitation, any costs incurred in re-keying or changing locks caused by the loss or theft of such key(s).

7. **NON-COMPETITION:** Client, its affiliates, agents, and other related persons or entities hereby agree not to hire any Company staff, employees, or personnel for a period of at least one (1) year after such person has terminated his/her employment with Company. Client further agrees not to prepare to engage in competition with Company, solicit,

divert, poach, or encourage any of the Company staff, employees, or personnel to stop working with Company, or to solicit, divert, poach, encourage, or facilitate them to work with Client, any affiliate of Client, or any related person or entity of Client. Client recognizes that Company has a significant investment in the recruitment and training of it employees and guards to be providing services under this Agreement, and that these personnel are a valuable asset to Company. As it is impractical and extremely difficult to fix the actual damages which may result from the loss of such employees and guards, Client agrees that if Client (or its affiliates, agents, and other related persons or entities) is in breach of this section of the Agreement, then Client shall be required to pay to Company for each such employee (or former employee employed by Company) the sum of $7,500.00. Such fee is expressly agreed to be considered liquidated damages, and not a penalty.

8. **LIABILITY AND INDEMNITIES: (a)** Client agrees that Company is not an insurer and that the amounts payable hereunder are based upon the value of service offered and not the value of Client's interests being protected or the property of Client or others located on Client's premises. Accordingly, Company undertakes no liability to Client and makes no representation, express or implied, that its service will prevent occurrences or their consequences, which result in loss or damage.
(b) Client agrees that Company shall not be liable for any claims incurred or asserted by Client, irrespective of origin, to persons or property, whether directly or indirectly caused by performance or nonperformance of obligations imposed by this agreement or by negligent acts or omissions, including those relating to the hiring, training, supervision or retention of personnel, of Company, its agents or employees. **(c)** The services provided under this Agreement are solely for the benefit of Client and neither this Agreement nor any services rendered hereunder confer any rights on any other party as a third-party beneficiary or otherwise and Client agrees to indemnify and hold Company harmless from and against any claims made by a third party(s), including, but not limited to, injury, death or damage or loss of property, arising from the negligent acts or omissions, including those relating to the hiring, training, supervision or retention of personnel, of Company, its agents or employees.
(d) If, at Client's request, Company employees undertake duties or are requested to use equipment or vehicles other than as agreed to in writing by Company, Client shall be solely responsible for and shall indemnify and hold Company harmless from and against any claims arising there from, including, but not limited to, claims arising from the negligent acts or omissions including those relating to the hiring, training, supervision or retention of personnel, of Company, its agents or employees.
(e) Client hereby waives any and all rights of subrogation that any insurer of Client may have against Company. **(f)** Where Company is entitled to indemnification, Company shall have the right to tender defense of the claim to Client.

9. **FORCE MAJEURE:** The obligations of Company hereunder may be suspended during any period where performance is prevented by acts of God, civil or labor disturbances, or events beyond Company's reasonable economic control.

10. **HAZARDOUS OR DEFECTIVE CONDITIONS/MATERIALS: (a)** Client agrees that it will comply with OSHA Hazard Communication Standards and will indemnify and hold Company harmless from all claims, including injuries to Company's employees arising out of a condition existing at Client's premises or Client's violation of any safety or health related law or regulation. **(b)** Client further agrees to: (1) make available to Company the Material Safety Data Sheet for each hazardous chemical to which Company's employees may be exposed at Client's premises; (2) inform company of (A) precautionary measures that need to be taken to protect Company's employees and (B) Client's hazardous material labeling system.

11. **INSURANCE:** Client agrees to assume all risk of loss or damage to its premises, business and property of others on Client's premises occurring as a result of fire, theft or other casualty and Client agrees that it will maintain insurance to fully protect Client against such loss or damage. Accordingly, Client waives its right of recovery against Company of any such loss or damage, however caused.

12. **TERMINATION OF SERVICES:** Except as otherwise provided in this Agreement, this Agreement may be terminated for non-performance by either party, provided that such party has given the others reasonable time to correct any instances of such non- performance. If either party fails to correct such non-performance, the Agreement may be terminated, provided that such party has given the others at least thirty (30) days advance written notice of such intention. Notwithstanding the foregoing and for all other intentions, termination of services by Client must be preceded by at least thirty (30) days advance written notice of such intention to terminate services. Minimum 3-Month Service Agreement from start date.

13. **ENTIRE AGREEMENT AND INTERPRETATION:** This Agreement constitutes the entire agreement and understanding between the parties, and no representations, inducements, promises or agreements not embodied herein shall be of any force or effect. This Agreement shall be governed under the law of the State of its performance and if any provision shall conflict therewith, such provision shall be interpreted to remove such conflict, so that this Agreement and all its other provisions shall remain in full force and effect.

14. **DEFAULT:** Company may terminate this Agreement immediately and exercise such other rights and remedies as permitted by law, if Client fails to pay any amount when due or if any proceeding is commenced or threatened by or against Client under the Bankruptcy Code or any other Debtor's law, or if Client makes or threatens to make an assignment for the benefit of creditors.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have signed this Agreement as of the date first above written:

By GOOD GUARD SECURITY:

Brady Osorto — Brady Osorto / Business Development Manager

(Authorized Representative Signature) (Print Name & Title)

By CLIENT:

(Authorized Representative Signature) (Print Name & Title)

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.)