



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
AUGUST 15, 2023, 5:30 PM**

The City of Porterville is allowing for and encouraging electronic participation at City Council Meetings. Porterville City Council Meetings will be live streamed on YouTube at <https://www.youtube.com/channel/UC5KuhSrNMNL9nwHJVtnJvvA>

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

Topic: City of Porterville – City Council Meeting of August 15, 2023

Please use the following link below to join the webinar:

<https://us06web.zoom.us/j/84845500089?pwd=cjIxT21FOEh6Wm5QdWxYOFpETUxOQT09>

Or via Telephone: **1-669-900-6833** Webinar ID: **848 4550 0089** Passcode: **027657**

Call to Order

Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: Mayor Martha A. Flores. Employee Organizations: Unrepresented Positions: 1) City Manager; and 2) City Attorney.

2 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Horton v. City of Porterville et al., Tulare County Superior Court Case No. VCU293248.

3 - Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Four (4) cases in which facts are not yet known to potential plaintiffs.

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

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

Pledge of Allegiance Led by Vice Mayor Carrillo

Invocation

PRESENTATIONS

Employee of the Month

ORAL COMMUNICATIONS

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

REPORTS

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

- I. City Commission and Committee Meetings
 - 1. Parks & Leisure Services Commission (Summer hiatus)
 - 2. Library & Literacy Commission (Summer hiatus)
 - 3. Arts Commission - July 25, 2023
 - 4. Animal Control Commission
 - 5. Youth Commission (Summer hiatus)
 - 6. Transactions and Use Tax Oversight Committee (TUTOC)
- II. Staff Informational Reports
 - Water Conservation Phase III Status Update - July 2023
 - New Porterville Rescue Mission Update
 - Animal Control Commission Report

CONSENT CALENDAR

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

- 1. **Authorization to Purchase Replacement Repair Materials for City Well No. AP-1**
Re: Authorization to purchase replacement repair materials for City Well AP-1, for an amount not to exceed \$12,148.
- 2. **Authorization to Purchase Specialized Equipment - Grit Blowers**
Re: Consideration to purchase two grit blowers to Ferguson Enterprises - DBA Pollardwater for an amount not to exceed \$12,167.
- 3. **Authorization for Printer/Copier Replacement at the Police Department**
Re: Consider authorization to purchase a copy machine for the Police Department from California Business Machines utilizing Department budgeted funds in the amount of \$7,510.00, plus the applicable sales tax.
- 4. **Security Fencing and Gates Around the Police Department**

Re: Consideration to authorize staff to negotiate the security fencing project with Chiapa Welding, Inc. for a total cost not to exceed \$79,455.00, with a ten percent (10%) contingency for the total purchase.

5. Authorization to Distribute Request for Qualifications (RFQ) for On-Call Right-of-Way and Appraisal Consulting Services

Re: Considering approval to distribute a Request for Qualifications for on-call right-of-way and appraisal consulting services.

6. Authorization to Issue a Request for Proposals (RFP) for Retail Recruitment Software Firm

Re: Consider authorization for staff to distribute a Request for Proposals for retail recruitment software firms to support local economic development.

7. Authorization to Execute Consultant Agreement - Porterville Public Library Project Design

Re: Consider authorization to execute the Consultant Service Agreement for the design of the Porterville Public Library Project with Paul Haljian Architects in the amount of \$3,226,000.

8. Approval of Active Transportation Program (ATP) Measure R Program Supplements to Cooperative Agreements

Re: Consideration to approve the draft Resolutions in support of the Program Supplements to the Cooperative Agreement for the Butterfield Stage Corridor Project and the Rails to Trails Corridor Lighted Crosswalk Project.

9. Environmental Systems Research Institute (ESRI) Annual Maintenance Contract

Re: Consideration to authorize staff to sign the annual maintenance agreement renewal with Environmental Systems Research Institute (ESRI).

10. Selection of On-Call Materials Testing Consultants to Add to Current List

Re: Consider authorization to negotiate on-call contracts with Blackburn Consulting, NV5, DC Inspections, and CTL, Inc.

11. Request For Renewal of Accela PublicStuff One Year Contract

Re: Consideration to authorize a one year contract renewal with Accela for the PublicStuff Pro Services.

12. Status and Review of Local Drought Emergency

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

SCHEDULED MATTERS

13. Consideration of Status Report on Conditional Use Permit Concerning 180 South E Street

Re: Consider the report, provide direction and/or take action as deemed appropriate, including but not limited to setting a Public Hearing to consider revocation of the Conditional Use Permit for the property located at 180 South E Street.

14. 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. Tulare County Taskforce on Homelessness - July 19, 2023
2. Local Initiatives Navigation Center (LINC) Committee - August 2, 2023
3. Eastern Tule Groundwater Sustainability Act (ETGSA) Board - August 3, 2023
4. Social Services Transportation Advisory (SSTA) Committee - August 8, 2023
5. CalVans Board - August 10, 2023
6. Tulare County Water Commission - August 14, 2023

ORAL COMMUNICATIONS

OTHER MATTERS

CLOSED SESSION

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

ADJOURNMENT - to the meeting of September 5, 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 15, 2023

SUBJECT: Water Conservation Phase III Status Update - July 2023

SOURCE: Public Works

COMMENT: The City has continued to implement an active water conservation approach, conserving and providing flexibility to the community. The City transitioned from Phase IV to Phase III of the City's Water Conservation Plan as of June 1, 2023. The Water Conservation Plan applies to all municipal water users within or outside the city limits.

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

Effective June 1, 2023, the City transitioned to Phase III of its Water Conservation Plan. The Phase III plan extends outdoor watering to two days per week, with "odd" addresses allowed to water on Tuesday and Saturday and "even" addresses allowed to water on Wednesday and Sunday. Outdoor watering is prohibited between the hours of 5 a.m. to 10 a.m. and 5 p.m. to 10 p.m., with no watering allowed on Monday, Thursday, or Friday. Watering outdoor landscaping is prohibited during and within forty-eight (48) hours after measurable rainfall, which is now defined as greater than 0.01 inch.

Violations of prohibited activities are considered infractions and are punishable by fines of up to \$500 for each day the violation occurs. Any peace officer or employee of a public agency charged with enforcing laws and authorized to do so by ordinance may issue a citation to the violator. The City will respond to enforcement by issuing a Notice of Violation for all witnessed occurrences, and staff will process all reported issues. Enforcement statistics for July 2023 show that thirty seven (37) notices of violations were issued for water wasting, and no administrative citations were issued.

Water production for July 2023 reflects a four percent (4%) decrease from the 5-year average. The monthly production for July was 403 million gallons, which is a twenty-four percent (24%) decrease compared to July 2013 at 533 million gallons. Residential consumption for July 2023 was one hundred and fifty (150) gallons per capita per day (GPCD).

Compliance with individual water supplier conservation requirements is based on cumulative savings. Cumulative tracking means that conservation savings will be added together from one month to the next and compared to the amount

of water used during the same months in 2013. City Staff will evaluate conservation totals in two formats: 1) Calculate the cumulative conservation totals for production as compared to production in 2013, and 2) Calculate cumulative conservation totals in relation to GPCD in efforts to evaluate population growth impacts on production as compared to 2013. The cumulative total production for the City of Porterville's conservation efforts will be reflected from July 2015 through July 2023. Porterville's cumulative total production conservation through July 2023 is twenty (20%). The cumulative total of GPCD for the City of Porterville's conservation efforts will be reflected from July 2015 through July 2023. Porterville's cumulative total GPCD conservation through July 2023 is twenty-five percent (25%).

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

The State Water Board requires monthly reporting to track what agencies are doing and how they perform throughout the year. Proposed permanent regulations will require agency reporting to continue monitoring the performance of urban water conservation with a preparedness to implement conservation standards as necessary. California Governor Gavin Newsom signed Executive Order N-10-21 on July 8, 2021, urging all Californians to voluntarily reduce their water use by fifteen percent (15%) compared to their prior-year levels due to excessive drought conditions. Water production for the City system shows a four percent (4%) decrease from July 2022 to July 2023. California Governor Gavin Newsom issued another Executive Order N-7-22 on March 28, 2022, to address drought conditions after the driest first three months of a year in recorded history. EO N-7-22 requires that each water supplier implements, at a minimum, the shortage response actions adopted under section 10632 of the Water Code for a shortage level of up to twenty percent (Level 2). The City of Porterville's Water Conservation Plan Phase III meets the requirements for this shortage (Level 2). California Governor Gavin Newsom signed Executive Order N-3-23 on February 13, 2023, stating the state has experienced one of the wettest three-week periods on record. With this order, California Governor Gavin Newsom removed the need to voluntarily reduce water use by fifteen percent (15%), as stated in the previous Executive Order N-10-21.

RECOMMENDATION: Information Only

ATTACHMENTS: 1. Monthly Production Status July 2023

2. Monthly Production Status GPCD July 2023
3. Drought Response Phase III Flyer

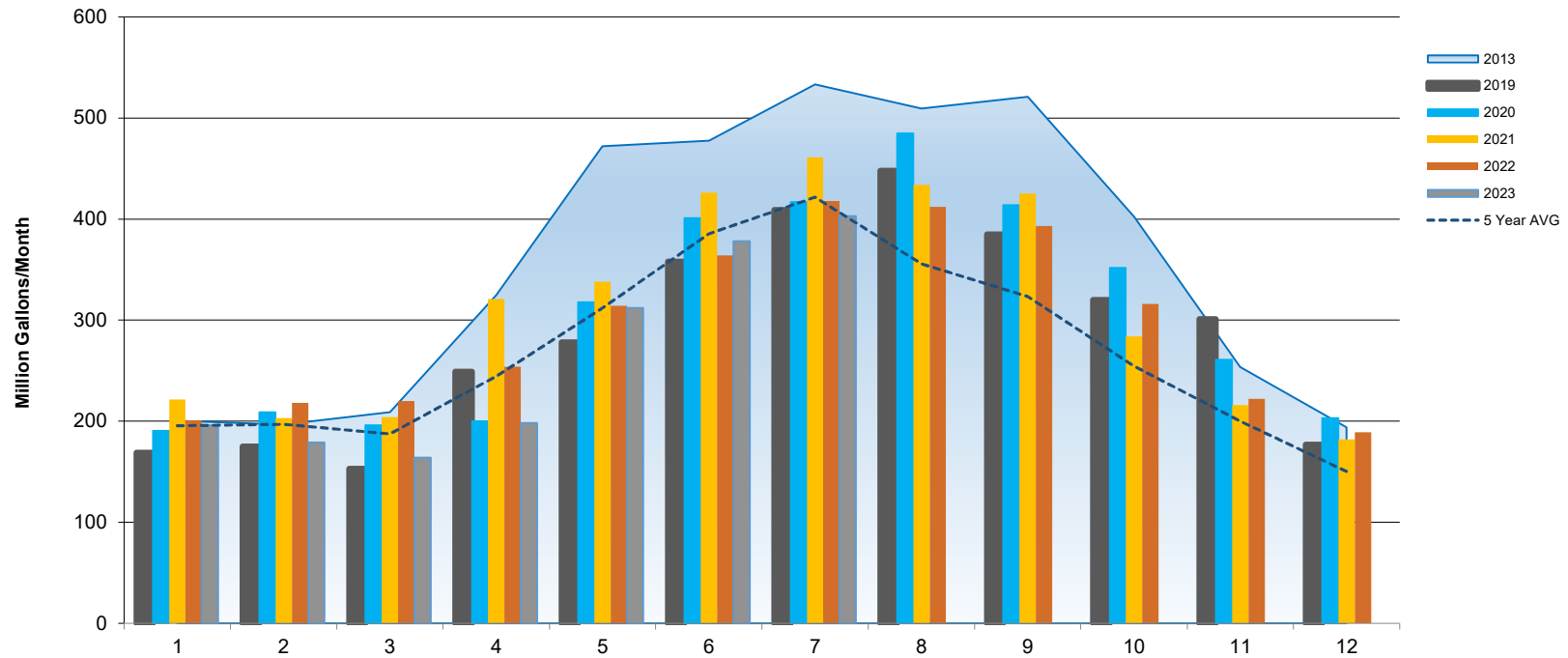
Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

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

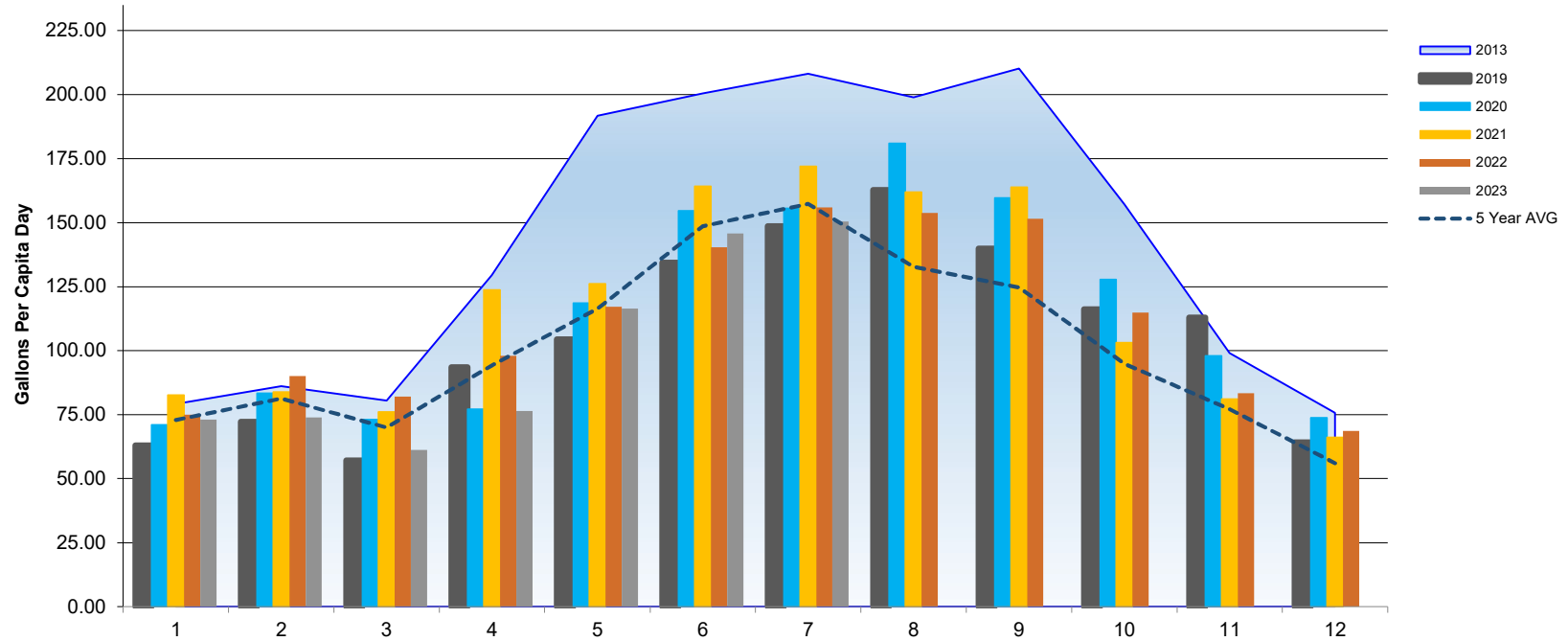


Production Cumulative Total 20%

2019	16%	-11%	-27%	-23%	-41%	-25%	-23%	-12%	-26%	-20%	19%	-9%
2020	-5%	6%	-6%	-38%	-33%	-16%	-22%	-5%	-21%	-13%	3%	5%
2021	11%	3%	-2%	-1%	-28%	-11%	-14%	-15%	-18%	-29%	-15%	-6%
2022	0%	11%	5%	-22%	-33%	-24%	-22%	-19%	-25%	-21%	-13%	-3%
2023	-2%	-18%	-31%	-39%	-34%	-21%	-24%					

Percent Comparison to 2013 Production

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



GPCD

Cumulative Total 25%

	2019	-20%	-16%	-29%	-28%	-46%	-33%	-29%	-18%	-33%	-26%	14%	-15%
	2020	-10%	-3%	-9%	-40%	-38%	-23%	-25%	-9%	-24%	-19%	-1%	-3%
	2021	4%	-3%	-5%	-4.4%	-34%	-18%	-17%	-19%	-22%	-34%	-18%	-13%
	2022	-5%	4%	2%	-24.3%	-39%	-30%	-25%	-24%	-28%	-27%	-16%	-9%
	2023	-19%	-29%	-21%	-29%	-41%	-30%	-19%					

Percent Comparison to 2013 Production



DROUGHT RESPONSE Phase III

Mandatory Odd/Even Watering Schedule, based on address.
Residents will be allowed **TWO** days a week to water lawns and landscapes. No watering allowed on Mondays, Thursdays, and Fridays.

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

No watering outdoor landscapes during and within **48** hours after measurable rainfall.

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE III

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

Mandatory Odd/Even Watering Schedule

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

■ Odd Address
 ■ Even Address

ODD NUMBER ADDRESSES

If your address ends with an “odd” number, 1, 3, 5, 7, or 9, your watering days are Tuesday and Saturday *only*.

OR

EVEN NUMBER ADDRESSES

If your address ends with an “even” number, 0, 2, 4, 6, or 8, your watering days are Wednesday and Sunday *only*.

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

Mandatory Odd/Even Watering Schedule

Excessive water runoff prohibited

The washing of sidewalks and driveways is prohibited

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

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

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

NO WATERING ON MONDAYS, THURSDAYS, AND FRIDAYS.



CITY COUNCIL AGENDA – AUGUST 15, 2023

SUBJECT: New Porterville Rescue Mission Update

SOURCE: Community Development

COMMENT: At its meeting on June 18, 2019, the City Council adopted Resolution 43-2019, approving Conditional Use Permit (CUP) 2018-041-C for the New Porterville Rescue Mission (NPRM) to allow for a Social Services Facility located at 30 S. A Street. As outlined in Resolution 43-2019, Condition #1, and in compliance with Porterville Municipal Code Chapter 21, Section 301.09, "Social Services Facilities shall provide: adequate and accessible sanitary facilities, including lavatories, restrooms and refuse containers; sufficient patron seating facilities for dining; effective screening devices such as landscaping and masonry fences in conjunction with outdoor activity areas." To meet these requirements, NPRM was to continue to work on site improvements, and stay in communication with staff until all items had been completed. CUP 2018-041-C includes a requirement that staff provide a bi-annual update to the Council on the status of project, which is the purpose of this report.

At its meeting on February 4, 2020, staff presented to Council the bi-annual update as required in the CUP to update the status of improvements. The item was continued as additional information was needed to be provided by NPRM in writing. At its meeting on March 3, 2020, staff provided to Council the proposed Plan of Action that staff considered quite aggressive and reported that a realistic timeline would be three to six months before there would be an issuance of a building permit. At its meeting on July 21, 2020, staff provided an update to Council regarding the progress of the NPRM's remodel project. NPRM was issued a building permit on July 7, 2020. The scope of the permit includes removing existing staff bedroom walls to open up to existing open area to accommodate fourteen (14) beds total on the west end of the building, remodel of two restrooms to meet accessibility standards, the installation of two new concrete door landings, one new door landing with stairs and handrails, as well as reversing the swing of an existing door. NPRM had anticipated that this phase of construction would take approximately three to four months to complete.

At its meeting on November 17, 2020, staff provided an update to Council regarding the progress of the NPRM's remodel project. The Council was informed that the NPRM's project had experienced delays due to the pandemic as well as encountering structural issues during the demolition process.

At its meeting on January 19, 2021, Council was provided an update on the status of the NPRM project. The update included that the NPRM had been issued a permit for the structural revision to correct the issues encountered during the demolition process on November 25, 2020. Staff met with the NPRM on January 4, 2021, to discuss the progress of the project. The NPRM

informed staff that the project timeline has been impacted by the ongoing COVID-19 pandemic, noting that they received a letter from one of their suppliers informing them that the delivery of their order had been delayed due to the pandemic. A framing inspection was provided by the City's Engineering Department-Building Division on January 5, 2021, and a second framing inspection on January 8, 2021, which NPRM passed.

At its meeting on August 17, 2021, staff provided an update to the Council regarding the progress of the NPRM's remodel project as well as information in regard to violations of the conditions outlined in Conditional Use Permit 2018-041-C and Porterville Development Ordinance, which were observed on August 10, 2021. The violations included a recreational vehicle observed onsite that was being occupied as a residence with an electrical extension cord connected to the recreational vehicle. Chapter 304.11 of the Development Ordinance states that "Parking and storing of recreational vehicles, boats, campers, trailers and similar vehicles are prohibited from being stored for a period longer than seventy-two hours (72) hours in the front yard setback. They may be stored in the side or rear yard behind a minimum six foot high, solid fence. At no time are recreational vehicles allowed to be occupied as residences. Connection to any combination of electrical, water, cable, or sewer facilities is considered prima facie evidence of occupation as a residence. At no time shall commercial vehicles greater than a one-ton rating be parked or stored on residentially zoned properties. Storage on the street is limited pursuant to Sections 17-10.4, 17-11.7, 17-11.8, and 17-11.9 of the Porterville Municipal Code." Tents were also observed to be erected on site outside of the approved season and timeframe outlined in Condition 10 of the CUP. Condition 10 states "The temporary use of tents for overflow of patrons may be permitted during the winter months, provided that the usage and assembling of the tents be opposite of office hours, erecting tents after 7p.m. and removing them before 7 a.m." NPRM remedied the violations was within seventy-two (72) hours.

At its meeting on October 19, 2021, staff provided an update to the Council regarding the progress of the NPRM's remodel project. The Council was informed that the NPRM had one inspection since the update provided to the Council on August 17, 2021, which occurred on September 29, 2021. The inspection was for underground plumbing for the restroom remodel, which passed. During the inspection, the NPRM disclosed that while saw cutting the existing concrete slab for the restroom remodel, a four foot section of the exterior footing fell apart. The NPRM was requested to have the footing evaluated by an engineer to provide a design to correct the issue.

The Council was also informed that on September 24, 2021, the Porterville Police Department and Code Enforcement responded to the NPRM for the discharge of dangerous fireworks. The suspect was found to be in possession of additional fireworks and was administratively sited. While onsite Code Enforcement observed conditions of the neighboring property (14 S. A Street), which is also operated by NPRM, that were not in compliance with the 1997 Uniform Housing Code. The conditions observed included the rear yard being utilized as a living space with an outdoor shower built in close proximity to an existing electrical panel. Food and other items have also been allowed to accumulate in the yard along with multiple tarp covered areas that have been erected, creating an attractive nuisance and possible fire hazard. The property

owner was notified and required to remedy the conditions by November 1, 2021. CUP 2018-041-C does not include provisions for the property located at 14 S. A Street. Resolution 43-2019 included NPRM Site and Operations Plan as Attachment A, which outlines that 14 S. A Street provides for six long term residential beds and two emergency shelter beds for women. City staff inspected the property located at 14 S. A Street on October 12, 2021, and found that the conditions that were out of compliance with the 1997 Uniform Housing Code had been remedied.

At its meeting on February 1, 2022, staff provided an update to the Council regarding the progress of the NPRM's remodel project. The Council was informed that the NPRM had four successful inspections since the update provided to the Council at its meeting on October 19, 2021, including an inspection of foundation forms to address a foundation issue in accordance with an engineer's design on October 19, 2021, framing and wall insulation for the east restroom on January 7, 2022, sheetrock on January 18, 2022, and shower pan inspection on January 24, 2022.

At its meeting on August 16, 2022, staff provided an update to the Council that the NPRM received a final on the bathroom remodel on April 11, 2022, and that the Chief Building Inspector met with a NPRM representative to review the exterior ADA requirements to be completed with the next stage of the project.

At its meeting on February 21, 2023, staff provided an update to the Council that the NPRM had completed the concrete landing for the two east doors, which passed inspection on January 27, 2023.

Since the last update provided to Council, the NPRM met with the Chief Building Inspector to review the layout of an ADA ramp to be utilized for exiting the west side of the facility. The remaining work to be completed in accordance with the NPRM's approved plans is the construction of stairs and handrailing at the center door and to bring the west ramp into compliance. The Code Enforcement Division has not issued any notices of violation to the NPRM since the last update was provided.

RECOMMENDATION: That the City Council receive the bi-annual report of the progress of the New Porterville Rescue Mission.

ATTACHMENTS: 1. Resolution 43-2019

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Assistant City Manager

Final Approver: John Lollis, City Manager

RESOLUTION NO. 43-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE RESCINDING RESOLUTION 10-2019 AND PLANNING COMMISSION RESOLUTION 606, AND CONTAINING FINDINGS AND CONDITIONS IN SUPPORT OF CONDITIONAL USE PERMIT 2018-041-C TO ALLOW FOR A SOCIAL SERVICES FACILITY- THE NEW PORTERVILLE RESCUE MISSION

WHEREAS: The City Council of the City of Porterville, at its regular scheduled meeting of June 18, 2019, conducted a continued public hearing to consider whether to modify or revoke Modification No. 1 to Conditional Use Permit 8-74 (PRC 2018-041-C) to allow for a Social Services Facility for the New Porterville Rescue Mission located at 30 S. A Street; and

WHEREAS: The City Council determined that the proposed change of occupancy eliminates the use of the project site as a church. This in turn deems moot the original Conditional Use Permit (CUP 8-74), which authorized the expansion of a church on the subject property; and

WHEREAS: To clearly record the appropriate and allowed uses and occupancy of the subject site and structures, the original approvals must be replaced with conditions of approval focused on the establishment and operation of a Social Services Facility; and

WHEREAS: On May 29, 2019, the Environmental Coordinator made a preliminary determination that the project is exempt from California Environmental Quality Act pursuant to §15301, Existing Facilities in that there is no proposed expansion to the existing building; and

WHEREAS: The City Council of the City of Porterville received testimony from all interested parties related to said Conditional Use Permit; and

WHEREAS: The City Council made the following findings:

1. That the proposed project will advance the goals and objectives of, and is consistent with, the policies of the General Plan and any other applicable plan that the City has adopted:

The proposed project is consistent with the Housing Element's goal to provide a variety of housing types. Further, the subject site is consistent with the Zoning Standards for DRM-3 (Downtown High Density Residential) zone and the General Plan Land Use Designation of High Density Residential. The General Plan promotes a mix of residential neighborhoods to provide for a mix of housing types to serve the needs of all Porterville Residents. Additionally, it supports community facilities that are appropriate for a residential environment, including residential care and alcoholism or drug abuse recovery or treatment facilities.

2. That the proposed location of the project and the conditions under which it will be operated or maintained will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity:

Conditions of approval are included herein to ensure adequate operational standards are met. The project is located within an existing building and is conditioned so that proposed activities have been evaluated and conditions associated with them be mitigated.

Additionally, the project is conditioned to preserve the public safety, health and welfare to prevent the use from becoming a nuisance and operate the business in compliance with all laws, ordinances and regulations. In the event that any condition of approval is violated, the City Council may modify or revoke the conditional use permit.

3. This project is exempt from CEQA pursuant to §15301, Existing Facilities in that there is no proposed expansion to the existing building.

NOW, THEREFORE, BE IT RESOLVED:

1. Resolution 10-2019, which approved Modification No. 1 to Conditional Use Permit 8-74 to allow for a social services facility for the New Porterville Rescue Mission is hereby revoked.
2. Planning Commission Resolution 606, which approved Conditional Use Permit 8-74 to construct a social and Sunday school building as an addition to an existing church building at 30 South A Street is hereby revoked.

BE IT FURTHER RESOLVED: That the City Council of the City of Porterville does hereby approve Conditional Use Permit 2018-041-C subject to the following conditions:

1. Social Service Facilities shall be located, developed and operated in compliance with the following minimum standards. All Social Services Facilities shall provide: adequate and accessible sanitary facilities, including lavatories, rest rooms and refuse containers; sufficient patron seating facilities for dining, whether indoor or outdoor; effective screening devices such as landscaping and masonry fences in conjunction with outdoor activity areas; a plan of operation, including but not limited to, patron access requirements, hours of operation, security measures, litter control, and noise attenuation.
2. Evidence of compliance with all Fire Safety regulations shall be provided within the timeframe established herein:
 - i. On or before June 21, 2019: Submit plans for sprinkler and smoke detection building permit
 - ii. On or before July 12, 2019: Pull the permit to begin construction
 - iii. On or before August 12, 2019: Final inspection of the sprinkler and smoke detection system, complete with testing
3. A plan for compliance with all applicable Building regulations, as well as improvements required pursuant to Section 301.09 of the Development Code (referenced above in Condition #1) shall be provided by August 13, 2019, including timeframes for completion of necessary improvements.

4. Upon approval of this permit, any future change in operation which substantially alters the conditions or nature of the subject business as identified in the Operations Plan (Exhibit A), will require approval by the City Council.
5. Unless an extension of time is granted by the City Council, the conditional use permit shall expire two years after the date of approval if the activity is not active or actively pursued. The City Council may approve a one year extension of any permit or approval granted under this ordinance upon receipt of a written application with the required fee before the permit expires.
6. The applicant shall operate the establishment in such a manner as to preserve the public safety, health and welfare, to prevent the use from becoming a nuisance and operate the business in compliance with all laws, ordinances and regulations. In the event that this or any other condition of approval is violated, the City Council may modify or revoke the conditional use permit as provided in Section 601.10 of the Porterville Development Ordinance.
7. Pursuant to Section 601.10(d) the City Council may revoke the permit if it makes any of the following findings:
 - a. That approval was obtained by means of fraud or misrepresentation of a material fact;
 - b. That the use in question has ceased to exist or has been suspended for one year or more;
 - c. That there is or has been a violation of or failure to observe the terms or conditions of the permit or variance, or the use has been conducted in violation of the provisions of this ordinance, law or regulation; or
 - d. That the use to which the permit or variance applies has been conducted in a manner detrimental to the public safety, health and welfare or so as to be a nuisance.
8. Pursuant to Porterville Development Ordinance 300.09, Outdoor Storage is not permitted within the DRM-3 zone (all storage shall be within an enclosed building). Additionally, Resolution 14-2014 does not allow the use of cargo containers in residential zone districts. The two cargo containers present on site must be removed. Both of the existing storage sheds will be required to be relocated outside of the setbacks and would count towards the permitted two accessory structures.
9. The applicant proposes the sale of goods and merchandise as a means of financial support. Retail sales are not permitted in the DRM-3 zone. Section 301.21 allows for temporary uses to include non-profit fund raising. Fund raising sales by a non-profit organization are limited to seven consecutive days, twelve times a year. Merchandise must be stored appropriately on non-sale days. Outdoor Retail Sales must be done in accordance with Section 301.12 of the Porterville Development ordinance and in compliance with the California State Board of Equalization.
10. The temporary use of tents for overflow of patrons may be permitted during the winter months, provided that the usage and assembling of tents be opposite of office hours, erecting tents after 7 p.m. and removing them before 7 a.m.

11. At all times, the facility shall be operated and maintained to comply with State Laws, the City of Porterville Development Ordinance, adopted Building and Fire Codes and all other applicable laws and ordinances.
12. The entire site shall be maintained free of refuse, debris, or other accumulated matter and shall be kept in good repair at all times and in an otherwise neat and attractive manner.
13. Beginning with the final inspection on or before August 12, 2019, and every August thereafter, the facility will be subject to an annual inspection by the Porterville Fire Department.
14. Beginning with the meeting of August 20, 2019, and every February and August thereafter until further ordered by the Council, the applicant's compliance with this Conditional Use Permit will be reviewed by the City Council.

PASSED, APPROVED AND ADOPTED this 18th day of June, 2019.


Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By 
Patrice Hildreth, Chief Deputy City Clerk

MAY 2019

Community Development Department

MAY 20 2019

0Y

The shelter provides approximately 75-100 meals per day we accommodate special dietary such as heart healthy diets, allergies, etc. to the community which we serve. Please see attachment PRM #2 for shelter feeding schedule and meals prepared.

4. **Our men's long-term facility currently holds 18 total occupants. That includes our long term residential and emergency shelter beds. Our women's facility holds 8 total occupants. Which also includes long term residential and emergency shelter beds.**
5. **For housing dormitory layout for the bed arrangements please see attachment PRM#1**
6. **Our Long-term residency program is a 6 month to 1 yr housing facility. Our emergency shelter provides emergency services for up to 72 hours.**
7. **The Porterville Rescue Mission has taken a "Housing First" approach. We offer safety and protection from the hardships of homelessness. We believe that once the immediate burden of homelessness is lifted, it allows for participants to focus, and initiate a plan of action towards self-sufficiency.**
 - a. **We welcome our community by providing 72 hours of emergency food and shelter services. The Porterville Rescue Mission also facilitates a 6 month to 1 yr residency Program.**
 - b. **We offer meals to the homeless and needy, but we welcome our entire community, please see attachment PRM#2 for a more details on the food services provided.**
 - c. **We offer showers to the public during regular business hours. Long term residential participants have access to onsite laundry facilities. We provide essential hygiene products, and participants are allowed laundry detergent**
 - d. **We provide onsite Resume building workshops, on the job training and employment plugs. For those participants that may not be eligible for employment due to current circumstance we offer referrals to the qualifying organizations. Which may include but are not limited to; SSI Social security, Mental Health, Tulare works, Family crisis center**
 - e. **. We continue our support towards the participants personal goals, by allocating individual case managers. It allows us to advocate and address the specific needs of each participant.**
 - f. **We assist with transportation to and from scheduled legal/doctor/ and or personal appointments, AA/NA/ other meetings and court proceedings.**
8. **Hours of operation are as follows**
 - a. **Office hours 7am-7pm**
 - b. **24-hour onsite staff**
 - c. **24-hour emergency telephone services**
 - d. **7pm to 7am overnight staff**
9. **Staffing needs are as follows;**
 - a. **CEO/Director**
 - b. **Human and community resource specialist**
 - c. **Finance and accounting specialist**
 - d. **Intake specialist**
 - e. **Volunteer service coordinator**
 - f. **Maintenance in house**
 - g. **Grounds and lawn service maintenance/mechanic**
 - h. **Case manager for men's facility**
 - i. **manager for women's facility**
 - j. **lead**

- k. Housing program manager for women's facility
- l. Housing program manager for men's facility
- m. Kitchen lead staff and meal planner
- n. Kitchen cook
- o. Kitchen assistant 1
- p. Kitchen assistant 2

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

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 18th day of June, 2019.

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

Council:	PEÑALOZA	WARD	FLORES	STOWE	REYES
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk



By: Fernando Gabriel-Moraga, Acting Deputy City Clerk



CITY COUNCIL AGENDA – AUGUST 15, 2023

SUBJECT: Animal Control Commission Report

SOURCE: Police

COMMENT: Police Department staff have received a request from the Porterville Animal Control Commission (PACC), specifically relating to their desire for a few changes/additions to the Porterville Animal Control Unit and the new Animal Control building soon to be completed. The PACC's requests are as follows:

1. Name the new animal shelter "Augie Gonzalez Memorial Porterville Animal Shelter."

The loss of the late Augie Gonzalez, the previous Porterville Animal Control Supervisor, was not only tragic, but it affected the Police Department, the residents of Porterville, and the PACC. The PACC believes Augie's dedication to the residents of Porterville and the animal shelter should be recognized, and they believe this recognition should come by way of naming the new animal shelter after him. The PACC would like all Porterville residents and shelter employees for generations to come to remember Augie, and dedicating the building to him is their way of thanking him for his service.

2. Rename "Porterville Animal Control" to "Porterville Animal Services."

The PACC believes the Animal Control Unit is a service-oriented unit, and not merely a place to house, or "control", animals. The PACC believes the unit is staffed by wonderful people who are excellent at what they do, and they perform a great "service" rather than "control" the animals.

3. Rename "Porterville Animal Control Commission" to "Porterville Animal Services Commission."

In line with the renaming of the Porterville Animal Control Unit to Porterville Animal Services, the PACC would like to rename the commission to the Porterville Animal Services Commission.

In regard to the request to name the new animal shelter after Augie, Department staff agrees with the PACC that Augie should be recognized as a valuable and dedicated City employee who cared greatly about the residents of Porterville and the animals sheltered. However, there have been many great and much-appreciated people that have contributed to the City's success that have not had entire buildings named after them. For instance, Pete McCracken and Jay Coleman dedicated much of their time to the City, and to recognize them, rooms at City Hall have been dedicated to them. It is the Department staff's recommendation, based on past practice, the City could consider doing the same for Augie, by either dedicating a conference room at the new animal shelter

and/or displaying a plaque or memorial near the entrance.

Regarding the PACC's request to rename Porterville Animal Control to Porterville Animal Services, Department staff agree with the PACC. The Porterville Animal Control Unit provides a much-needed service to the city, its residents, and animals. The unit is not in the business of controlling animals, but in the business of providing a much needed service to the animals, animal owners and the community.

Should the name change from Porterville Animal Control to Porterville Animal Services be granted, the commission title should also change from the Porterville Animal Control Commission to the Porterville Animal Services Commission.

RECOMMENDATION: Information Only

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – AUGUST 15, 2023

SUBJECT: Authorization to Purchase Replacement Repair Materials for City Well No. AP-1

SOURCE: Public Works

COMMENT: The City Well No. AP-1, located at the Porterville Airport, has experienced an operational failure. The operational demands of the water system depend on all wells being operational, so it is imperative to restore the operation of this well. Failure to correct this issue would affect the City's overall water system pressure and production capabilities during the summer months.

The City's Public Works Department Water Utility Division staff pulled this well and accessed its current condition, which resulted in the need to replace the submersible pump, motor, and electrical wiring. Staff requested three quotes from three different pump companies and received three quotes back for the replacement motor, pump bowls, and new wire:

Company:	Total:
S.A. Camp and Drilling Company	\$15,636
Zim Industries	\$11,504
Carver Pump	\$11,039

Carver Pump Company was identified as the lowest bidder for the replacement materials. Staff's recommendation is to proceed with the purchase of repair materials for AP-1 from Carver Pump Company at a cost not to exceed \$12,143 (inclusive of all parts, taxes, labor, and a 10% contingency). The funding source for the purchase of replacement parts will be funded by Water Operating Fund.

RECOMMENDATION: That the City Council:

1. Direct the Finance Director to initiate a Purchase Order to Carver Pump Service in an amount not to exceed \$12,143 for the cost of the replacement motor for City Well No. AP-1; and
2. Direct the Finance Director to make payment to Carver Pump and Drilling Company upon receipt of the invoice approved by the Public Works Director.

ATTACHMENTS:

1. S.A. Camp Pump and Drilling Company Quote
2. Zim Industries Inc. Quote
3. Carver Pump Service Quote
4. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

S. A. CAMP PUMP AND DRILLING COMPANY
P.O. BOX 82575 BAKERSFIELD CA 93380-2575
17876 ZERKER RD BAKERSFIELD CA 93308
PHONE (661) 399-2976 FAX (661) 399-8063 CA LIC# 346951
----ESTIMATE----

CUSTOMER: CITY OF PORTERVILLE
ATTN: JOHNNY
SUBJECT: 50 HP SUBMERSIBLE

DATE: 8/03/23
PHONE: 559-756-2515

QTY	DESCRIPTION	AMOUNT
-----	-------------	--------

1	50 HP 460 VOLT 6" HITACHI MOTOR	
500'	#4 WIRE	
2	#4 SPLICE KITS	
2	#6 SPLICE KITS	
2	#8 SPLICE KITS	

TOTAL AMOUNT WITH 9-1/4% SALES TAX...	\$15,636.41
--	--------------------

QUOTED BY: JOSE FELIX

SALES ORDER

**ZIM INDUSTRIES INC.**

4545 E. Lincoln • Fresno, CA 93725

09503

DATE 8-8-23SOLD TO City of Porterville

SHIP TO _____

ADDRESS Quote

ADDRESS _____

CITY _____ STATE _____ ZIP _____

CITY _____ STATE _____ ZIP _____

PHONE # 558 756-3515

TERMS _____

Attn: Jon Pruitt

SALESMAN	P.O. #	SHIP VIA	DATE REQUIRED	F.O.B.
----------	--------	----------	---------------	--------

QUANTITY	STOCK #	DESCRIPTION	PRICE	PER	AMOUNT
1					
2	1	50 H.p. 460V Sub motor			6976 00
3	500'	4-3 Flat Jacketed sub cable	7 20	FT	3600 00
4	2	#4 splice kits	19	EA	38 00
5	2	#6 splice kits	15	EA	30 00
6	2	#8 splice kits	8	EA	16 00
7		Material Sub Total			10,541 19
8		Subs Tax 7.98%			850 19
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
BUYER		TOTAL 11,541 19			



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

LOCATOR MAP

DRAWN BY	GG
CHECKED BY	
SCALE	1" = 200'
DATE	8/8/2023

SHEET
1
OF
1



CITY COUNCIL AGENDA – AUGUST 15, 2023

SUBJECT: Authorization to Purchase Specialized Equipment - Grit Blowers

SOURCE: Public Works

COMMENT: The City's Public Works Department Wastewater Treatment Facility (WWTF) Division is requesting authorization to replace two grit blowers that have reached the end of their service life. The grit blowers are a vital part of the treatment system and are used to remove inorganic matter present in the wastewater and for the pre-aeration of wastewater. The new grit blowers will improve the overall efficiency and performance of the grit removal treatment system.

The WWTF staff requested and received three quotes for the grit blowers. The quotes are for one blower.

Ferguson Enterprises - DBA Pollardwater	\$5,076.95 (freight included)
Environmental Water Solutions, Inc.	\$5,300 (freight not included)
Universal Blower Pac, Inc.	\$5,336 (freight included)

Ferguson Enterprises - DBA Pollardwater has been identified as the vendor to submit the lowest quote for the purchase of two grit blowers. The expenditure for the purchase of the blowers, in the amount not to exceed \$12,167, which includes two grit blowers, freight, taxes, and a ten percent (10%) percent contingency, will be funded from the Fiscal Year 2023-2024 Wastewater Operating Budget.

RECOMMENDATION: That the City Council:

1. Award the purchase of two grit blowers to Ferguson Enterprises - DBA Pollardwater for an amount not to exceed \$12,167, which includes freight, taxes, and a ten percent (10%) contingency;
2. Direct the Finance Director to initiate a Purchase Order to Ferguson Enterprises - DBA Pollardwater for an amount not to exceed \$12,167, which includes freight, taxes, and a ten percent (10%) contingency; and
3. Direct the Finance Director to make payment to Ferguson Enterprises - DBA Pollardwater upon receipt of an invoice

approved by the Public Works Director.

ATTACHMENTS: 1. Grit Blower Quotes

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



FERGUSON ENTERPRISES LLC #3325
FERGUSON ENT- DBA POLLARDWATER
2907 BRANDT AVE
NAMPA, ID 83687-6857
Phone: 800-437-1146
Fax: 516-746-0852

Deliver To:
From: Todd Switzer
Comments:

10:29:29 JUL 05 2023

Page 1 of 1

FERGUSON ENTERPRISES LLC #3325

Price Quotation

Phone: 800-437-1146

Fax: 516-746-0852

Bid No: B128369
Bid Date: 07/03/23
Quoted By: AJW

Cust Phone: 559-782-7456
Terms: NET 10TH PROX

Customer: CITY OF PORTERVILLE
291 N MAIN ST
PORTERVILLE, CA 93257

Ship To: CITY OF PORTERVILLE
555 N PROSPECT ST
PORTERVILLE, CA 93257

Cust PO#: QUOTE

Job Name: EMAIL

Item	Description	Quantity	Net Price	UM	Total
SP-GAEMJSA0183	SUTORBILT 5MSQ-RHBD LEAD TIME 8-10 WEEKS	1	4901.000	EA	4901.00

Net Total: \$4901.00
Tax: \$0.00
Freight: \$0.00
Delivery: \$175.95
Total: \$5076.95

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

WATER FLOW RATE NOTICE: Lavatory Faucets with flow rates over 0.5 GPM are not allowed for 'public use' in California.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=3325&on=50387>



UNIVERSALBLOWERPAC.COM
HYBRIDBLOWER.COM

Universal Blower Pac Inc
440 Park 32 West Drive
Noblesville, IN 46062-9252
United States of America

Ph: 317-773-7256

Fax: 317-776-5086

Quote

ID: U230714 PORTERVILLE

Date: 14-Jul-23

To

City of Porterville
291 N Main Street
Porterville, CA 93257
United States of America

Quote To

City of Porterville WW Treatment Facility
1333 W Grand Avenue
Porterville, CA 93257
United States of America

Ph: 559-782-7499

Terms		Ship Via		Salesperson
		Best Way		
Quantity	Description	Unit Price	Amount	
	We are pleased to quote the following as requested:			
1	Line: 001 Part: SUTORBILT LEGEND 5MSQ-RHBD-S L GAEMJSA0183 ea	Expiration Date: 12-Sep-23 Rev: \$4,901.00		
1	Line: 002 Part: SHIP FEE ea	Expiration Date: 12-Sep-23 Rev: \$435.00		
	SUTORBILT LEGEND 5MSQ-RHBD-S LS GRS-SPL List price \$4,901 with current est. ship date of Sept. 18. Units shipped assembled to the extent allowable by trucking. All package equipment finish painted and skid mounted for shipment. Thank you for the opportunity to quote.			



July 13, 2023

Quotation #: 23-0711-JH-04

DANIEL HARRIS
CITY OF PORTERVILLE
291 N. MAIN STREET
PORTERVILLE, CA. 93257

PH: 559-782-7501 FAX:
EMAIL: dharris@ci.porterville.ca.us

Dear DANIEL HARRIS,

Per your request, Environmental Water Solutions, Inc. is pleased to quote on the following for your favorable consideration.

Item	Qty	Part #	Description	Unit Price	Ext. Price
1	1	GAEMJSA0183	SUTORBILT LEGEND 5MSQ-RHBD-S LS GRS-SPL	\$5,300.00	\$5,300.00
				Total	\$5,300.00

Price Does Not Include Tax or Freight

Shipment: Units can be shipped in approximately 8 weeks from factory (transit time will vary), subject to prior sale and/or current shop load. Lead time may be adjusted at time of order.

ExWorks: Factory - Gardena

Freight: Pre-Pay & Add

Terms: Net 20 Days / Based Upon Credit Approval

Price Validity: 10 days from the date of this quote.

Cancellation Charges Apply

The attached Environmental Water Solutions, Inc. standard terms and conditions of sale apply to this quote.

Thank you for giving us the opportunity to quote the above. We look forward to completing this order to your satisfaction.

Regards,
Joel Herzog
Customer Service

Accepted By – Name: _____ Purchase Order #: _____

Signature: _____ Date: _____

13720 Cimarron Avenue
Gardena, CA 90249
Phone: 310-667-4390 Fax: 310-667-4395



CITY COUNCIL AGENDA – AUGUST 15, 2023

SUBJECT: Authorization for Printer/Copier Replacement at the Police Department

SOURCE: Police

COMMENT: The Police Department currently has a commercial-grade Kyocera printer/copier/scanner (CP17 Kyocera TA 6501) in the Records Unit, which is a 65-page-per-minute black and white model that comes with a dual-scan document processor, dual-1,500 sheet paper drawers, in addition, the standard dual-500 sheet drawers and a 150-sheet bypass, 4,000 sheet finisher, and fax.

Department staff have spoken to the Kyocera Representative and the current Department printer has been in service for more than ten (10) years. Due to its age, as well as ever-changing technology, servicing this item and obtaining parts to repair it is very difficult, if not in some cases impossible. Therefore, Department staff are seeking to replace it with a printer also capable of color printing.

California Business Machines is an established City vendor and authorized seller of Kyocera and operates under OMNIA Contract Pricing. Staff worked on a quote with California Business Machines for a TA 5054ci Color MFP, which has the same features as described above, with the exception that it operates in color and is a 50-page-per-minute model. Based on the Department's past year's average monthly volume of 7,000 pages per month, this model is suitable for speed and durability. This 50-page-per-minute speed model is rated to perform well with this volume range and much more.

Although Kyocera prices have increased in the past several months, California Business Machines was able to hold the price at \$7,510.00 plus tax. California Business Machines anticipates the equipment shipping and delivery within thirty (30) days or less of approval from the City Council.

California Business Machines has a Cost Per Page for Full-Service Maintenance Prices. However, as long as the City continues to have its copiers serviced through California Business Machines, they will bill for the Department's actual use each month - and not require the minimum base mentioned.

Staff were provided the Kyocera's OMNIA Cooperative Contract Pricing for the model that meets the Department's needs. OMNIA Partners, Public Sector is the most experienced cooperative purchasing organization for state and local governments. Since this contract has been competitively solicited and publicly awarded, it provides the lowest pricing while eliminating any need for multiple

pricing or bids. California Business Machines works in conjunction with OMNIA and is honoring the OMNIA Competitive Contract pricing. This allows California Business Machines to invoice, service, and support the printer directly.

Staff is requesting to purchase the Kyocera TA 5054ci from California Business Machines for the amount of \$7,510.00, which does not include tax. Funds for this purchase are available in the Department's budget.

RECOMMENDATION: That the City Council authorize the purchase of a copy machine for the Police Department from California Business Machines utilizing Department budgeted funds in the amount of \$7,510.00, plus the applicable sales tax.

ATTACHMENTS: 1. California Business Machines Proposal

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: John Lollis, City Manager

California Business Machines

PROPOSAL for Sarah Isch to replace CP17 Kyocera TA 6501

Porterville, Police Department

California
Business Machines
Taking Care of Valley Businesses for Six Decades

August 2, 2023

KYOCERA TASKalfa 5054ci COLOR DIGITAL IMAGING SYSTEM

FEATURES:

- 50 PAGES PER MINUTE (Color and Black & White)
- STANDARD NETWORK PRINT, COPY, SCAN AND NETWORK FAX
- NEW 10.1" COLOR TOUCH SCREEN PANEL
- USB HOST INTERFACE / PRINT FROM AND SCAN TO USB MEMORY DEVICES
- APP WHICH ALLOWS YOU TO PRINT FROM AND SCAN TO APPLE & ANDROID DEVICES
- KYOCERA'S HyPAS ALLOWS ACCESS TO MANY POWERFUL BUSINESS APPLICATIONS
- APPLE AIRPRINT/GOOGLE CLOUD PRINT/KYOCERA MOBILE PRINT
- 320 SHEET DUAL SCAN DOCUMENT PROCESSOR (Scans Up to Images Per Minute)
- 4,000 SHEET ALL POSITION STAPLING FINISHER
- STACKLESS DUPLEX UNIT (Up to 999 2-Sided Copies Per Scan)
- 5 WAY PAPER FEED (4,150 Sheets)
- 2-500 SHEET USER ADJUSTABLE DRAWERS (Up to 140 Lb. Index Stock)
- 150 SHEET MULTI-PURPOSE ADJUSTABLE BYPASS (Up to 110 Lb. Cover Stock)
- DUAL-1,500 SHT LETTER SIZE DRAWERS
- 1200 X 1200 DPI UNENHANCED PRINT RESOLUTION; 4800 X 1200 ENHANCED RESOLUTION
- UP TO 12" X 18" PAPER SIZE / BANNER PRINTS UP TO 12" X 48"
- POSTER MODE



CASH PURCHASE (same as OMNIA Contract)

\$7,510.00 Plus Tax

*INCLUDED:

- SET-UP, DELIVERY, NETWORK INSTALLATION, INSTRUCTION, AND CUSTOM SURGE AND NOISE PROTECTION.
- A COMPREHENSIVE MAINTENANCE AGREEMENT INCLUDING ALL PARTS, LABOR, AND SUPPLIES, (Except Paper and Staples), IS AVAILABLE FOR \$0.0085 B&W AND \$0.049 Color Pages

4260 N. FRESNO STREET, FRESNO, CA 93726
TERI BRYMER / 225-5571 DIRECT



CITY COUNCIL AGENDA – AUGUST 15, 2023

SUBJECT: Security Fencing and Gates Around the Police Department

SOURCE: Police

BACKGROUND:

COMMENT: Police facilities need to provide distinct parking for two separate groups - the general public on one hand, and law enforcement on the other. Parking for the public requires openness to create a welcoming and inviting approach to the facility. By contrast, parking for law enforcement personnel requires security to protect vehicles, computer systems, the communication tower and other law enforcement property while also protecting personnel from those who may wish to do them harm.

In staff research, an enclosed parking area generally provides the most secure environment for Police personnel. The following are some features of a well-designed secure parking lot, many of which are built upon the principles of CPTED, or Crime Prevention Through Environmental Design.

Perimeter Protection. The entire perimeter of the secure parking area should be surrounded by an anti-climb fence. An anti-climb fence is a type that provides no handholds or footholds that might aid a potential climber. Another feature of an anti-climb fence is that it does not allow a person to wrap an object (towel, jacket, rope, etc.) around the top to be used to help hoist them up and over. Privacy screening should be integrated into all sides of the fence that have views into the secure parking lot.

Landscaping can also be used to protect the secure parking area. Swales and thorny bushes, such as barberry or holly, should be provided on the immediate exterior of the fence to form a natural barrier. Larger trees should be set back at least ten (10) feet from the fence perimeter. If trees are closer than ten (10) feet, they should be pruned so that climbable branches are at least ten (10) feet from the ground. The Police Department currently has this type of landscaping around the exterior of the parking area.

Site Location and Layout. Location and layout are also important aspects of a secure parking area. Sightlines from public areas into the parking lot should be prevented. The parking should be situated in the rear of the Police facility, or on the side. It should not face any uphill areas, higher-rise buildings, or other elevated areas that could provide an opportunity for a shooter to see over the perimeter fence.

The secure parking area should have total closed-circuit television (CCTV) coverage with the camera feed monitored live in the facility's main Communications Center. The use of 360-degree cameras or pan-tilt-zoom (PTZ) cameras is also recommended so that personnel monitoring the parking area from the Communications Center can concentrate on areas of interest. All exterior cameras should have infrared technologies for night use.

Keep Police Personnel Safe

The primary duty of law enforcement personnel is to safeguard the lives and property of members of the community. The design principles and technologies discussed above can, in turn, help protect those who serve to protect the community.

Currently, the Police Department facility has several of these desired designs of a secure parking lot in place. The Department has an approximate four-foot cinderblock wall bordering the east and south parking lots of the Department. However, there are no barriers at the two ingress and egress points situated along Hockett Street and Thurman Avenue. The parking lot is utilized by on-duty personnel and houses both Departmental and personal vehicles. The east side and south sides of the Police facility also have three entry and exit doors utilized by personnel at any given time and serve as the main points for Officers to respond to their Police and Detective units. Staff has identified the necessity to secure the parking lot, which includes elevating the current cinderblock wall and adding security gates to the ingress and egress points for Officer safety reasons.

Over the years, the Department has experienced a wide array of individuals walking into the parking lot with the ill intent of either damaging property or engaging in thievery. Additionally, due to the height of the existing wall, individuals can easily climb over it and into the parking lot near areas where Department personnel may be present and engaging in Police activity. If approved, the fence height approval and security gates will help eliminate any future threatening situations and help keep the Officers and City property safe.

Due to the Department being in the Downtown corridor, permission for this type of fencing is required. The Zoning Administrator provided relief to accommodate the height of the proposed security fence in accordance with Porterville Municipal Code Chapter 21 Development Code § 610.02(b).

Staff contacted three companies and received two quotes for the project. The third company located in Visalia was non-responsive. The following quotes were obtained:

Anderson Fence Company – \$141,624.12
Chiapa Welding, Inc., - \$79,455.00.

Funding for this project is available in part from the Police Departments Asset Forfeiture Account, and the remaining balance is available in the Police Department budget.

ANALYSIS:

ENVIRONMENTAL
REVIEW:

RECOMMENDATION: That the City Council:

1. Authorize Police Department staff to negotiate the security fencing project with Chiapa Welding, Inc., for a total cost not to exceed \$79,455.00. as well as a ten percent (10%) contingency for the total purchase; and
2. Authorize payment to Chiapa Welding, Inc. upon project completion.

ATTACHMENTS:

1. Anderson Fence Co. Quote (Fencing)
2. Anderson Fence Co. Quote (Entrance Gates)
3. Chiapa Welding, Inc. Quote

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: John Lollis, City Manager



784-2112
FREE
ESTIMATES



All Types of Fencing - Installations & Materials
770 So. Main St., Porterville, Ca. 93257

Height:	3'	Name:	City of Porterville
Length:	559'	Address:	291 N Main St
Type of Material:	Wrought Iron Pre-galv Powder coated	City:	Porterville, CA 93257
Top Rail:	1 ½"	Phone:	(559)333-6169 Jordan
End Posts:	3"	Job Address:	Porterville Police Department
Line Post:	3"	Date:	02/24/2023
Gates:	2 - 25'x7ft Roll Gates	PRICING	
		Fencing:	79,010.38
		Gates:	27,752.52
		Extra:	
		Total:	\$106,762.90

Proposal to furnish all labor and materials needed to install 3' tall wrought iron panels on to of block wall with two 25' roll gates.

Customer hereby assumes full responsibility for the location of the line upon which said fence material are to be installed, and agrees to be responsible for moving any shrubs, foliage, or existing fencing and for leveling ground. NOTE: Full payment due on job completion, 1 ½% per month interest charged on overdue accounts. 18% per year.

Approved and Accepted

Contractor

Customer

Date

Lic. # 933770



784-2112
FREE
ESTIMATES



All Types of Fencing - Installations & Materials
770 So. Main St., Porterville, Ca. 93257

Quote Good Till 2/24/2023
4/25/2023

Entrance Gates

UL 325 Compliant Gate Operator Estimate

Line#	Description	Qty	Price	Ext Price
1	Maximum Controls Rhino	2	3,500.00	7,000.00
2	IR-MON photo eye	2	425.00	850.00
4	EDGE	4	325.00	1,300.00
5	Saw cut Loops / 2 detectors each	4	1,050.00	4,200.00
8	Antenna/click 2 enter	2	1,300.00	2,600.00
9	Wire shielded 4c 18ga Lvolt	185	2.69	497.65

Options:

Slidedriver Hydraulic Operator Add 42,000.00

Material Only	16,447.65
Tax	1439.17
Sub Total	17,886.82
Labor	16,975.00
Total	\$ 34,861.82

Price does not include pulling permit, running power.

Chiapa Welding, Inc.

276 E Grand Avenue Porterville CA 93257
559-781-2055 559-784-3400 or 661-324-5404
Fax 559-781-1150 Cell 559-359-3156
Contractor's License #523004 www.chiapawelding.com
E-mail: chiapawelding@hotmail.com
Since 1978

To : Porterville P. D. / Carl Jordan
Phone: 333-6169
E-mail: cjordan@ciporterville.ca.us

Date: 3/30/23
From: Chris Day

ESTIMATE FOR GATES WITH OPENERS AT PORTERVILLE POLICE DEPARTMENT

Bid #1, gates & openers:

The fabrication & installation of 2 black gates, approximately 28' wide x 87" tall, design to be similar to gates at Fire Dept off of Jaye St.

Gates to be slide style, will mount to outside of block wall.

The installation of 2 concrete strips along outside of wall for gate track to mount to, approximately 27' long x 8" wide x 8" deep.

The installation of 1 exit, 1 safety loop per gate, these to be saw cut into asphalt & sealed with asphalt sealant.

The installation of 2 Liftmaster 24 volt gate operators with battery backup.

The installation of 2 radio key up click for gate entry with radios.

The installation of 2 Knox boxes for emergency access, 1 per gate.

Does not include electrical to gate operator, this to be done by others.

Not bid at prevailing wage rate.

Total estimate \$38,985.00

Bid #2, commercial fencing:

The installation of 32" x 94" wide wrought iron panels, installed on top of wall, approximately 560'.

Panels 1 1/2" top & bottom rails 3/4" pickets & 2" posts.

Posts will be installed to top of wall with base plates & concrete anchors.

Pre-galvanized / powder coated black panels, weld & base plate connections to be primed & painted black.

Installation of 560' of 30" x 96" powder coated 16 gauge steel sheets to inside of fence. Sheets to be screwed to panels & posts.

Total estimate \$40,470.00

Total for bids 1 & 2 \$79,455.00

By signing this authorization you have read and checked the sketches and specifications of this proposal. You have also agreed to pay a deposit if required, and to pay the remaining balance upon completion of the project, or to pay how it is outlined in the proposal. In the event of legal action to enforce this agreement or to collect on the account, the prevailing party will be entitled to attorney's fees. The maximum interest allowed by law will be added to accounts not paid in 30 days. All material and parts used in project will remain property of Chiapa Welding Inc. until full payment for such project is received. If we damage any water, electrical or gas lines during installation, there will be an extra charge to repair them.

Name: _____

Signature: _____ Date: _____



CITY COUNCIL AGENDA – AUGUST 15, 2023

SUBJECT: Authorization to Distribute Request for Qualifications (RFQ) for On-Call Right-of-Way and Appraisal Consulting Services

SOURCE: Community Development

COMMENT: Pursuant to City Council Resolution No. 13-2018, the City utilizes the selection and contracting procedures detailed in Chapter 10 of the Caltrans Local Assistance Procedures Manual to procure consultant contracts in the event a project involves State or Federal funds. Professional services are contracted through demonstration of competency and qualifications-based standards to ensure compliance with the Brooks Act and Government Code governing professional standards. Since 2019, the City has maintained on-call consulting services contracts with three consulting firms to provide right-of-way and appraisal services. On-call consulting services contracts must be circulated on an on-going basis, not to exceed five years, to provide fair and open competition. Staff is seeking authorization to distribute a Request for Qualifications (RFQ) for said services.

The services to be rendered would consist of, but not be limited to, the preparation of appraisal and acquisition documents and other related items as necessary to comply with the Uniform Act, and would be utilized on a number of projects identified in the City's Capital Improvement Plan that require specialization outside of the scope that the Department is able to perform with its own staff. Although the Community Development Director or designee will review the consultant's work, the selected consultants must have a substantial working knowledge on the Uniform Relocation and Real Property Acquisition Policies Act and State eminent domain law, and possess appropriate appraisal licenses in accordance to the degree, complexity and value of the appraisal required. Lastly, in response to increased regulatory guidance from Caltrans for State and Federally funded transportation projects, consultants must possess the ability to prepare all documents in a manner compliant with Caltrans' Local Agency Procedures and Right-of-Way Manuals.

RECOMMENDATION: That the City Council authorize staff to distribute a Request for Qualifications for on-call right-of-way and appraisal consulting services.

ATTACHMENTS:

1. Draft Request for Qualifications
2. Resolution No. 13-2018

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Assistant City Manager

Final Approver: John Lollis, City Manager



REQUEST FOR QUALIFICATIONS

On-Call Right of Way and Appraisal Services

PREPARED BY:
DEPARTMENT OF COMMUNITY DEVELOPMENT
AUGUST 2023

APPROVED BY:

JASON RIDENOUR
Assistant City Manager

I INTRODUCTION AND OBJECTIVES:

The City of Porterville (hereinafter referred to as "CITY") is requesting statements of qualifications (SOQs) to establish a list of competent consultants to provide on-call right of way and appraisal services for multiple Capital Improvement Projects through task orders on an as-needed basis.

II EXAMINATION OF REQUEST FOR QUALIFICATIONS (RFQ) DOCUMENTS:

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

III ADDENDA/CLARIFICATIONS:

Any CITY changes to this Request for Qualifications (RFQ) will be made by written addendum. No verbal modification shall be binding.

IV SOQ REQUIREMENTS:

Submittal: One PDF version must be received by:
4:00 p.m., Friday, September 15, 2023

Addressed to: Community Development Department
City of Porterville
Attention: Jason Ridenour
ecdev@ci.porterville.ca.us

Email Subject: “RFP No. _____ On-Call Right of Way and Appraisal Services”

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

INQUIRIES:

RFQ's may be inspected and electronically downloaded at no cost, at the Public Purchase website, <https://www.publicpurchase.com>. No copies of said documents will be provided by the City. All addenda and correspondence during the bid process will be handled electronically through the Public Purchase website. Proposals can also be submitted by email in a PDF format to ecdev@ci.porterville.ca.us.

Questions regarding this project are due no later than Wednesday, September 13, 2023.

The City of Porterville is an Equal Opportunity Employer.
The City reserves the right to reject any and all SOQs, which do not meet the requirements of this RFQ and/or any portion of the requirements of this project.

V PRE-CONTRACTUAL EXPENSES:

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

Pre-contractual expenses are defined as expenses incurred by the CONSULTANT in:
1) preparing and reproducing its proposal in response to this RFQ; 2) submitting its proposal to CITY; 3) negotiating with CITY any matter related to this RFQ and CONSULTANT's proposal; 4) other matters prior to the date of award of a Contract.

VI EXCEPTIONS/DEVIATIONS:

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

VII CONSULTANT REPRESENTATIVE:

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

VIII LOCAL AGENCY REPRESENTATIVE:

Jason Ridenour, Assistant City Manager, shall be the Contract Administrator and contact person for all communications with CITY.

IX INSURANCE REQUIREMENTS:

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

Full liability under Worker's Compensation laws of the State of California

General comprehensive liability (*bodily injury and property damage*)*
Professional liability insurance (*errors and omissions*)*
Automotive liability Insurance*

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

X INDEMNIFICATION:

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

XI SUBCONTRACTING:

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

XII FEDERAL, STATE, AND LOCAL LAWS:

The CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, ordinances, and statutes. In accordance with federal-aid funded projects, Disadvantaged Business Enterprise (DBE) requirements must be met. The DBE participation goal percentage will be established on a project-by-project basis. In addition, contracts shall not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 2 CFR Part 200, and 48 CFR Part 31.

XIII SOQ EVALUATION CRITERIA:

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

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

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

XIV CONSULTANT SELECTION AND INTERVIEWS:

CITY selection committee, consisting of the Contract Administrator and at least two additional staff members familiar with the project requirements, will review all SOQs and rank CONSULTANTS according to their demonstrated competence and professional qualifications as assessed by their response to this RFQ and the evaluation criteria contained in the CITY'S Consultant Selection Rating Form. The highest ranked CONSULTANT(s) may be invited for oral interviews with CITY team. Interviews, if deemed necessary by CITY, are tentatively scheduled for October 4 and 5, 2023. Each participating firm will be contacted via telephone for verification of interview date and time. Failure to be available at the time of a scheduled interview shall be considered non-responsive and shall be cause for elimination from any further consideration. CITY reserves the right to begin negotiations and enter into a Contract without interviews or further discussion.

XV COST PROPOSAL:

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

XVI CONTRACTS/AGREEMENTS:

The successful CONSULTANTS shall enter into upcoming Contracts with CITY that are based on the contents of this RFQ, the CONSULTANT's proposal, and CITY Contract. Where two or more CONSULTANTS desire to submit a single proposal (joint venture), only one CONSULTANT shall be listed as prime CONSULTANT. All others shall be listed as subconsultants. The list of chosen on-call CONSULTANTS is expected to be presented at the City Council meeting scheduled for Tuesday, October 17, 2023. Issuance of this RFQ and receipt of proposals does not commit CITY to award a Contract. CITY reserves the right to postpone award of a Contract for its own convenience, accept or reject any or all proposals received in response to this RFQ, negotiate with any CONSULTANT on the chosen on-call list, and cancel any or all portions of this RFQ and resulting Contract. CITY also reserves the right to award individual or groups of projects to different firms at the sole discretion of CITY.

XVII COMPENSATION:

- A. All items of work required for completion of the projects to result from this RFQ shall be paid for following the cost proposal formats of Caltrans' LPM Chapter 10. Costs for any

and all items not specifically listed, but required to complete the work for projects (including all exceptions and deviations stated included in CONSULTANT's proposal), shall be included as part of the total cost proposed. No additional compensation shall be paid for such items. No additional compensation shall be given for any reproduction costs, except those in excess of the requirements stated in this RFQ. Only a change in scope or any significant task addition or increase shall receive consideration for additional compensation.

- B. If the CONSULTANT feels that any work it has been directed to perform is beyond the scope of the Contract and constitutes extra work, it shall notify CITY in writing within ten (10) days. CITY will review such notice and, if justified, authorize additional compensation to the CONSULTANT on a fair and equitable basis.
- C. Monthly progress payments will be made to the CONSULTANT only upon submittal of invoices to CITY. Said invoice shall indicate the percentage completion of each task, as well as the overall percentage completion of the entire project. In addition, an updated schedule showing tasks and their degree of completion shall be provided.

XVIII OWNERSHIP OF REPORTS AND DOCUMENTS:

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

XIX STATEMENT OF QUALIFICATIONS (SOQ) FORMAT AND CONTENT:

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

A. Firm Experience:

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

B. Consultant Team:

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

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

C. SOQ Format:

1. SOQs shall contain no more than twenty (20) pages, excluding cover sheet, table of contents, index sheets, and resumes. Cover letters will be counted as part of the twenty pages.
2. SOQs should include, but not be limited to, the following:
 - a. Page numbering;
 - b. Table of Contents, if applicable;
 - c. Section dividers with tabs, if applicable;
 - d. Identification of offering firms, including name, address, and telephone number of each firm;
 - e. Prime CONSULTANT organizational chart, which includes subconsultant(s) with names and titles of personnel to be used for this project;
 - f. Acknowledgment of receipt of RFQ addenda, if any;
 - g. Concise, complete response to the technical aspects requested in the "Right of Way Consultant Qualifications and Selection Criteria"; and
 - h. Exceptions to or deviations from the requirements of this RFQ, separating technical exceptions from contractual exceptions. Any alternative approach proposed by the CONSULTANT shall be thoroughly explained and shall meet the objectives of CITY.

RESOLUTION NO. 13-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AFFIRMATION OF THE USE OF CALTRANS LOCAL ASSISTANCE PROCEDURES
MANUAL (LAPM) CHAPTER 10 FOR CONSULTANT SELECTION ON STATE OR
FEDERALLY FUNDED PROJECTS

WHEREAS, Caltrans has notified the City of Porterville that it must use Caltrans procedures to procure consultant contracts whenever a project involves State or Federal funds; and

WHEREAS, Caltrans has also notified the City of Porterville it can place sanctions against the City and put on hold all future State and Federally funded projects for the City until such time as the City of Porterville affirms through resolution that it will use Caltrans procedures as defined in LAPM Chapter 10 to procure consultant contracts whenever a project involves State or Federal funds;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does affirm and assure that Caltrans procedures to procure consultant contracts for all State and Federally funded projects shall be adhered to.

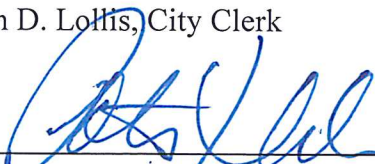
PASSED AND ADOPTED this 3rd day of April, 2018.



Brian E. Ward, Mayor Pro Tem

ATTEST:

John D. Lollis, City Clerk



By: Patrice Hildreth, Chief Deputy City Clerk

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

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 3rd day of April, 2018.

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

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

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk



CITY COUNCIL AGENDA – AUGUST 15, 2023

SUBJECT: Authorization to Issue a Request for Proposals (RFP) for Retail Recruitment Software Firm

SOURCE: Community Development

COMMENT: At its December 2, 2008 meeting, the City Council authorized City staff to negotiate a contract for a retail recruitment strategy with Buxton, a data-driven customer analytics software platform. The City contracted with Buxton in January 2009 to support strategic retail recruitment efforts.

Since 2009, City staff has continued to utilize the Buxton software platform. The information provided throughout the years by Buxton has been instrumental in recruiting several retailers to Porterville. The platform includes the following components: Mobilytics, SCOUT and Match. The Mobilytics component analyzes mobile foot traffic data to create and visualize mobile datasets for any place by providing a view of how foot traffic changes over time, creating demographic profiles of an area's visitors and providing an accurate view of consumer behavior in the trade area. The SCOUT component allows for data visualization in a map-based interface. The Match component provides additional analytic tools to discover which retail, restaurant or consumer service brands are the best matches for any site locally and nationally. The Buxton software has helped present a compelling case to prospective tenants with data-driven insights. The City's contract with Buxton expired on July 31, 2023.

A Request for Proposals (RFP) for retail recruitment software firms is being recommended at this time as new technology is constantly developing and would ensure that the newest cutting-edge software options are being assessed to ensure the City continues to leverage the latest and most effective tools for retail recruitment efforts. This may present the City with software solutions that offer similar services at a more competitive price point or that offer more services for the same or similar price point.

RECOMMENDATION: That the City Council authorize staff to distribute a Request for Proposals for retail recruitment software firms to support local economic development.

ATTACHMENTS: 1. Draft Request for Proposals for Retail Recruitment Software Firm

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Assistant City Manager

Final Approver: John Lollis, City Manager



CITY OF PORTERVILLE

REQUEST FOR PROPOSALS FOR
RETAIL RECRUITMENT SOFTWARE FIRM

RFP No. _____

The City of Porterville, (hereinafter “City”) is initiating this Request for Proposals (RFP) to solicit Proposals from Firms interested in supplying a fully developed and established software application and reporting solution for retail recruitment market strategy purposes including market research, geofencing, site selection, data analytics and data visualization, in accordance with the terms and conditions set forth in this RFP, and any other term(s) and condition(s) in any contract subsequently awarded.

Submittal: One PDF version must be received by:
5:00 p.m., PST Friday, September 8, 2023

Addressed to: Community Development Department
City of Porterville
Attention: Jason Ridenour
EcDev@ci.porterville.ca.us

Email Subject: RFP No. _____ Retail Recruitment Software Firm

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

INQUIRIES:

Proposal forms may be inspected and electronically downloaded at no cost, at the Public Purchase website, <https://www.publicpurchase.com>. No copies of said documents will be provided by the City. All addenda and correspondence during the bid process will be handled electronically through the Public Purchase website. Proposals can also be submitted by email in a PDF format to EcDev@ci.porterville.ca.us.

Questions regarding this project are due no later than Wednesday, September 6, 2023.

The City of Porterville is an Equal Opportunity Employer.

I. DEFINITIONS

Definitions for the purposes of this RFP include:

City – The City of Porterville, a California State municipal corporation, the agency issuing this RFP.

Cloud-Based – Software that is available on demand through an internet connection without the need for software installation, where data is accessible from any device connected to the cloud.

Firm – Individual or company interested in becoming a Proposer.

Proposal – A formal offer submitted in response to this solicitation.

Proposer – Individual or Firm submitting a Proposal in order to attain a contract with the City.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the City's needs at a given price.

Retail Recruitment Software (also referred to as “software” or “retail recruitment software services”) – Descriptive term used to define the scope of services the City is procuring.

Selected Firm – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

II. INTRODUCTION

The City of Porterville, through its Community Development Department, (hereinafter “City”) is initiating this RFP to solicit Proposals from Firms interested in providing a fully developed and established software application and reporting solution for retail recruitment, market research, geofencing, site selection, data analytics and data visualization, in accordance with the terms and conditions set forth in this Request for Proposal (RFP), and any other term and condition in any contract subsequently awarded. The City intends that the Selected Firm shall provide Retail Recruitment Software, technical training, system specifications, and ongoing support. The Selected Firm shall be selected and determined through the City's review of each response, considering the factors identified in this RFP and any other factors that it considers relevant to serving the best interests of the City and its mission. The City shall select one Firm that proposes to provide all software services specified in this RFP.

III. MINIMUM QUALIFICATIONS

The Proposer must be licensed to do business in the State of California. The Proposer must have a minimum of five (5) years of experience in developing and maintaining retail recruitment software.

IV. FUNDING

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

V. PERIOD OF PERFORMANCE

Subsequent to the selection of the awarded Proposer, the contents of the Proposal shall become a contractual obligation if a contract ensues. Failure of a Proposer to accept this obligation will result in the cancellation of the contract award.

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about October 1, 2023, and to end on September 30, 2024, with the opportunity to extend the contract yearly based on performance.

VI. SCOPE OF SERVICES

The City of Porterville is seeking Proposals from Firms with experience in managing fully developed software to enter into a contract for services focusing on local economic development. The Selected Firm shall provide an established software application and reporting solution for purposes including market research, site selection, geofencing, data analytics and data visualization and render services as identified below as an independent contractor and not as an agent, representative, or employee of the City of Porterville. The software and services shall be known as “retail recruitment software services” and shall include, but not limited to the following:

- A. Complete automated, supported and comprehensive Retail Recruitment Software for use in market analysis of local and nationwide geographic locations. The software shall be user-friendly and Cloud-Based.
- B. Training of City Staff to include end-user, intermediate and technical-level training sufficient for City Staff to operate independently of the Firm must be included.
 - a. Proposers must have sufficient resources to provide ongoing technical training to City Staff for all aspects of the Retail Recruitment Software.
 - b. Training must include a conceptual overview of all aspects of the Retail Recruitment Software and how they interact and interface with each other.
 - c. The cost of training, if any, must be clearly stated in detail of the RFP submission.
- C. Ongoing technical support and software updates to provide for security patches, bug fixes, technological advances and product enhancements shall be accounted for by the Proposer.
- D. The Selected Firm shall be responsible for providing product specifications, software configuration and updating the City of any changes or additions to available services.
 - a. The Proposer must demonstrate the ability to support City Staff with utilization of the Retail Recruitment Software. Support must take the form of providing on-going training resources, and timely resolution of problems identified by City Staff. Furthermore, the on-going support must have the capacity of using internet-based Remote Desktop sharing for on-line problem solving and analysis.
 - b. The Proposer must describe any training options available to City Staff in relation to the Retail Recruitment Software, the process for new implementations, customizations, and enhancements and provide all documents pertinent to training.

VII. RETAIL RECRUITMENT SOFTWARE SPECIFICATIONS

- A. Client and server software should be installed on a Microsoft Windows platform and support future Microsoft operating system platforms.
- B. Reports generated by the application should easily be exported to a PDF, Excel Spreadsheet and/or a Word document format for reporting and for further analysis. Additional formats are welcome.
- C. The Retail Recruitment Software should employ unique user access accounts.
- D. The Proposer should explain what types of documentation are available with the software. At least one complete set of User Manuals must be provided with the software. Proposer should explain what on-line training tools are available and how they are accessed from within the software or the company's website.
- E. The software should allow an unlimited number of queries and reports.

The software should provide expansive reporting options including preconfigured reports based on site selection needs, geofencing and other data reporting specifications based on industry best practices. Examples include software with the following features. The order in which features appear is not intended to indicate their relative importance:

- Functionality on a variety of platforms (Windows, Mac, Mobile (iPhone/Android))
- Geofencing capabilities.
- Foot traffic analysis.
- Custom reports that can be saved and accessed at any time.
- Fully packaged, downloadable reports for prospective clients.
- Shareable online links to reports.
- Data analytics with real-time visual representations.
- Site management tools.
- Client management database.
- Descriptive marketing tools to identify psychographics, demographics, workforce, foot and vehicular traffic, and spending.
- Predictive consumer behavior tracking: Customer journey descriptions of cross-shopping habits.
- User-friendly dashboards.
- User-friendly interface.

VIII. REJECTION OF PROPOSALS

The City reserves the right to reject all Proposals received as a result of this RFP, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the City.

IX. SOFTWARE AS A SERVICE

The City is not liable for any pre-contractual costs incurred by Firms prior to issuance of a contract. Pre-contractual costs are defined as expenses incurred by the Firm in: (a) preparing the Proposal in response to this RFP; (b) submitting that Proposal to the City; (c) negotiating with the City in any manner related to this Proposal; or (d) any other expenses incurred by

Firm prior to date of award, if any, of the contract. Firm shall not include any such expenses as part of the bid in response to this RFP.

X. ADDENDA

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

XI. QUESTION DEADLINE

Questions regarding this project are due no later than **Wednesday, September 6, 2023**, through <https://www.publicpurchase.com>.

XII. RESPONSE DATE

All Proposals shall be received by the City of Porterville by 5:00 p.m. PST on the Public Purchase website by **Friday, September 8, 2023**.

XIII. PROPOSALS

To be considered, Proposers must submit a complete response to this RFP using the format required on the Public Purchase website <https://www.publicpurchase.com>. One (1) original Proposal must be submitted to the City of Porterville's Community Development Department via Public Purchase's website.

XIV. SELECTED FIRM RESPONSIBILITIES

The Selected Firm will be required to assume responsibility for all services offered in his/her Proposal, regardless of who produces them. Furthermore, the City will consider the Selected Firm to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

XV. CONTRACT PAYMENT

The Selected Firm will submit invoices to the City of Porterville's Community Development Department, to the attention of the Director, or their designee. Payment for contract services entered into as a result of this RFP within thirty (30) days of receipt of an invoice.

XVI. EQUAL OPPORTUNITY AFFIRMATIVE ACTION

The Selected Firm shall adhere to all federal and state regulations in respect to equal opportunity, affirmative action and minority representations. Minority Firms and women-owned business enterprises are encouraged to apply.

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

award of contract.

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

XVII. PROPOSAL REQUIREMENTS

All Proposals shall be organized in the following manner:

A. Proposer's Contact Information

Name, address and telephone number of the Proposer. The name and title of the individual authorized to negotiate contract terms and make binding commitments shall be included.

B. Proposer Capacity and Experience

a. Firm's Team Structure / Internal Controls

Provide a description of the Firm's team structure. Provide an organizational chart of the Firm indicating lines of authority for personnel involved in performance of this potential contract and relationships between the Firm's staff to other programs or functions of the Firm.

b. Staff Qualifications / Experience

Identify Firm's staff, including subcontractors, who may be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel to be assigned to the project.

c. Itemized Retail Recruitment Software Qualifications

Provide a clear breakdown of software capabilities:

- i. Itemize each feature of the software.
- ii. Include a visual presentation deck or visual representation of the software's capabilities.
- iii. Provide a visual representation of how data is exported and shared with prospective retailers.
- iv. If possible, provide one (1) case study of software utilization by another client, preferably a municipality or other public-facing entity.

d. Experience of the Proposer

Indicate the experience the Proposer and any subcontractors have in the following areas:

- i. Indicate other relevant experience that indicates the qualifications of the Proposer, and any subcontractors, for the performance of the potential contract.
- ii. Include a list of contracts the Proposer has had during the last five (5) years that relate to the Proposer's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses. The Proposer grants permission to the City to contact the list provided.

C. References

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) businesses (preferably municipalities or other public-facing entities that utilize Retail

Recruitment Software for their local economic development and retail recruitment strategies or for similar uses) references for whom work has been accomplished and briefly describe the type of services provided. The Proposer grants permission to the City to contact the references provided. Do not include current City Staff as references. The City may evaluate references at the City's discretion.

D. Related Information

If the Proposer has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Proposer's non-performance or poor performance and if the issue of performance was either:

- a. Not litigated due to inaction on the part of the Proposer, or
- b. Litigated and such litigation determined that the Proposer was in default. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Proposer's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Proposer in the past five (5) years, so indicate.

XVIII. COST PROPOSAL

The evaluation process is designed to award this procurement not necessarily to the Proposer that proposes the least cost, but rather to the Proposer whose Proposal best meets the requirements of this RFP.

A. Identification of Costs

Identify all costs, including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. Submit a fully detailed budget including the Firm's staff costs and any expenses necessary to provide software access to the City under the contract. Firms are required to collect and pay California state sales tax, if applicable. For licensing and pricing purposes, Proposers should provide cost detail for simultaneous concurrent users or unique user account licenses.

At a minimum the cost proposal shall include the following:

- Fees for software and/or software license costs.
- Professional service fees for implementation, training, conversion, project management and related services, if any.

XIX. EVALUATION CRITERIA

The Proposals received will be reviewed by City Staff. This RFP is competitive and priority will be given to Proposals that most closely meet the needs of the City. All Proposals will be fully considered and rated by the evaluation team. The City may use some or all of the following criteria in its evaluation of Proposals submitted. The following list of criteria is not necessarily an all-inclusive list. The order in which criteria appear is not intended to indicate their relative importance:

- **Price:** Analysis of cost competitiveness.
- **Responsiveness to RFP Requirements:** Quality of the information submitted in the Proposal based on completeness, relevance, conciseness and organization of material presented.

- **Project Understanding:** The level to which the Proposer understands the needs of the City, the scope of the software being sought in relation to the Proposer's expertise and ability to provide Retail Recruitment Software services to the City.
- **Proposer's Experience:** Recent experience in providing similar retail recruitment software services to other public agencies.
- **References:** Ability to provide references for the City's review.

The City may also contact and evaluate the Proposer's references; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a Proposal; and seek and review any other information deemed pertinent to the evaluation process.

The City shall not be obligated to accept the lowest-priced Proposal, but shall make an award in the best interest of the City.



CITY COUNCIL AGENDA – AUGUST 15, 2023

SUBJECT: Authorization to Execute Consultant Agreement - Porterville Public Library Project Design

SOURCE: Engineering and Project Management

COMMENT: At its meeting on June 6, 2023, the City Council authorized staff to begin negotiations for a scope and services contract with Paul Halajian Architects for the design of the Porterville Public Library Project. During negotiations it was determined that in order to help ensure the successful design and construction of the library and future sports complex, additional scope items would need to be included in the consultant contract. Those items included a traffic study, sportsplex master planning, and additional services, testing, and plans that are required and critical to the overall construction of the site outside of the design of the library itself. The contract also includes support during the bidding and construction phases.

Initial negotiations led to a proposed contract price equivalent to 11.75% of the project estimate. After further negotiations and discussions, it was determined that some money could be saved if the number of design options were limited to three during the conceptual design phase of the project and limiting the number of meetings and outreach done as the "Needs Assessment" for this project had been so extensive. These adjustments in the scope led to a new contract price equivalent to 10.75% of the project estimate (\$3,226,000). For any other savings to be realized, the contract would have to be adjusted to eliminate the use of the specialty sub-consultants for the items detailed in the "Needs Assessment", which could present issues during construction and the use of the building as their expertise would ensure the overall function of the facility. The negotiated design services for the Porterville Public Library Project are at a not to exceed amount of \$2,506,784 (8.35% of the project estimate) and the construction support services are at a not to exceed amount of \$719,216 (2.4% of the project estimate). Funding for the sportsplex master planning in the amount of \$18,000 is available in federal Community Development Block Grant (CDBG) funds. Funding in the amount of \$746,000 is provided by the Building Forward Library Infrastructure Grant, with the remaining \$2,462,000 available from Risk Management Insurance funds.

Staff has found the negotiated price acceptable.

RECOMMENDATION: That the City Council:

1. Authorize the Engineering and Project Management Director to execute the Consultant Service Agreement for the design of the

Porterville Public Library Project with Paul Haljian Architects in the amount of \$3,226,000; and

2. Authorize progress payments up to one hundred percent (100%) of the fee amount.

ATTACHMENTS:

1. Draft Service Agreement
2. Attachment A - Scope of Work and Fee Proposal
3. Locator Map

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

SERVICE AGREEMENT

DATE: August 16, 2023

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and Paul Halajian Architects, hereinafter referred to as "CONSULTANT".

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

Project Name: Porterville Public Library Project Design

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

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

SECTION 1. CONTRACT SERVICES:

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

SECTION 2. PAYMENT:

In consideration for said services and materials, CITY shall pay CONSULTANT on a time and materials basis (and not to exceed three million two hundred twenty-six Dollars (\$3,226,000)).

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

SECTION 3. COMPLETION DATE:

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

SECTION 4. FAMILIARITY WITH PROJECT:

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

SECTION 5. INDEPENDENT CONTRACTOR:

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

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

injuries to third parties, including employees of CITY and CONSULTANT.

- (v) ***To the fullest extent permitted by law, and subject to California Civil Code Sec 2782.8, CONSULTANT agrees to indemnify, including cost to defend, City, its elected and appointed officers and employees, from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of City; and does not apply to any passive negligence of the City unless caused at least in part by Consultant. City agrees that in no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, if one or more defendant/s is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the Consultant shall meet and confer with other parties regarding unpaid defense costs and reallocate as allowed by law or stature. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.***

SECTION 6. WORKMANSHIP AND MATERIALS:

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

SECTION 7. ASSIGNMENT OF CONTRACT:

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

SECTION 8. AFFIRMATIVE ACTION.

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

SECTION 9. CONFLICT OF INTEREST CODE:

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

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

SECTION 10. TERMINATION:

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

SECTION 11. ENTIRE CONTRACT:

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

SECTION 12. DISPUTES; VENUE:

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

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

CITY OF PORTERVILLE

CONSULTANT

By _____

By _____

Date _____

Date _____



PAUL HALAJIAN
ARCHITECTS

SCOPE OF WORK AND FEE PROPOSAL

CLIENT: City of Porterville
291 N. Main Street
Porterville, CA 93257

ATTN: Sarah Weaver – Project Manager

PROJECT: Porterville Public Library
Design Services

DATE July 21, 2023, Revised July 31, 2023

PHA Project No. 2023-14

Encl: ATTACHMENT "A"

Dear Sarah:

Per your request, we have prepared the following Scope of Work and Fee Proposal to provide Professional Design services for the new Porterville Public Library. We are excited about working with the library stakeholders in Porterville to bring a much needed new state-of-the art library to the community. Based on the information contained in the March 2023 Request for Qualifications, the 2021 Library Services and Facility Needs Assessment, and information obtained at our June 19, 2023, meeting, we have garnered a firm understanding of the project scope, required services, and overarching goals.

The new library as envisioned by the Needs Assessment calls for a robust building with a wide range of amenities that will provide library services to a broad cross-section of the Porterville community. Civic open spaces that extend library services and support community engagement are also vital to take full advantage of this significant investment of public funds. The spaces identified in the program equipped with the necessary infrastructure will ensure that the library functions as intended to meet the needs of patrons for this and future generations. Spaces that have not routinely been provided in libraries such as a family gaming area, a creation space, media lab, learning kitchen, café and business center will be provided. Additionally, the site selected for the library requires study of the surrounding area to evaluate the impact of development. The City has asked us to provide masterplanning services and traffic impact assessment to capitalize on the synergy between the new library and the proposed sports complex immediately to the south.

To ensure that the library is well conceived, well designed, and well documented, our comprehensive team features consulting engineers and specialty consultants, many of whom we have worked with on the design of other libraries. Below is a list of the members of the Design Team and on ATTACHMENT "A," a detailed description of the services and scope of work for each member of the design team is provided.

• Architect	Paul Halajian Architects	Clovis, CA
• Structural Engineering	Parrish Hansen Structural Engineers	Clovis, CA
• Mechanical Engineering	Lawrence Engineering Group	Fresno, CA
• Electrical Engineer	Rose Sing Eastham	Visalia, CA
• Interior Design/Library Planning	Noll & Tam Architects	Berkeley, CA
• Civil Engineering	Blair Church and Flynn	Clovis, CA
• Landscape Architecture	O'Dell Engineering	Pleasanton, CA
• Acoustical Consulting	Charles M. Salter Associates	San Francisco, CA
• Audio/Visual Consulting	Charles M. Salter Associates	San Francisco, CA
• Security Consulting	Charles M. Salter Associates	San Francisco, CA
• Telecom Consulting	Charles M. Salter Associates	San Francisco, CA
• Lighting Consulting	Miniscule Lighting Design	San Francisco, CA
• Fire Sprinkler Design	Lawrence Engineering	Fresno, CA
• Food Service Consulting	Webb Foodservice Design	Anaheim, CA
• Signage and Wayfinding	Paul Halajian Architects	Clovis, CA
• Commissioning	Lawrence Engineering	Fresno, CA
• Cost Estimating	Sierra West Group	Sacramento, CA
• Traffic Engineering	Peters Engineering	Clovis, CA
• Geotechnical Engineering	Krazan & Associates	Clovis, CA

T: 559.297.7900
F: 559.297.7950

389 Clovis Ave., Suite 100
Clovis, California 93612

www.halajianarch.com



**PAUL HALAJIAN
ARCHITECTS**

What follows is an overall description of the Scope of Work, Services, Assumptions, Schedule and Fee for the new Porterville Public Library.

SCOPE OF WORK

The Scope of the Project is based on the findings of the 2021 Needs Assessment for the Porterville Library prepared by Penny Hummel Consulting which calls for an approximately 40,000 square foot library on a 3.86 acre site. A construction budget of \$30,000,000 has been established. The Library Program included in the Library Needs Assessment shall serve as the basis for design. In addition to spaces necessary for delivery of library services, the program calls for the following:

- i. English and Spanish collection of approximately (100,000) volumes and other materials.
- ii. Divisible Meeting Room with a seating capacity of (150) occupants
- iii. Creation Space with capacity for (20) with an assortment of maker equipment.
- iv. Media Lab with equipment to create and edit audio and video content.
- v. Teaching Kitchen to teach cooking skills and job training in the culinary arts.
- vi. Adult Learning Center.
- vii. Small Meeting Rooms for quiet study, tutoring, and community meetings.
- viii. A Library Café
- ix. A memorial to the firefighters who lost their lives fighting to save the old Library.

Additional program spaces include:

Areas for the Public, Staff, and Support, Adult Services, Youth Services, Lobby, Restrooms, Service Desk, Express Check-out, Business Center, Public Access Computers, Adult Fiction, Large print, and Quiet Reading Area. Outdoor Areas include a Public Plaza, Programming Areas, Garden and Vendor Areas.

In addition to design of the Library as described above, the Design Team shall develop a masterplan for the adjacent proposed Sports Complex. The outcome of this effort will be analysis of pedestrian access, location of shared parking, vehicular and pedestrian connections to common open spaces, connections to the surrounding neighborhoods and connections between the library and sports complex. A Traffic Impact Study and Geotechnical Engineering Investigation Report are required and included in the Scope of work.

SERVICES

1. PROGRAMMING AND CONCEPTUAL DESIGN PHASE

The Design Team shall initiate the project by reviewing the Needs Assessment to become better familiar with the initial program. We will begin by investigating the project budget, scope, and site development costs. We will then meet with library staff and stakeholders to discuss vision, obtain direction regarding needs, service model, public engagement, and other foundational issues. Subsequent tasks shall include development of design standards, conceptual sketches, and collaborative team design sessions leading to a public engagement meeting to review program elements with visuals and basic organizational diagrams. A Cost Estimate will be conducted at the conclusion of this Phase.

2. SCHEMATIC DESIGN PHASE

The Design Team shall prepare Schematic Design Documents for approval consisting of drawings and other documents including Site Plan, Floor Plans, Sections, major Interior and Exterior Elevations and Building Sections. Selection of major materials and building systems shall be identified and noted on drawings. We shall lead the site masterplanning effort to study connections with the future sports complex. Interior Design scope shall include research of appropriate materials and finishes, obtain samples and present initial concepts. A Cost Estimate will be conducted at the conclusion of this Phase.

3. DESIGN DEVELOPMENT PHASE

The Design Team shall prepare Design Development Documents that will illustrate and describe the development of the approved Schematic Design and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical, electrical and other building systems, and such other elements as may be appropriate. Interior finishes, materials, and color palette will be finalized. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels. Cost Estimates will be conducted at the 50% and 100% stages of this Phase.

4. CONSTRUCTION DOCUMENTS PHASE

The Design Team shall prepare Construction Documents based on the approval of the Design Development Documents from the City of Porterville, and authorization of any adjustments in the Project requirements and/or

budget. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of drawings and specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. Door, Window and Finish Schedules will be developed. Final material, and color selections will be identified. Details for casework, and other interior design elements shall be documented and coordinated. Floor pattern plans, annotation of interior elevations for paint colors, and material selections will be coordinated and documented. Site Details, Exterior and Interior Details will be prepared and coordinated with respective building systems. All major building systems and specialty systems will be documented, specified and coordinated. Cost Estimates will be conducted at the 50% and 90% stages of this Phase.

5. APPROVALS

The plans and specifications will be submitted to the authorities having jurisdiction for plan check. A list of plan check comments will be issued, and the various members of the Design Team will revise their plans and specifications as required. An appointment will be scheduled to review all corrections with the plan reviewer. When all correction items have been addressed to the satisfaction of the plan reviewer, permits can be issued.

6. BID PHASE

The Design Team will assist the City of Porterville with Bid Phase duties to include, participation in Pre-Bid Conference, addressing questions from bidders in writing, preparation of addenda that may involve revision of plans and/or specifications, and review and processing of substitution requests for items that may alter the architectural design or interior design. We will participate in the Bid opening and advise the City of Porterville as may be deemed necessary.

7. CONSTRUCTION ADMINISTRATION PHASE

Appropriate members of the Design Team shall participate in regularly scheduled on-site Team Meetings to include a representative of the City of Porterville, Library staff, and the Contractor. The purpose of these meetings will be to discuss ongoing construction operations, project related issues, schedule, status of submittals. The Design Team shall provide written responses to contractor initiated Requests for Information (RFI's), evaluate and process potential changes, address unforeseen conditions, and review the contractor's progress payments. As the project nears completion, the Design Team will review the completed work and issue a Punch List outlining all corrective work required prior to issuance of a Notice of Completion and release of final payment.

ASSUMPTIONS

- a. No work related to the identification of, abatement of, or proper handling of hazardous materials on site is included in the Scope of Work. The City of Porterville shall retain appropriate licensed professionals to evaluate whether hazardous materials are present and advise the City of Porterville on removal/handling procedures.
- b. The Scope of Services rendered by PHA is limited to Services outlined above and is based on the information contained in the 2021 Porterville Public Library - Library Services And Facility Needs Assessment.
- c. Should the scope of the project as outlined herein increase or additional work not identified herein be requested by the City of Porterville or any Jurisdictional Authority, PHA shall prepare an Additional Service Request for authorization prior to commencement of additional work.
- d. Fee includes up to (5) computer generated renderings that may be used by the City of Porterville for promotional purposes.
- e. It is understood that all entitlements will be addressed administratively by the City of Porterville and efforts related to land use rezoning or other entitlements, should they be required are not included in the Scope of Work.
- f. It is understood that the project will be designed and submitted under the 2022 California Building Code.
- g. Excluded from the Scope of Work are the following: LEED or any other sustainable building programs inspections and documentation, any rebate or subsidy program calculations or applications, temporary power, relocation of existing facilities, fiber optic infrastructure design, traffic signalization, retaining wall design, relocation of onsite or off site utility transmission facilities, coordination and/or investigation of alternate joint trench feeds for the project, relocation or undergrounding of existing facilities, any work beyond 50' of project boundaries, quit claim process of existing easements, gas design, design of covered parking structures.
- h. At project completion the Design Team will obtain the contractor's jobsite posted set, convert the markups to digital files and turn over to the City of Porterville, "as-built" drawings in both hard copy and digital formats.
- i. Refer to ATTACHMENT "A" for further description of the Scope of Work and Exclusions related to each member of the Design Team.
- j. The Bidding Phase and the Construction Administration Phase are to be billed hourly not to exceed the amounts indicated below.



PAUL HALAJIAN
ARCHITECTS

SCHEDULE

The work as outlined above can be completed within the duration listed below depending on stakeholder availability during the design phases, and other factors beyond the control of the Design Team.

Programming / Conceptual Design Phase	2.0 months
Schematic Design Phase	3.0 months
Design Development Phase	2.5 months
Construction Documents Phase	5.5 months
Approvals Phase	1.5 months (assumed)
Bidding Phase	1.5 months
Construction Administration Phase	<u>16.0 months</u> (assumed)
	32.0 months

FEE

The Fee for the Scope of Work and all services listed herein is based on 10.75% of the established Project Budget of \$30,000,000 for a sum of \$3,226,000. The Fee shall be billed monthly based on the percentage of work completed during each respective monthly billing period. The fee is broken down by Phase as follows:

Programming/Conceptual Design Phase	\$126,360	
Schematic Design Phase	\$527,540	
Design Development Phase	\$495,184	
Construction Documents Phase	\$1,207,520	
Approvals Phase	\$150,180	
Bidding Phase	\$53,056	(to be billed hourly not to exceed)
Construction Administration Phase	\$666,160	(to be billed hourly not to exceed)

A portion of the Total Fee is allocated to work that is beyond the design of the Library or work that is often engaged by the Owner and not under the Architect's Scope of Work includes the following:

Monument Design	\$30,240
Sports complex Master Planning	\$18,000
Surveying	\$13,820
FEMA Studies (CLOMR and CLOMR-F)	\$12,200
SWPPP Services	\$12,400
ISR Services	\$3,980
Commissioning	\$30,000
Traffic Study	\$18,500
Geotechnical Investigation	<u>\$6,900</u>
	\$146,440

For further information regarding the fee, please see the attached Fee Breakdown spreadsheet dated July 31, 2023, that presents the fee allocated by phase for each member of the Design Team.

A reimbursable budget for travel, meals, lodging, printing and plotting of \$20,000 has also been established and will be billed with no additional mark-up.

We look forward to working on this important project that will bring a new public library to the Porterville community.

Sincerely:
PAUL HALAJIAN ARCHITECTS

Paul N. Halajian, AIA – LEED AP
Principal

Discipline: Architecture

Consultant: Paul Halajian Architects

Scope:

Programming/Conceptual Design phase

- Initial review of budget, scope, site development costs, and building size reconciliation.
- Review and edit the building program to align with the project scope and building size
- Define Program priorities with staff and community.
- Conceptual massing limited to (3) options.
- Public engagement Meeting - Review program priorities and preliminary site design and building concepts.
- Staff engagement meetings kick-off, visioning, and direction for needs, service model, priorities, editing.
- Library Planning Committee Meeting.

Schematic Design Phase

- Refine the design outcome of the Programming / Conceptual Design Phase and prepare up to three (3) design options.
- Generate Schematic Design Phase package based on selected option to include; Site Plan, Unit Plans and Exterior Elevations.
- Generate and properly configure digital drawing files of the Site Plan, Floor Plan and Exterior Elevations for the purposes of communicating the design intent to the Design Team.
- Collaborate with Design Team and City of Porterville to identify cost effective structural, plumbing, mechanical, electrical and specialty systems.
- Coordinate integration of building systems with proposed building configurations.
- Coordinate with Civil Engineer on masterplan of sports complex and other site issues..

Design Development Phase

- Continue overall building design, massing, volumes, interior forms and materials, exterior design forms and materials and coordinate refinements with Design Team.
- Develop architectural drawings to include dimensioned and annotate Site Plans, Floor Plans, Exterior Elevations, Building Sections, Reflected Ceiling Plans, Schedules, Roof Plan and Interior Elevations.
- Coordinate with Interior Designer on space planning, shelving layout, and establishing design character.
- building design, massing, volumes, interior forms and materials, exterior design forms and materials.
- Perform Quality Control Review and revise Documents accordingly.
- Obtain Cost Estimate and review for possible Value Engineering strategies.

Construction Documents Phase

- Finalize outstanding design issues and develop architectural details that convey the desired character.
- Prepare Construction Drawings including Site Plan/s, Site Details, Floor Plans, Enlarged Plans, Exterior Elevations, Building Sections, Wall Sections, Reflected Ceiling Plans, Roof Plans, Interior Elevations, Door Schedule, Window Schedule, Finish Schedule, Interior and Exterior Details.
- Finalize 3-part CSI format specifications and coordinate with drawings.
- Finalize Design Team coordination efforts and revise drawings and specifications accordingly.
- Perform Quality Control Review and revise Documents accordingly.
- Obtain Cost Estimate and review for possible Value Engineering strategies.

Approvals Phase

- Compile drawings, format appropriately, prepare applications and submit the Construction Documents to the Jurisdictional Authorities for Plan Check.
- Compile Back Check comments issued by the Jurisdictional Authorities. Comments shall be individually documented on a spreadsheet categorized for each respective discipline and disseminated to the Design Team for correction.
- Oversee the back check process and facilitate timely and thorough Back Check.
- Schedule a Back Check appointment and present Back Check comments to the plan reviewer/s and indicate the respective revision in response to each specific Back Check comment.

Bidding Phase– to be billed hourly

- Participate in Pre-Bid Conference.
- Addressing questions from bidders in writing.
- Prepare addenda that may involve revision of plans and/or specifications.

- Review and process substitution requests for items that may alter the architectural design or interior design.
- Participate in the Bid opening and advise the City of Porterville as may be deemed necessary.

Construction Administration Phase– to be billed hourly

- Address contractor issued Requests for Information in writing
- Provide clarification drawing/s, as necessary.
- Log and review and process product submittals and shop drawings prepared and submitted by the various sub-contractors for items specified for submittal prior to commencement of the work scope in questions.
- Participate in regularly scheduled jobsite meetings.
- Prepare, issue and evaluate Change Order Documentation as may be required.
- Review and process contractor's applications for payment.
- At substantial completion, perform a punch list inspection and issue a punch list for corrective work.
- Perform (1) punch list reinspection.
- Provide as-built documents and assist with project close-out requirements.

Exclusions:

Refer to Scope of Work and Fee proposal.

Discipline: Structural Engineering**Consultant: Parrish Hansen Structural Engineers****Scope:**

- Provide Schematic and Design Development phase services.
- Prepare structural construction documents including calculations, drawings, and specifications for the design of the building shell structure.
- Prepare structural/construction documents including calculations, drawings, and specifications for the design of the interior development of the building.
- Prepare structural/construction documents including calculations, drawings, and specifications for the design of site canopy structures.
- Response to plan check review comments, and necessary revisions to the documents for Permit approval.
- Provide construction phase assistance including review of product and manufacturers' submittals; response to contractor's submitted RFI's; preparation of clarification documents for minor construction issues related to the Work.
- Preparation of 'As-built' record documents.

Exclusions:

- Changes to the design requirements at the Client or Owner's request resulting in additional scope of Work.
- Preparation of clarification, and modification documents, and other changes related to the approved documents due to construction errors and other unknown conditions.
- Requests for substitution accepted by the Owner/Client that require an additional scope of Work.
- Structural work that arises out of the Project scope not associated with the building.

Discipline: Mechanical and Plumbing Engineering**Consultant: Lawrence Engineering Group****Scope:****Mechanical**

- The basis of design for this building is a hydronic chilled and hot water system utilizing an air-cooled heat pump chiller for both heating and cooling functions. A hot water boiler would be designed into the system as a backup heat source. The air distribution system would utilize variable air volume air handlers with VAV boxes with heating coils for individual zone control. Building pressure control would be provided through fully modulating economizers with modulating exhaust fans. Archive spaces or spaces with special environmental control requirements would be designed with individual air handling systems with humidity control. The

system would be controlled and monitored through an energy management system.

Plumbing

- The building plumbing system will be designed to support the building requirements. The utility piping will be designed to extend five feet beyond the perimeter of the facility for connection to the site utilities by other disciplines except that gas system piping will be designed to the location of the gas meter.

Engineering Services

- Preparation of mechanical plans and sheet style technical specifications.
- Plan check submittal and backcheck approval.
- Bid time consultation and review of material submittals.
- Construction administration services.

Discipline: Electrical Engineering

Consultant: Rose, Sing, Eastham, and Associates

Scope:

- Provide electrical design services to support the proposed new Library development as described in the received documents.
- Electrical design scope includes:
- Master Planning Services
- Electrical Site Plan
- Utility
- Coordination
- Power Design
- Fire Alarm Design
- One-Line Diagrams, Schedules, Details
- Coordination with specialty designers for Lighting, A/V, Telecom, Security
- Energy Compliance Forms (Title 24)
- EV and PV Solar Design
- Working Drawings
- Specifications
- Submittal Review
- Job Visits During Construction

Exclusions:

- Additional Services per hourly rate schedule for peripheral design elements such as off-site improvements, sports complex design, amphitheater design, etc.

Discipline: Interior Design/Library Planning

Consultant: Noll and Tam Architects

Scope:

Programming and Conceptual Design Phase

- Initial review of budget, scope, site development costs, and building size reconciliation.
- Review and edit the building program to align with the project scope and building size
- Define Program priorities with staff and community.
- Bubble diagrams and adjacencies limited to three (3) options
- Develop design standards for program elements.
- Conceptual stacking/adjacency/test fit diagrams.
- Public engagement Meeting - Review program priorities and preliminary site design and building concepts.
- Staff engagement meetings kick-off, visioning, and direction for needs, service model, priorities, editing.
- Library Planning Committee Meeting.

Schematic Design Phase

- Develop conceptual design ideas, stacking concepts, spatial concepts,
- Preliminary space planning, circulation, and flow, library operations,

- Prepare up to three (3) options, review and select preferred concept.
- Develop and draw floor plans with furniture layouts, concept RCPs, and interior elevations/materials.
- Develop preliminary Technology and AV plans.
- Public engagement Meeting or stakeholder meetings.
- Staff engagement meetings–review progress, review service model, review priorities and program confirmation.

Design Development Phase

- Continue floor plan refinement, functional arrangements, furniture layouts, collections/shelving, staff workspaces, and exterior program spaces.
- Develop designs for RCPs and interior elevations of key public spaces, library workspaces, and restrooms.
- Collaborate in the development of overall building design, massing, volumes, interior forms and materials, exterior design forms and materials.

Construction Documents Phase

- Finalize floor plans, RCPs, interior elevations, interior architectural finishes, acoustics, and lighting, and resolve any remaining library functional design issues.
- Coordinate floor power and IT with furnishings plans, and coordinate AV.
- Start the FF&E selection process, preliminary selections, review with the client, refine selections, materials, colors, textures, etc. for furniture, flooring, ceilings, walls, acoustical materials, etc.
- Collaborate on signage design.

FF&E

- Complete furnishings specifications packages.
- Assist with procurement process.
- Respond to bidder questions.
- Develop and issue addenda.
- Assist with review of installation.
- Prepare FF&E punch list.

Bidding Phase – to be billed hourly

- Respond to bidder questions.
- Develop and Issue addenda.

Construction Administration Phase – to be billed hourly

- Review submittals for interior finishes and other elements, as needed.
- Respond to RFIs, as needed.
- Assist with punch listing and project close-out, as needed.

Discipline: Civil Engineering

Consultant: Blair, Church, and Flynn Consulting Engineers

Scope:

Surveying Services

- Spot elevations on a 100-foot± rectangular grid covering, plus additional spot elevations at critical points such as edges of existing surface improvements like walks, curbs, gutters, grade breaks, swales, and ridges, top of the slope at drainage channels, and as otherwise necessary to define surface gradients
- Spot elevations along the street frontages at 30-foot± maximum cross-section intervals
- Plotted location and grade of structures, fencing, paving, sidewalks, and other above-ground site improvements
- Utility information will be shown based on record information provided to us by the City, local utility authorities, and on observed surface evidence:
 - o Location and size of water and gas mains and services.
 - o Location of fire hydrants within and near the project area, together with the size of the main serving each hydrant.
 - o Location of electrical, cable television, street lighting, and communications systems.
 - o Location, size, depth, and direction of flow of sanitary sewers and storm drains within the project area; location of drain inlets, manholes, cleanouts, and inverts of pipe at each within the project area.

- Location of trees with trunk diameter two inches and over; locate within one-foot tolerance, label trunk size and show drip line graphically.
- Property corners that can be found and which are deemed necessary to establish property line locations
- Prepare an AutoCAD drawing of the topographical survey, complete with utility information, for use as a basis for the preparation of the construction documents at a scale of 1"= 20'.

Civil Engineering Services

- Based on topographic and boundary, and a schematic Site Plan, provide the following for the library:
 - o Site Grading and Drainage Plan
 - o Site Utility Plan (sanitary sewer, domestic water, and fire protection water to within 5' of the building, and a stub-out for landscape irrigation water).
 - o Preparation of Construction Detail drawings for civil scope of work.
 - o Technical Specifications for civil scope of work.
- Deliverables, including drawings and technical specifications, will be provided at the completion of the following phases: Schematic Design, Design Development, and Construction Documents.
- Revise and further develop the drawings and technical specifications based on the city and PHA comments received from the review of the previous phase documents.
- Provide Construction Documents for submittal to the city for review and comment.
- Revise the Construction Documents to address any plan review comments received from the City and provide them for resubmittal to and approval by the city.
- During bidding, respond to bidder questions and assist in issuing any required Addenda or Supplemental Instructions
- During construction, respond to Contractor Requests for Information and assist in issuing any required Supplemental Instructions, Clarifications, or Change Order documents
- Perform up to three (3) routine site observations during construction.
- Perform a review of the completed work and submit a punch list for any work that needs to be completed or corrected prior to acceptance

Sports Complex Master Planning Services

- Confirm the sports complex program with the city.
- Based on the City's direction and on the conceptual drawing previously provided for the sports complex, prepare a master conceptual site plan drawing that illustrates the following:
 - o General layout, number, and types of sports venues.
 - o Locations of a restroom/concession/storage building and a picnic shelter.
 - o Pedestrian walkway connections from the existing trail, Eastridge Circle, and from parking to the athletic venues and hardscape, and circulation paths between venues.
 - o An internal circulation roadway that connects Eastridge Circle to the library site and to parking that will be shared by the sports park and the library.
 - o Recommended tree placement
- Coordinate the sports facility master plan layout with the library Site Plan.
- Prepare 2-3 Options for alternate layouts of the items described above
- Review the optional layouts with the City and obtain their feedback
- Based on City comments, prepare a final master plan site layout and submit it to the City for approval

FEMA Studies

- In accordance with the City of Porterville Ordinances and Federal Emergency Management Agency (FEMA) standards, perform the following for the library development:
 - o Perform a flood plain analysis and submit a Conditional Letter of Map Revision (CLOMR) to the City and FEMA for review and approval. The study will analyze the development's impact of development within the floodplain.

- Upon City and FEMA review and approval of the CLOMR, prepare and submit a CLOMR-F (Conditional Letter of Map Revision-Final) to the City and FEMA Storm Water Pollution Prevention Plan (SWPPP)
- Qualified SWPPP Developer (QSD):
 - Coordinate approval from the City of Porterville for the Project complies with the Post-Construction drainage requirements of the CGP and the City of Porterville Municipal Separate Storm Sewer System (MS4). Approval documentation must be received before submitting the SWPPP.
 - Prepare Risk Level 1 SWPPP document and SWPPP specifications. Should it turn out that a Risk Level 2 SWPPP is required, we request the opportunity to provide a supplemental proposal for the additional costs involved.
 - Submit SWPPP Notice of Intent (NOI). Coordinate submittal including Stormwater Multiple Application and Report Tracking System (SMARTS) linking with the Legally Responsible Person (LRP), submitting the NOI along with SWPPP upload, and coordinating LRP certification.
 - Paying the NOI filing fee as a standard reimbursable (estimate \$756 for 5 acres).
 - Prepare and submit one (1) Change of Information (COI) on SMARTS to update the SWPPP as needed to stay in compliance with CGP requirements. Significant Project plan changes are excluded and would require additional scope.
 - QSD Inspections and Reports (*New 2022 CGP Requirement*)
 - Conduct four (4) QSD inspections to comply with the new 2022 CGP requirements.
 - The BC&F QSD will inspect site conditions, verify recordkeeping, ensure qualified professionals are implementing the SWPPP and Project specifications, and send the contractor a corrective actions report (with the PHA and the City included in those communications).
 - Our experienced staff will notice if there is a need to submit a SWPPP amendment to the Waterboard and identify if the contractor has plans to stabilize all areas disturbed by the Project in order to submit the Notice of Termination as soon as possible.
 - The first inspection will occur within 30 days of construction start. The following three (3) inspections will be conducted between August-October 2024, January-March 2025, and August-October 2025, in accordance with 2022 CGP requirements. It may be possible to combine the required initial inspection and the August-October 2024 QSD inspection based on the actual construction start date.
- SWPPP Oversight Services
 - BC&F proposes the following QSP and Contractor oversight services over the duration of the construction to be able to prepare accurate Annual Reports, identify lapses in compliance with the SWPPP by the QSP and contractor, and ensure a timely termination of the SWPPP.
 - Annual Reports
 - Prepare and submit two (2) Annual Reports on SMARTS. BC&F will prepare the annual report based on information obtained during our QSD inspections and the report review service below.
 - Bi-Monthly Desktop QSP Inspection Reports and Records Review
 - Request and review the Project QSP's inspection reports, weather monitoring records, and contractor training records on a bi-monthly basis for a total of eight (8) reviews. Provide an implementation report to the contractor (with PHA and the City included) to identify compliance deficiencies. Our report review will:
 - Identify if the Project QSP is completing their inspection responsibilities per the CGP and Project specifications
 - Inform BC&F on how well the contractor is implementing the SWPPP so

- we can prepare a truthful annual report for the City,
 - Identify future conflicts between construction plans/activities and the “final stabilization” requirements of the CGP to terminate the SWPPP.
- Notice of Termination
 - Prepare and submit the Notice of Termination (NOT) on SMARTS. This will include one (1) NOT inspection to obtain photo documentation that all disturbed surfaces at the site have been fully stabilized and all closeout conditions have been met according to the CGP.
- Collection of Records
 - BC&F will request and compile all SWPPP records over the course of the Project. The CGP states that all SWPPP records shall be retained for three years after the completion of the project. After terminating the SWPPP, BC&F will transmit a record of all QSD and QSP records over the Project to PHA and the City.

Indirect Source Review (ISR)

- Prepare and submit ISR Air AIA Application. Collect required project information, model baseline emissions, identify and incorporate mitigation measures, model baseline mitigation measures, and follow up with SJVAPCD for revisions and approval (assuming only minor revisions). Assemble an application approval packet once the ISR is approved. Advise PHA whether ISR specifications should be included in the bid package based on the results of the ISR. Provide ISR specifications if needed.
- Pay the ISR Application Filing Fee as a reimbursable (\$841 + \$20 credit card fee for non-residential projects according to SJVAPCD Rule 3180).

Exclusions:

Services not included under our scope of work, but that may be provided upon request, include the following:

- Construction Staking
- Environmental studies and investigations beyond those specifically included herein
- Landscape Architecture services
- Geotechnical Investigations and engineering
- Design services related to the relocation of franchise utilities
- Design of “dry utilities;” e.g., gas, electric, site lighting and communications
- Preparation of flood-related studies and calculations other than specifically included above. We assume the floor elevation of structures can be set 12-inches above the flood surface, as designated on the applicable FEMA Flood Insurance Rate Map
- Daily construction inspection and testing
- Re-design costs due to value engineering requirements or other changes beyond our control
- Attendance at weekly or bi-weekly site meetings during the construction phase
- Payment of fees
- In-person meetings in Porterville, except as may be included above
- Design services for the sports complex beyond the site master plan
- Implementation, execution, installation, maintenance, tracking, oversight, or modifications to the ISR, SWPPP, or any components thereof, except as described above.
- Qualified SWPPP Practitioner (QSP) services.
- SWPPP BMP implementation and maintenance.
- Additional environmental services related to wetland permitting (401, 404, and 1602) or any biological compliance services.
- EIR, DEIR, Neg Dec, and/or other CEQA-related reports, analyses, correspondence, et.
- Public hearings
- Documentation for LEED, WELL, or other rating systems
- Property line noise for emergency generators or other similar equipment
- Substantial redesign beyond our control due to extensive value engineering or owner-requested changes following the design development phase
- Assessment of structural vibration, such as footfall including floor vibration, finite element analysis, structural recommendations, etc.
- Acoustical mockups, simulations, and demonstrations
- Ground-borne vibration assessment
- Additional meetings, drawing reviews, and construction phase site visits.

Discipline: Landscape Architecture

Consultant: O'Dell Engineering

Scope:

Task 1: Public Engagement and Programming (Library Site)

- Study of existing plans, background information, and preparation of base files using architectural and topographic survey files.
- Review and list applicable codes and design and construction standards.
- Assist architects with the basis of design and prepare a narrative of the outdoor spaces.

Task 2: Schematic Design Phase

- Obtain public engagement and programming feedback and initiate schematic design. This phase includes the following deliverables:
 - o Landscape conceptual plan (hand-drawn sketches or simple CAD line plans) for initial feedback.
 - o ROM cost estimate (landscape)
 - o Post client feedback & preferences, and refinements to the concept plan.
 - o Refined site furnishings & finishes plan
 - o Refined planting design plan (not including MWELO calculations).

Task 3: Design Development Phase (50% and 100% Plans)

- Following the approval of the schematic design deliverables, O'Dell Engineering landscape architects will move them into design development level deliverables (to be issued as 50% and 100% packages). These phases include the following deliverables:
 - o Project information
 - o Site furnishings & finishes plan
 - o Irrigation design intent plan
 - Irrigation design
 - Irrigation schedules
 - o Planting design plan (not including MWELO calculations).
 - o Key construction details (city standards will be used, where applicable)
 - o Outline technical specifications.
 - o ROM cost estimate (landscape)

Task 4: Construction Document Phase (50%, 90%, and 100% PS&E)

- O'Dell Engineering landscape architects will prepare site improvement plans for submittal to the clients in three stages (50%, 90% & 100%). Landscape Improvement plans include routine information normally required including:
 - o Project information
 - o Site furnishings & finishes plan
 - o Horizontal control plan
 - o Irrigation design plan
 - Irrigation design
 - Irrigation schedules
 - o Planting design plan including MWELO calculations.
 - o Key construction details (city standards will be used, where applicable)
 - o Technical specifications
 - o ROM cost estimate (landscape)

Task 5: Meetings/Coordination & Processing

- Meeting 1 (in-person): Site Visit and Kick-off meeting w/ Clients and PHA team to determine project objectives.
- Meetings 2 & 3 (virtual): Meetings w/ PHA team to discuss initial and refined conceptual landscape plans.
- Meeting 4 & 5 (virtual): Meetings w/ PHA team to discuss 50% and 100% Design Development sets.
- Meetings 6, 7 & 8 (virtual): Meeting w/ PHA team to discuss 50%, 90% and 100% Construction Documents.

Exclusions:

- Excludes providing additional design options or additional consultation and coordination outside of the scope of work, as requested by the clients. This may include additional meetings with the Clients and /or City agencies.
- Major changes to the site plan after the Design Development phase will require an additional service.
- No off-site landscape architecture scope is envisioned.
- Excludes master-planning services for the adjacent future sports complex.
- Excludes 3D Renderings (can be provided as an additional service).
- Excludes exterior signage design.
- Excludes site lighting design.
- Excludes design of shade structures and / or canopies.
- Excludes structural engineering for seat walls, play equipment footings, canopies, shade structures etc.
- Excludes grading, ADA compliance studies and site utility designs.
- All landscape improvements are assumed to be at ground level with no landscape on-structure or roof decks.
- Scope does not include fees, permits, or processing of permits

Discipline: Acoustical Consulting Services**Consultant: Charles M. Salter Associates, Inc.****Scope:****Environmental Noise Study (CALGreen Code)**

- Visit the project site and perform up to three, minimum 24-hour measurements, supplemented with 15-minute measurements as necessary at project setbacks. The Consultant will rely on the Architect to facilitate the site visit.
- Using future traffic volume data, calculate the expected future noise levels at the proposed Library façade setbacks.
- Create a 3D noise model to quantify the noise level that will be impacting the various facades.
- Calculate the window and wall noise reduction ratings that will be necessary to meet the State Building Code standard (CALGreen Code, City General Plan, etc.).
- Summarize the analysis and results in a written report.

Schematic Design

- Participate in a kickoff meeting to discuss acoustic goals and expectations for the project, including design criteria for the library.
- Produce an acoustic narrative with the following content:
 - o Acoustical design goals for sound isolation and background noise from HVAC systems.
 - o Floor plan markups showing recommended interior wall types, including between the library and parking garage, and interior door types.
 - o Recommended floor/ceiling assemblies for separating the various uses from each other.
 - o Sound absorbing finishes for amenities and lobbies
 - o HVAC noise and vibration reduction guidelines
 - o Plumbing isolation guidelines
 - o Typical details for pipe and duct penetrations, and outlet boxes
- Participate in a meeting to review the narrative and coordinate with other disciplines.
- Finalize the narrative as part of the SD package.

Design Development

- Review the incorporation of the SD phase recommendations into the drawing set and specifications.
- Estimate the ventilation system noise levels and provide additional recommendations as necessary, including airspeed limits, internally lined ductwork, and sound traps.

Construction Documents

- Review the incorporation of the DD phase recommendations into the drawing sets and specifications.
- Review the wall types to be used around the core-and-shell spaces.
- Provide acoustical input to the architectural, curtainwall, mechanical, plumbing, and electrical specifications.

- Using provided manufacturer sound data, update the mechanical noise calculations, including the expected noise intrusion into the occupied spaces from mechanical equipment.

Bidding – to be billed hourly

- Minimal involvement. Will consult hourly as needed. Answer questions raised by potential bidders.
- Assist in the review of bid proposals.
- Provide assistance during negotiations.

Construction – to be billed hourly

- Review submittals and respond to contractor RFIs.
- Visit the site to observe items of acoustical interest – such as framing, plumbing isolation, MEP equipment vibration installation, sound-rated ceilings, and room finishes – and provide a written report for each visit.

Exclusions: Services not included but available with a separate proposal.

- Weekly or bi-weekly meeting with the Architect and/or the City (OAC)

Discipline: Audiovisual Consulting Services

Consultant: Charles M. Salter Associates, Inc.

Scope:**Schematic Design**

- Participate in a programming meeting with stakeholders and end users to determine AV requirements, including changes in design strategies with new building designs and concepts.
- Assist the Architect with space and infrastructure planning for AV systems.
- Issue a Basics-of-Design Narrative that includes:
 - o AV technology design criteria
 - o Preliminary space and infrastructure requirements
 - o Room-by-room description of the functional requirements for audiovisual systems
- Issue and updated narrative based on design team feedback.

Design Development

- Design a pathway infrastructure for audiovisual systems, including conduits, backboxes, floor boxes, backing for displays, terminal cabinets, etc.
- Provide architectural and MEP coordination for AV systems.
- Provide cutsheets of proposed audiovisual devices for coordination.
- Coordinate the following infrastructure design elements:
 - o System site pathways and infrastructure
 - o HVAC requirements for equipment rooms in service provider and owner estimated loads based on owner input and coordination
 - o Seismic anchoring and support requirements for AV equipment and infrastructure
 - o Millwork coordination for AV
- Deliver CSI-formatted Division 27 AV specifications.
- Provide the following drawings:
 - o Symbols list and drawing index
 - o AV site plan
 - o Equipment room plans
 - o Floor plans and reflected ceiling plans showing horizontal pathways, outlets, cable quantities, and devices
 - o AV Conduit riser diagrams

Construction Documents

- Refine equipment lists and OPCC.
- Review door hardware schedule and specifications to verify that security-related electrified and mechanical hardware is specified correctly.
- Finalize the specifications.
- Finalize drawings and add the following:
 - o AV receptacle plate details
 - o Mounting location information for audio, video, and control devices
 - o AV and security equipment rack elevations

- Single-line audio/video/control functional diagrams
- Architectural coordination detail sheets
- Pathway routing, including barrier penetration details
- Technology room details and elevations
- Security door details
- Installation details

Bidding – to be billed hourly

- Assist in the pre-selection of qualified subcontractors.
- Address contractor questions
- Assist in pre-bid conferences with prospective bidders and respond to questions and clarifications raised.
- Assist in the evaluation of bids and awarding of contracts.

Construction – to be billed hourly

- Review submittals and respond to contractor RFIs.
- Visit the site prior to the closure of walls to observe installed infrastructure (e.g., conduit).
- Perform a punchlist walk after substantial completion.
- Review preliminary audiovisual test reports.
- Conduct audiovisual system acceptance testing with the contractor to witness baseline system functionality; this site visit will not be conducted until preliminary test reports are received.
- Review of contractor closeout documentation.

Exclusions: Services not included but available with a separate proposal.

- Substantial redesign due to extensive value engineering or owner-requested changes following the design development phase.
- Preparation of documents related to existing utilities.
- Paging and sound-masking system design.
- Fire alarm and emergency communications systems design.
- Neutral-host DAS design.
- Emergency Responder Radio Communications Systems.
- Additional meetings, milestone deliverables, drawing reviews, or site visits.
- Attendance at public hearings.
- Witnessing performance tests.
- Digital signage software and content.
- CATV cabling and system design.
- Sound masking and paging.
- Videowalls, exhibits, and experience-based audiovisual systems.
- Mockups.
- Providing hard copies of drawings or specifications.

Discipline: Security Consulting Services

Consultant: Charles M. Salter Associates, Inc.

Scope:

- The security system design will include TI items – such as turnstiles and cameras – and identification of potential base-building scope (e.g., entry doors, security for the stairs).
- Access control system
- IP-based video surveillance system (closed-circuit television)
- Wireless electronic door-locking hardware and software.
- Security and emergency intercom systems
- Turnstile and elevator coordination

Schematic Design

- Participate in a programming meeting with stakeholders – including IT and security staff – to determine security requirements, including changes in design strategies with new building design and concepts.
- Assist architect with space and infrastructure planning for security systems.
- Issue a Basis-of-Design (BoD) Narrative that includes the following:

- Low-voltage technology design criteria
- Preliminary space and infrastructure requirements
- Security protection schemes, equipment locations, spaces related to the security function, and architectural considerations related to security.
- Issue an updated narrative based on design team feedback.

Design Development

- Design a pathway infrastructure for audiovisual systems, including conduits, backboxes, floor boxes, backing for displays, terminal cabinets, etc.
- Provide architectural and MEP coordination for security systems.
- Provide cut sheets of proposed audiovisual devices for coordination.
- Coordinate the following infrastructure design elements:
 - System site pathways and infrastructure
 - Security room layout and equipment power (as coordinated with service providers and owner)
 - HVAC requirements for equipment rooms in service provider and owner estimated loads based on owner input and coordination.
 - Seismic anchoring and support requirements for security equipment and infrastructure
 - Millwork coordination for LVT
- Coordinate the following security system design elements:
 - Locking hardware and ADA operators that integrate with the security systems.
 - Fire-life safety inter-ties
 - Telecommunications connections to security system
 - Security device installation details
 - Door and frame manufacturer preparation for security devices
- Deliver CSI-formatted Division 27 and 28 SECURITY outline specifications.
- Provide the following drawings:
 - Symbols list and drawing index.
 - security site plan
 - Equipment room plans.
 - Floor plans and reflected ceiling plans showing security devices.
 - Security Riser diagrams
 - Access control, video surveillance, and intrusion detection systems block diagrams.

Construction Documents

- Refine equipment lists and OPCC.
- Review door hardware schedule and specifications to verify that security-related electrified and mechanical hardware is specified correctly.
- Finalize the specifications.
- Finalize drawings and add the following:
 - Security equipment rack elevations
 - Single-line audio/video/control functional diagrams
 - Architectural coordination detail sheets
 - Pathway routing, including barrier penetration details.
 - Technology room details and elevations
 - Security door details
 - Installation details
- Review and comment on the cost estimator's estimate
- Issue documents at three milestones: 50%CD, 95%CD, and 100%CD

Bidding – to be billed hourly

- Assist in the pre-selection of qualified subcontractors.
- Address contractor questions
- Assist in pre-bid conferences with prospective bidders and respond to questions and clarifications raised.
- Assist in the evaluation of bids and awarding of contracts.

Construction – to be billed hourly

- Review submittals and respond to contractor RFIs.
- Visit the site prior to the closure of walls to observe installed infrastructure (e.g., conduit)
- Perform a punch list walk after substantial completion.

- Review preliminary security test reports.
- Conduct the security system acceptance testing with the contractor to witness baseline system functionality; this site visit will not be conducted until preliminary test reports are received.
- Review of contractor closeout documentation

Exclusions:

The following tasks are not included in the above scope of services. If desired, we can prepare a separate proposal for these tasks:

- Weekly or bi-weekly meetings with you and/or the city
- Exterior-to-Interior Noise Study – we understand this was provided by others for the base building system as part of the core and shell project.
- Property line noise for emergency generators or other similar equipment
- Substantial redesign beyond our control due to extensive value engineering or owner-requested changes following the design development phase.
- Acoustical consulting for tenant improvements in retail spaces, or for the residential or parking components of the overall project
- Acoustical consulting for amenity spaces with special acoustical requirements, such as theaters, music rooms, or recording spaces.
- Assessment of structural vibration, such as footfall induced floor vibration, finite element analysis, structural recommendations, etc.
- Ground-borne vibration assessment
- Additional meetings, drawing reviews, construction phase site visits.

Discipline: Telecommunications Consulting Services

Consultant: Charles M. Salter Associates, Inc.

Scope:

- Backbone cabling requirements from the main equipment room to other telecommunication rooms
- Horizontal cabling system
- Ventilation and power requirements for IDF rooms/closets
- Technology infrastructure
- Data connectivity to base-building systems designed by others for BMS controls, lighting, and fire life safety interface.

Schematic Design

- Participate in a programming meeting with stakeholders – including IT and security staff – to determine telecommunication requirements, including changes in design strategies with new building design and concepts.
- Assist architect with space and infrastructure planning for telecommunications infrastructure.
- Issue a Basis-of-Design (BoD) Narrative that includes the following:
 - o Low-voltage technology design criteria
 - o Preliminary space and infrastructure requirements
- Issue an updated narrative based on design team feedback.

Design Development

- Design a pathway infrastructure for audiovisual systems, including conduits, backboxes, floor boxes, backing for displays, terminal cabinets, etc.
- Provide architectural and MEP coordination for telecommunications.
- Coordinate the following infrastructure design elements:
 - o System site pathways and infrastructure
 - o Telecommunications room layout and equipment power (as coordinated with service providers and owner)
 - o HVAC requirements for equipment rooms in service provider and owner estimated loads based on owner input and coordination.
 - o Seismic anchoring and support requirements for telecommunications equipment and

infrastructure

- Deliver CSI-formatted Division 27 Telecommunications outline specifications.
- Provide the following drawings:
 - o Symbols list and drawing index.
 - o Telecom site plan
 - o Telecom equipment room plans.
 - o Floor plans and reflected ceiling plans showing horizontal pathways, outlets, cable quantities, and devices.
 - o Riser diagrams for conduit, copper/optical fiber backbone, and grounding/bonding pathways

Construction Documents

- Finalize telecom specifications.
- Finalize drawings and add the following:
 - o Telecom equipment rack elevations
 - o Pathway routing, including barrier penetration details.
 - o Technology room details and elevations
 - o Installation details

Bidding – to be billed hourly

- Assist in the pre-selection of qualified subcontractors.
- Address contractor questions
- Assist in pre-bid conferences with prospective bidders and respond to questions and clarifications raised.
- Assist in the evaluation of bids and awarding of contracts.

Construction

- Review submittals and respond to contractor RFIs.
- Visit the site prior to the closure of walls to observe installed infrastructure (e.g., conduit)
- Perform a punch list walk after substantial completion.
- Review telecommunications cable test results
- Review of contractor closeout documentation

WI-FI PREDICTIVE MODELING (HEAT MAPPING REPORT)

- Salter will provide a wireless access point (WAP) layout design based on coordination with City's IT staff and our radio frequency (RF) heat mapping analysis based on the construction document drawings.

Wi-Fi – Design Development

- Load building floor plans with material types into wireless analysis software to determine the preliminary wireless access point locations based on coverage requirements.
- Determine which building services will be required to be supported by Wi-Fi.
- Consult with the building representative on the Wi-Fi vendor technology and property backbone network equipment requirements to obtain the properties coverage requirement goals for the Wi-Fi network.
- Conduct RF signal strength heat mapping.
- Issue report with heat maps
- Revise WAP layouts based on Owner feedback.
- Issue updated WAP layouts.

Wi-Fi – Construction Documents

- Conduct RF signal strength heat mapping based on the Construction Document conditions.
- Issue report with revised heat maps
- Revise WAP layouts based on Owner feedback.
- Issue updated WAP layouts.

Wi-Fi – Construction

- We have included one day (eight hours) of in-office consulting and one site visit. We would perform the following tasks:
- Conduct one site survey to verify RF coverage.
- Provide one report summarizing the site survey.

Exclusions:

ADDITIONAL SERVICES

- The following tasks are not included in the above scope of services. If desired, we can prepare a separate proposal for these tasks:

- Acoustical, AV, and security consulting (under separate proposals)
- Emergency Responder Radio Communications System (ERRCS)
- Substantial redesign due to extensive value engineering or owner-requested changes following the design development phase.
- Preparation of documents related to existing utilities.
- Paging and sound-masking system design
- Fire alarm and emergency communications system (ECS) design
- Neutral-host DAS design
 - o Emergency Responder Radio Communications Systems (ERRCS)
 - o Additional meetings, milestone deliverables, drawing reviews, or site visits.
 - o Attendance at public hearings
 - o Witnessing of performance tests
 - o Digital signage software and content
 - o CATV cabling and system design.
 - o Sound masking and paging
 - o Videowalls, exhibit and experience-based audiovisual systems
 - o Mockups
 - o Providing hard copies of drawings or specifications

Discipline: Lighting Design Services

Consultant: Minuscule Lighting Design

Scope:

- Interior front-of-house areas
- Stack lighting
- Exterior building-mounted lighting
- Site and landscape lighting

Schematic Design

- Meetings with the Owner, Architect, and other Consultants to discuss project concepts, illumination criteria, project cost guidelines, and schedule parameters.
- Design basis report outlining the recommended program for lighting design for Client approval.
- Prepare hand sketches, rendered plans and elevations, imagery, and other visual presentation elements required for communication of the lighting design intent within the design team.
- Design studies and conceptual lighting designs for typical space types. Approved concepts will be the basis of the design in Design Development.

Design Development

- Electric lighting calculations as required for in-house verification of design concepts. Calculations are used as a design tool to study the quality and quantity of luminaires and are not intended to be issued to others.
- Prepare a Revit lighting model based on 3D Revit backgrounds provided by the architect. Lighting families provided by MLD will consist of simple geometrical shapes for coordination and not for photorealistic renderings.
- Preliminary luminaire schedule and luminaire cut-sheet package.
- Provide an opinion of the material cost of lighting fixtures based on pricing data provided by manufacturer representatives
- Memo with total lighting load and assumed allowed maximum lighting load for assistance in confirmation of compliance with Title 24 lighting section by others.

Contract Documents

- Assist with the coordination of lighting design with architectural and electrical design. Revised lighting layouts will be provided as mark-ups and/or Revit model as applicable – whichever is the most efficient for the project.
- Prepare the final luminaire schedule and luminaire cut-sheet package.
- Lighting fixture mounting details in sketch format as required for design intent.
- Sequence of Operations explaining the controls design intent, and/or zoning diagram in sketch form.

- Assist with confirmation of compliance with the maximum allowable connected load for lighting as dictated by the lighting section of the applicable energy code.

Construction Administration – to be billed hourly

- Assist architect in responding to RFIs as pertains to MLD scope.
- Review shop drawings and/or submittals of lighting equipment specified by MLD

Exclusions:

- MLD's scope of work does not include back-of-house or preparation of photometric plans for submission to plan review and is assumed to be the responsibility of others. See also General section note (a).

Discipline: Fire Sprinklers

Consultant: Lawrence Engineering Group

Scope:

Fire Sprinklers

- A full fire sprinkler system will be designed for the facility. The fire system riser will be detailed, sprinkler heads will be located on the plans and all lines will be sized and calculated. The submittal will include equipment cut sheets and full system calculations.

Discipline: Foodservice Design

Consultant: Webb Foodservice Design

Scope:

The consultant will collaborate with the design team and project stakeholders to develop the foodservice design.

SCHEMATIC DESIGN PHASE

- Participation in meetings with project stakeholders:
- Program verification review
- Develop guiding principles & goals with project stakeholders.
- Review menu, serving, and operational styles from end user and operator.
- Review foodservice space requirements.
- Review requirements for service, loading, and waste.
- Block out test fit and adjacency diagrams showing the kitchen, serving, and dining areas.
- Schematic equipment tests fit plan.
- Coordination of utility and infrastructure requirements with the design team.
- Equipment utility needs matrix.
- Equipment floor plan in Revit (Hardline Plan).
- Equipment budget (cost per square foot).
- Basis of design narrative (with major equipment systems).

DESIGN DEVELOPMENT PHASE

- Equipment floor plan (itemized)
- Equipment schedule (itemized w/ utility requirements)
- Review equipment selections with end users
- Construction details
- Infrastructure coordination with the design team
- Plumbing rough-in plans
- Electrical rough-in plans
- Refrigeration rough-in plans
- Remote refrigeration rack coordination and plans
- Building works plan (floor depressions & exhaust data)
- Exhaust hood/system coordination and plans
- Equipment cut sheet book.
- Equipment specifications (itemized)
- Equipment budget (itemized)

CONSTRUCTION DOCUMENTS

- Custom equipment elevations.
- Custom equipment details and sections.
- Final equipment rough-in plans.
- Coordination of foodservice related finishes with the interior design team.
- High-level review of other discipline plans.
- Provide equipment information to the structural engineer. Details and calculations are to be provided by the structural engineer.
- Final equipment specifications (section 11 4000).
- Final equipment cut sheets.
- Value engineering strategy and coordination.

PLAN CHECK

- Coordination of health department submittal requirements with the design team
- Health department plan check corrections (responses and changes)
- Assist with city plan check corrections (foodservice items only)

BIDDING: – to be billed hourly

- Foodservice equipment bid review and comparison.
- Respond to foodservice related RFI's.

CONSTRUCTION ADMINISTRATION – to be billed hourly

- Respond to foodservice related RFI's.
- Develop design bulletins and addendums.
- Review custom equipment submittals.
- Review buy-out equipment submittals.
- Provide a written punch list report.
- Develop project close-out documents for foodservice related components.

Discipline: Signage and Wayfinding**Consultant: Paul Halajian Architects****Scope:**

- Discuss branding, identity, and placemaking concepts and investigate strategies that will capitalize on investment in new library facility.
- Create initial graphics, font types, materials and colors that reinforce library identity.
- Develop strategy for way finding and place making.
- Develop graphic representation of overall signage and wayfinding approach.
- Identify sign types, directories, monument signs and other wayfinding tools.
- Develop signage and wayfinding schedule and coordinate with construction documents and specifications.
- After the Signage contract is awarded, obtain mock-ups for final Library approval.
- Oversee installation.
-

Discipline: Commissioning Authority Services**Consultant: Lawrence Engineering Services****Scope:**

The intention of Commissioning is to document and verify the project's energy-related systems are installed and tested to perform according to the Owner's Project Requirements (OPR), Basis of Design (BOD), and construction documents that span the entire design and construction process.

Commissioning Services:

- Assist in developing the Owner's Project Requirements.
- Assist designers in the creation of the Basis of Design.
- Complete Design Review Compliance Forms, NRCC-CXR-E, to comply with 2022 California Energy Code.
- Provide and coordinate Commissioning specifications.
- Develop the Commissioning Plan based on the OPR, BOD, and construction documents.

- Provide a review of design plans to ensure adherence with OPR and BOD.
 - Work with contractors to create functional tests for contractors to perform per system.
 - Conduct commissioning meetings with the construction team, as necessary.
 - Compile contractor reports and functional test results for review/integration into the Final Commissioning Report.
 - Document fulfillment of maintenance and operation training.
 - Provide specifications as needed for contractor education of the commissioning process.
 - Conduct site visits to witness functional testing by contractors.
 - Provide a Final commissioning Report in PDF only.
-

Discipline: Cost Estimating Services**Consultant: Sierra West Group Construction Consultants****Scope:**

- Prepare estimates at the programming, 100% schematic design, 50% design development, 100% design development, 50% construction document, and 90% construction document milestones.
 - The estimates will be prepared in a CSI format and will include civil, architectural, structural, mechanical, and electrical estimates.
-

Discipline: Traffic Impact Study Consulting Services**Consultant: Peters Engineering Group****Scope:**

- The Traffic Impact Study will be prepared in general conformance with the City of Porterville requirements and the *County of Tulare SB 743 Guidelines* dated June 8, 2020 (County Guidelines).

Kickoff Meeting

- The consultant will attend a kickoff meeting with City staff and Client to discuss pertinent aspects of the Project. It is assumed that the kickoff meeting will be accomplished via video conference or telephone.

Field Review

- Consultant will perform a field review to ascertain the existing road conditions and traffic patterns in the vicinity of the Project site.

Project Trip Generation

- Consultant will calculate the number of vehicle trips expected to be generated by the Project utilizing data available in the Institute of Transportation Engineers *Trip Generation Manual, 11th Edition* to the extent possible.

Project Traffic Modeling

Consultant will coordinate with the Tulare County Association of Governments (TCAG) to perform Project-specific traffic modeling. A select zone analysis will be requested to estimate the expected regional distribution.

Discipline: Commissioning Authority Services**Consultant: Lawrence Engineering Services****Scope:**

The intention of Commissioning is to document and verify the project's energy-related systems are installed and tested to perform according to the Owner's Project Requirements (OPR), Basis of Design (BOD), and construction documents that span the entire design and construction process.

Commissioning Services:

- Assist in developing the Owner's Project Requirements.
- Assist designers in the creation of the Basis of Design.
- Complete Design Review Compliance Forms, NRCC-CXR-E, to comply with 2022 California Energy Code.

- Provide and coordinate Commissioning specifications.
- Develop the Commissioning Plan based on the OPR, BOD, and construction documents.
- Provide a review of design plans to ensure adherence with OPR and BOD.
- Work with contractors to create functional tests for contractors to perform per system.
- Conduct commissioning meetings with the construction team, as necessary.
- Compile contractor reports and functional test results for review/integration into the Final Commissioning Report.
- Document fulfillment of maintenance and operation training.
- Provide specifications as needed for contractor education of the commissioning process.
- Conduct site visits to witness functional testing by contractors.
- Provide a Final commissioning Report in PDF only.

Discipline: Cost Estimating Services

Consultant: Sierra West Group Construction Consultants

Scope:

- Prepare estimates at the programming, 100% schematic design, 50% design development, 100% design development, 50% construction document, and 90% construction document milestones.
- The estimates will be prepared in a CSI format and will include civil, architectural, structural, mechanical, and electrical estimates.

Discipline: Traffic Impact Study Consulting Services

Consultant: Peters Engineering Group

Scope:

- The Traffic Impact Study will be prepared in general conformance with the City of Porterville requirements and the *County of Tulare SB 743 Guidelines* dated June 8, 2020 (County Guidelines).

Kickoff Meeting

- The consultant will attend a kickoff meeting with City staff and Client to discuss pertinent aspects of the Project. It is assumed that the kickoff meeting will be accomplished via video conference or telephone.

Field Review

- Consultant will perform a field review to ascertain the existing road conditions and traffic patterns in the vicinity of the Project site.

Project Trip Generation

- Consultant will calculate the number of vehicle trips expected to be generated by the Project utilizing data available in the Institute of Transportation Engineers *Trip Generation Manual*, 11th Edition to the extent possible.

Project Traffic Modeling

- Consultant will coordinate with the Tulare County Association of Governments (TCAG) to perform Project-specific traffic modeling. A select zone analysis will be requested to estimate the expected regional distribution of Project trips, along with associated estimates of vehicle miles traveled (VMT) per employee, if applicable. Utilizing the results of the modeling, the local distribution of Project trips will be estimated based on available traffic counts, the locations of complementary land uses, and engineering judgment.

VMT Analysis

- Consultant will review the Project trips calculated in Task 103 against trip generation thresholds established in the County Guidelines. The consultant will review the results of the travel model and information available in the County Guidelines to determine whether the Project will cause a significant transportation impact for CEQA purposes. If the Project will cause a significant impact, impact fees identified by the City of Porterville or those presented in the County Guidelines could be recommended as mitigation.

Agency Coordination

- Consultant will summarize the results of Tasks 101 through 105 in a scoping letter that will include a figure identifying the volume and distribution of project trips to the adjacent road network. The letter will be

presented to City staff with a request for a scoping meeting or written requirements for the study. The consultant will attend a scoping meeting with City staff if required. Based on the information presented, City staff (with input from any other affected agencies) will have the opportunity to identify the intersections and road segments required to be studied.

PHASE II – TRAFFIC ANALYSES AND REPORT

- Upon completion of Phase I of the traffic impact study, the Consultant will provide the Client with the actual fee for Phase II of the study based on the study locations required by the City and affected agencies. Phase II of the study will begin when the Client authorizes the fee associated with Phase II of the study based on the actual scope of work required by City staff.

Traffic Counts

- Manual traffic counts (including turning movements, bicycles, pedestrians, and heavy vehicles) will be performed at the study intersections required by the city between the hours of 7:00 a.m. and 9:00 a.m. on a weekday morning and between the hours of 4:00 p.m. and 6:00 p.m. on a weekday evening, or at times specified by the City. If required by the City, 24-hour counts will be performed on study road segments.

Pending and Cumulative Projects

- Consultant will coordinate with City staff to identify pending projects in the vicinity of the site. The additional traffic volumes expected to be generated by those projects will be estimated and included in the analyses.

Traffic Analyses

- The consultant will perform intersection and road segment analyses as required by the City. It is anticipated that analyses will be required for at least the following scenarios:
 - o Existing Conditions.
 - o Existing-Plus-Project Conditions.
 - o Near-Term With-Project Conditions; and
 - o Cumulative (Year 2044) With-Project Conditions.
- Operational analyses will be performed to determine the level of service and queuing conditions at the study locations for each of the study scenarios.
- The time periods to be analyzed include the weekday a.m. and p.m. peak hours. Future traffic volume forecasts will be based on the TCAG travel model and either an increment method or a growth rate determined from the model output.
- If potential traffic issues are identified as a result of the operational analyses (levels of service), recommendations to improve levels of service will be developed.
- Traffic signal warrant analyses will be performed if required by the City.

Traffic Impact Study Report

- Consultant will prepare a report for review by the Client, City staff, and any other affected agencies. The report will be provided in electronic portable document format (pdf) and will include a presentation of the results of the tasks outlined herein. Should the City or other reviewing agencies have comments requiring revisions to the report, the report will be revised, or an addendum report will be prepared to address each comment. Comments by a reviewing agency that require work that was not included in the scope agreed upon during Phase I will be performed as Additional Services as described below.

Exclusions:

- For the purposes of this proposal, it is assumed that weekend analyses will not be required.

Discipline: Geotechnical Engineering

Consultant: Krazan and Associates, Inc.

Scope:

- Drill eight (8) exploratory borings within the site to evaluate the subsurface soil conditions. The exploratory borings will be advanced to depths of approximately 10 to 25 feet or auger refusal.
- Two (2) bulk subgrade soil samples will also be collected for laboratory R-Value testing.
- During drilling operations, penetration tests will be performed at regular intervals to evaluate the soil consistency and to obtain information regarding the engineering properties of the subsoils. Soil samples will be retained for laboratory testing.
- The soils encountered will be continuously examined and visually classified in accordance with the Unified Soil Classification System.

- All fieldwork will be done under the supervision of a Geotechnical Engineer.
- The Geotechnical Engineering Investigation Report will address the following items:
 - o Introduction
 - o Site Description
- Geologic Setting
- Soils Profile and Subsurface Conditions
- Groundwater Conditions
- Engineering Conclusions and Recommendations of:
 - o *Site Preparation*
 - Over-Excavation
 - Non-Expansive Fill
 - Compaction Requirements
 - Utility Trench Requirements
 - Mitigation Measures for Expansive Soils
 - o *Structure Requirements*
 - Bearing Capacity for Various Foundation Designs
 - Footing Depth Requirements
 - Anticipated Settlement
 - Floor Slab Reinforcement
 - Moisture Barrier Requirements
 - Lateral Earth Pressures
 - Chemically Reactive Soil Conditions Related to Construction Materials
 - Site Class, Site Coefficients, and Design Spectral Response Acceleration Parameters per 2022 CBC Code.
 - o *Pavement Requirements*
 - R-Value Testing of Soils
 - Pavement Sections for Various Traffic Loads
 - Compaction Requirements
- Boring Location
- Boring Logs
- Discussion of Field and Laboratory Testing Methods

Exclusions:

Laboratory testing will be dependent on the results of the field-testing and sampling program, as well as consideration of the foundation system most practical and cost-effective for the project. A series of dry density determinations, moisture contents, expansion tests, direct shear tests, R-Value, and consolidation tests are anticipated. The results of the field exploration, laboratory testing, and engineering analysis will be presented in a formal report after a thorough discussion of the project findings with the other Project Consultants.

The estimate does NOT include environmental assessment costs, geologic hazards evaluation costs, plan review costs on construction testing and inspection costs. The scope of services does not include percolation testing or excavation of backhoe pits. If any of the additional services are needed, please do not hesitate to contact me. This proposal is valid for a period of 90 days after which Kraza & Associates reserves the right to modify its content.

FEE BREAKDOWN

ASSUMPTIONS			
Assumed Site area	128,142	gsf	
		\$	30.00 \$/sf
			\$ 3,844,248
Assumed Building Area	40,000	gsf	
		\$	628.89 \$/sf
			\$25,155,752
Site Structures	5,000		
		\$	200.00
			\$1,000,000
TOTAL ASSUMED CONSTRUCTION COST		\$	750 \$30,000,000
TOTAL CONSTRUCTION BUDGET			\$30,000,000
Fee for Basic Services Design/Bid/Build	7.31%	\$	2,193,000
Fee for Additional Services	3.44%	\$	1,033,000
FEE FOR BASIC AND SUPPLEMENTAL SERVICES		10.75%	\$ 3,226,000
Reimbursable Budget		\$	20,000

			46.87%		9.49%		4.65%		6.97%
Basic Services									
			Architectural PHA 68.95%	% by phase		Structural P&P 13.95%	Mech/Plumb LEG 6.84%	Elect RSE 10.26%	
Programming/Concept Design	2.0	3%	\$ 45,360	0%	\$ -	\$ -	\$ -	\$ -	
Schematic Design	3.0	15%	\$ 226,800	20%	\$ 61,200	\$ 30,000	\$ 45,000		
Design Development	2.5	12%	\$ 181,440	13%	\$ 39,780	\$ 19,500	\$ 29,250		
Construction Documents Phase	5.5	40%	\$ 604,800	40%	\$ 122,400	\$ 60,000	\$ 90,000		
Approval Phase	1.5	3%	\$ 45,360	5%	\$ 15,300	\$ 7,500	\$ 11,250		
Bidding Phase	1.5	2%	\$ 30,240	2%	\$ 6,120	\$ 3,000	\$ 4,500		
Construction Administration Phase	16.0	25%	\$ 378,000	20%	\$ 61,200	\$ 30,000	\$ 45,000		
	32.0	100%	\$ 1,512,000	100%	\$ 306,000	\$ 150,000	\$ 225,000		

68%	
Fee for Basic Services 100.00%	% by phase
\$ 45,360	2.1%
\$ 363,000	16.6%
\$ 269,970	12.3%
\$ 877,200	40.0%
\$ 79,410	3.6%
\$ 43,860	2.0%
\$ 514,200	23.4%
\$ 2,193,000	100%

Non-Library related Scope (monument design)	\$ 30,240
---	-----------

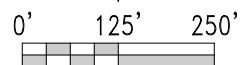
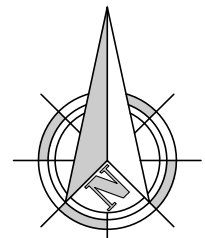
158.00	miles round trip
\$ 0.655	\$/mile
\$ 103.49	\$/trip
40.00	# of trips
\$ 4,139.60	PHA reimbursable budget
\$ 2,985.00	Printing/plotting budget

			Supplemental Services																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
--	--	--	-----------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Library related Scope (Sports Complex Masterplanning, FEMA studies, SWPPP, ISR, Commissioning, Traffic Study, Geotechnical Investigation)	\$ 60,800	\$ 30,000	\$ 18,500	\$ 6,900	\$ 146,440.00
---	-----------	-----------	-----------	----------	---------------

	duration mos	% by phase
Programming/Concept Design	2.0	
Schematic Design	3.0	
Design Development	2.5	
Construction Documents Phase	5.5	
Approval Phase	1.5	
Bidding Phase	1.5	
Construction Administration Phase	16.0	
	32.0	

Fee for Basic and Supplemental Services 100.00%	% by phase
\$ 126,360	3.92%
\$ 527,540	16.4%
\$ 495,184	15.3%
\$ 1,207,520	37.4%
\$ 150,180	4.7%
\$ 53,056	1.6%
\$ 666,160	20.6%
\$ 3,226,000	100.0%
\$ -	



SCALE: 1" = 250'

CITY OF PORTERVILLE
ENGINEERING DIVISION

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

LOCATOR MAP

DRAWN BY	GG
CHECKED BY	SW
SCALE	1" = 250'
DATE	3/1/2023

SHEET
1
OF
1



CITY COUNCIL AGENDA – AUGUST 15, 2023

SUBJECT: Approval of Active Transportation Program (ATP) Measure R Program Supplements to Cooperative Agreements

SOURCE: Engineering and Project Management

COMMENT: The Tulare County Association of Governments (TCAG), acting as the Local Transportation Authority ("Authority") is requesting that the City approve and submit a Supplemental Agreement (SA) for the Butterfield Stage Corridor Project and the Rails to Trails Corridor Lighted Crosswalk Project. The Butterfield Stage Corridor project will develop an active transportation corridor of approximately 3.9 miles in length that will include solar lighting, water stations, wayfinding, benches, and controlled crossing systems. The Rails to Trails Corridor Lighted Crosswalk Project included the installation of high visibility crosswalk warning lights systems in various locations along the existing Rails to Trails Corridor (now called the Santa Fe Byway).

The Authority requires the processing of an SA for each project for the purpose of reimbursing one hundred percent (100%) of the design, construction management, quality control, and non-participating construction costs. The Active Transportation Program (ATP) grant will fund up to \$6,700,000 of the construction costs of the Butterfield Stage Corridor Project, requiring a total amount of \$6,473,499 of the City's share of the Measure 'R' Alternate Transportation Funds to fully fund the project. The ATP grant originally covered up to \$107,000 of the Rails to Trails Corridor Project, but delays in delivery of final documentation requires this amount to now be covered by the City's share of the Measure 'R' Alternate Transportation Funds and the existing agreement to be updated.

As stated above, a Supplemental Agreement, Resolution and Exhibit 'A' must be received by the Authority before the City can seek reimbursement for said design, non-participating construction, and construction management costs. Exhibit 'A' provides the project title, project scope, and estimate of probable cost for each project.

RECOMMENDATION: That the City Council:

1. Approve the attached draft Resolutions in support of the Program Supplements to the Cooperative Agreement;
2. Authorize the Mayor and City Clerk to execute the Program Supplements, and
3. Authorize staff to forward the executed Program Supplements to TCAG for approval.

ATTACHMENTS:

1. Measure 'R' Program Supplement to Cooperative Agreement - Butterfield
2. Draft Resolution - Butterfield Stage Corridor
3. Locator Map - Butterfield Stage Corridor
4. Measure 'R' Program Supplement to Cooperative Agreement - Rails to Trails
5. Draft Resolution - Rails to Trails
6. Locator Map - Rails to Trails Corridor

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

MEASURE 'R' PROGRAM SUPPLEMENT TO COOPERATIVE AGREEMENT

This Program Supplement is made and entered into on **August 15, 2023**, by and between the City of Porterville ("Sponsor") and the TULARE COUNTY ASSOCIATION OF GOVERNMENTS, acting as the Local Transportation Authority ("Authority").

This Program Supplement hereby incorporates the "Measure 'R' Cooperative Agreement" for Measure 'R' expenditures, which was entered into between the Sponsor and the Authority on May 29, 2007, and is subject to all terms and conditions thereof. This Program Supplement is executed under authority of Resolution No. ____-2023, approved by the Sponsor on August 15, 2023 (see copy attached).

Project scope and costs are incorporated herein as Exhibit "A" and agreed upon by Sponsor and Authority.

Covenants of Sponsor

- 1.1. SPONSOR agrees that it will only proceed with work authorized for specific phase(s) with a written "Authorization to Proceed" or AUTHORITY action and will not proceed with future phase(s) of this project(s) prior to receiving a written "Authorization to Proceed" or AUTHORITY action.
- 1.2. The SPONSOR will advertise, award, and administer the project(s) in accordance with SPONSOR standards.
- 1.3. Award information shall be submitted by the SPONSOR to the AUTHORITY within 60 days after the project contract award.
- 1.4. Failure to submit award information in accordance with section 1.3 will cause a delay (without interest or penalties) in AUTHORITY processing invoices for the construction phase.
- 1.5. If no costs have been invoiced for a six-month period, SPONSOR agrees to submit for each phase a written explanation of the absence of project(s) activity along with target billing date and billing amount.

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

COUNTY OF TULARE
TRANSPORTATION AUTHORITY

CITY OF PORTERVILLE

By: _____
Authority Director

By: _____
Martha A. Flores, Mayor

Attest:

By: _____
John D. Lollis, City Clerk

EXHIBIT “A”

Butterfield Stage Corridor Project

Project Scope

Development of an active transportation corridor (approximately 3.9 miles in length) to include solar lighting, water stations, wayfinding, benches, and controlled lighted crossing systems.

Project Costs

Butterfield Stage Corridor Project Tasks	Engineer's Estimate
Construction	\$10,863,407.00
Construction Management and Quality Control	\$1,086,340.00
Right of Way	\$50,000.00
Preparation Plans, Specifications and Estimate, Environmental Documentation and Caltrans Project Approval	\$1,173,752.00
Total Estimated Costs	\$13,173,499.00
Current Funding Sources	
ATP Share of Construction Only	\$6,700,000.00
Measure 'R' Construction Match	\$0.00
Measure 'R' Preliminary Engineering, Non-Participating Construction and Construction Management	\$6,473,499.00
Total Funding Available	\$13,173,499.00

Project Schedule

Butterfield Stage Corridor Project Tasks	Date
Environmental (PA/ED) complete	10/21/2021
Design (PS&E) complete	10/21/2023
Authorization to Advertise Project	12/31/2023
Award Construction Project	02/29/2024
Begin Construction	04/01/2024
End Construction	09/30/2024

RESOLUTION NO. _____ - 2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AFFIRMING AND APPROVING THE SUPPORT OF THE CITY COUNCIL FOR THE
BUTTERFIELD STAGE CORRIDOR PROJECT

WHEREAS, the City of Porterville Bike and Pedestrian Program is eligible to receive 100% reimbursement for the design, non-participating construction costs, construction management and quality control costs (\$1,223,752), and \$5,249,747 reimbursement for the construction costs associated with the Butterfield Stage Corridor Project, which meets the Measure 'R' guidelines and City General Plan for alternate modes of travel; and

WHEREAS, the Tulare County Association of Governments is requesting that the City of Porterville approve and submit a Supplemental Agreement that will allow the City to receive reimbursement for all design costs incurred in Fiscal Year 2022/2023 and all non-participating construction and construction management costs incurred in Fiscal Year 2023/204;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby affirm and approve support of the Butterfield Stage Corridor Project (ATP Grant) and authorizes the Mayor and City Clerk to execute the Program Supplement and any other related documents as may be required.

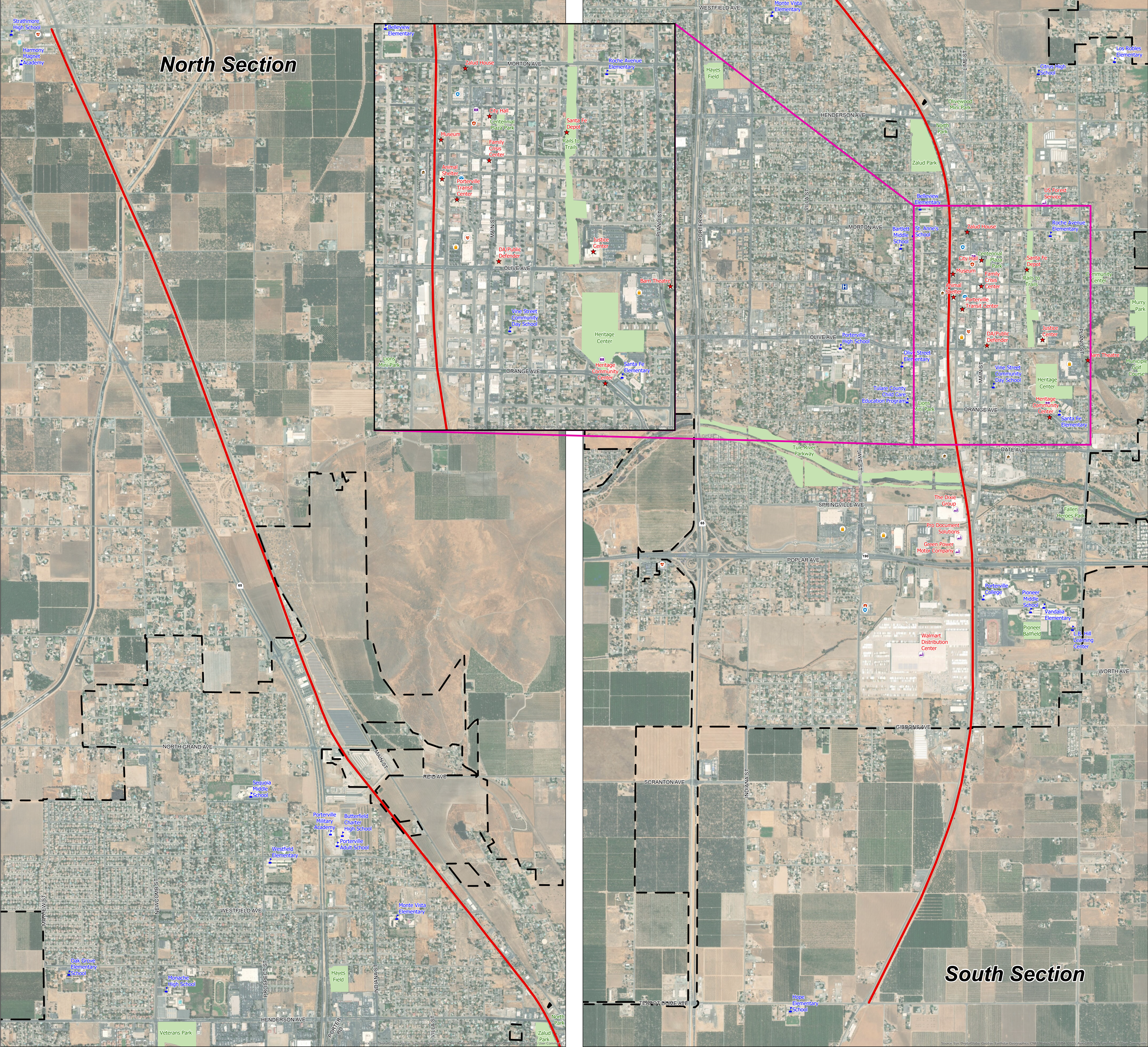
PASSED, APPROVED and ADOPTED this 15th day of August 15, 2023.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

Butterfield Stage Corridor



MEASURE 'R' PROGRAM SUPPLEMENT TO COOPERATIVE AGREEMENT

This Program Supplement is made and entered into on **August 15, 2023**, by and between the City of Porterville ("Sponsor") and the TULARE COUNTY ASSOCIATION OF GOVERNMENTS, acting as the Local Transportation Authority ("Authority").

This Program Supplement hereby incorporates the "Measure 'R' Cooperative Agreement" for Measure 'R' expenditures, which was entered into between the Sponsor and the Authority on May 29, 2007, and is subject to all terms and conditions thereof. This Program Supplement is executed under authority of Resolution No. ____-2023, approved by the Sponsor on August 15, 2023 (see copy attached).

Project scope and costs are incorporated herein as Exhibit "A" and agreed upon by Sponsor and Authority.

Covenants of Sponsor

- 1.1 SPONSOR agrees that it will only proceed with work authorized for specific phase(s) with a written "Authorization to Proceed" or AUTHORITY action and will not proceed with future phase(s) of this project(s) prior to receiving a written "Authorization to Proceed" or AUTHORITY action.
- 1.2 The SPONSOR will advertise, award, and administer the project(s) in accordance with SPONSOR standards.
- 1.3 Award information shall be submitted by the SPONSOR to the AUTHORITY within 60 days after the project contract award.
- 1.4 Failure to submit award information in accordance with section 1.3 will cause a delay (without interest or penalties) in AUTHORITY processing invoices for the construction phase.
- 1.5 If no costs have been invoiced for a six-month period, SPONSOR agrees to submit for each phase a written explanation of the absence of project(s) activity along with target billing date and billing amount.

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

COUNTY OF TULARE
TRANSPORTATION AUTHORITY

CITY OF PORTERVILLE

By: _____
Authority Director

By: _____
Martha A. Flores, Mayor

Attest:

By: _____
John D. Lollis, City Clerk

EXHIBIT "A"

Rails to Trails Corridor Lighted Crosswalk Project

Project Scope

High visibility crosswalk warning light systems will be installed in four locations along the Rails to Trails corridor. The crosswalk light systems utilize ultra-bright LED bidirectional canister lights in the pavement, push-button actuators, and flashing LED pedestrian crossing signs.

Project Costs

Rails to Trails Corridor Lighted Crosswalk Tasks	Engineer's Estimate
Construction	\$115,000.00
Construction Management and Quality Control	\$12,000.00
Right of Way	\$3,000.00
Preparation Plans, Specifications and Estimate, Environmental Documentation and Caltrans Project Approval	\$12,000.00
Total Estimated Costs	\$142,000.00
Current Funding Sources	
ATP Share of Construction Only	\$0.00
Measure "R" Construction Match	\$20,000.00
Measure "R" Preliminary Engineering, Non-Participating Construction and Construction Management	\$122,000.00
Total Funding Available	\$142,000.00

Project Schedule

Rails to Trails Corridor Lighted Crosswalk Schedule	Date
Environmental (PA/ED) complete	12/01/2017
Design (PS&E) complete	01/05/2018
Authorization to Advertise Project	03/06/2018
Award Construction Project	04/17/2018
Begin Construction	06/04/2018
End Construction	05/30/2020

RESOLUTION NO. _____ - 2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AFFIRMING AND APPROVING THE SUPPORT OF THE CITY COUNCIL FOR THE
RAILS TO TRAILS CORRIDOR LIGHTED CROSSWALK PROJECT

WHEREAS, the City of Porterville Bike and Pedestrian Program is eligible to receive 100% reimbursement for the design, non-participating construction costs, construction management and quality control costs (\$122,000), and \$20,000 reimbursement for the construction costs associated with the Rails to Trails Corridor Lighted Crosswalk Project, which meets the Measure 'R' guidelines and City General Plan for alternate modes of travel; and

WHEREAS, the Tulare County Association of Governments is requesting that the City of Porterville approve and submit a Supplemental Agreement that will allow the City to receive reimbursement for all design costs incurred in Fiscal Year 2017/2018 and all non-participating construction and construction management costs incurred in Fiscal Year 2018/2019 & 2019/2020;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby affirm and approve support of the Rails to Trails Corridor Lighted Crosswalk Project (ATP Grant) and authorizes the Mayor and City Clerk to execute the Program Supplement and any other related documents as may be required.

PASSED, APPROVED and ADOPTED this 15th day of August 15, 2023.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

ATP RAILS TO TRAILS LIGHTED CROSSWALKS

CITY PROJECT NO. 89-9122
BID NO. XX/XX-XXXX

BENCH MARKS

MORTON AVENUE AT DIVISION STREET
EAST QUARTER CORNER SECTION 26, T21S, R27E, MDBM
EL.=458.766 NAVD 1988 DATUM
CITY PT. NO. 43

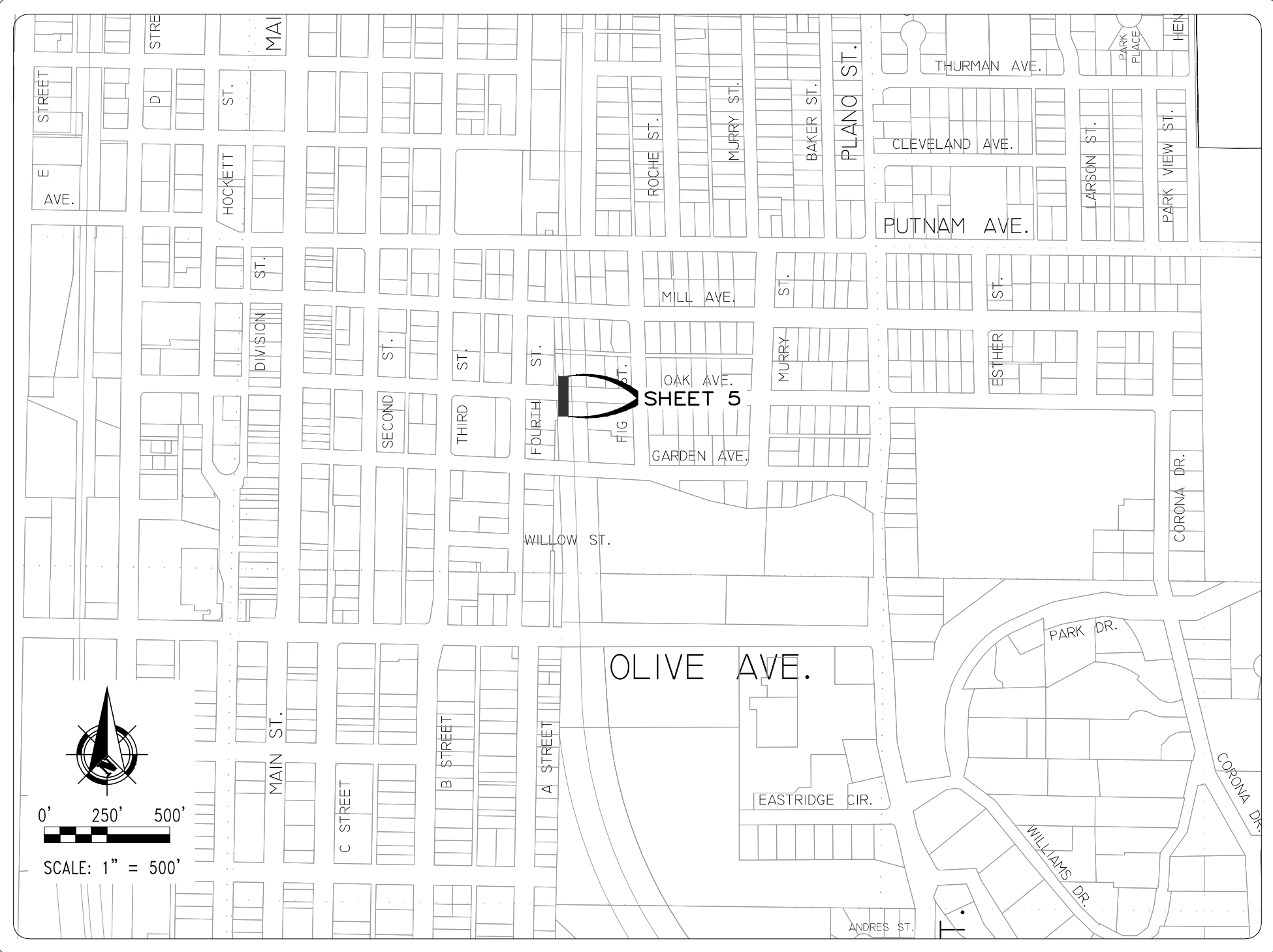
INDEX TO SHEETS

- SHT. 1 - COVER SHEET
- SHT. 2 - GENERAL NOTES & STANDARD DETAILS
- SHT. 3 - STANDARD DETAILS
- SHT. 4 - STANDARD DETAILS
- SHT. 5- RAILS TO TRAILS AND OAK AVENUE
- SHT. 6- RAILS TO TRAILS AND MILL AVENUE
- SHT. 7- RAILS TO TRAILS AND HARRISON AVENUE



Know what's below.
Call before you dig.

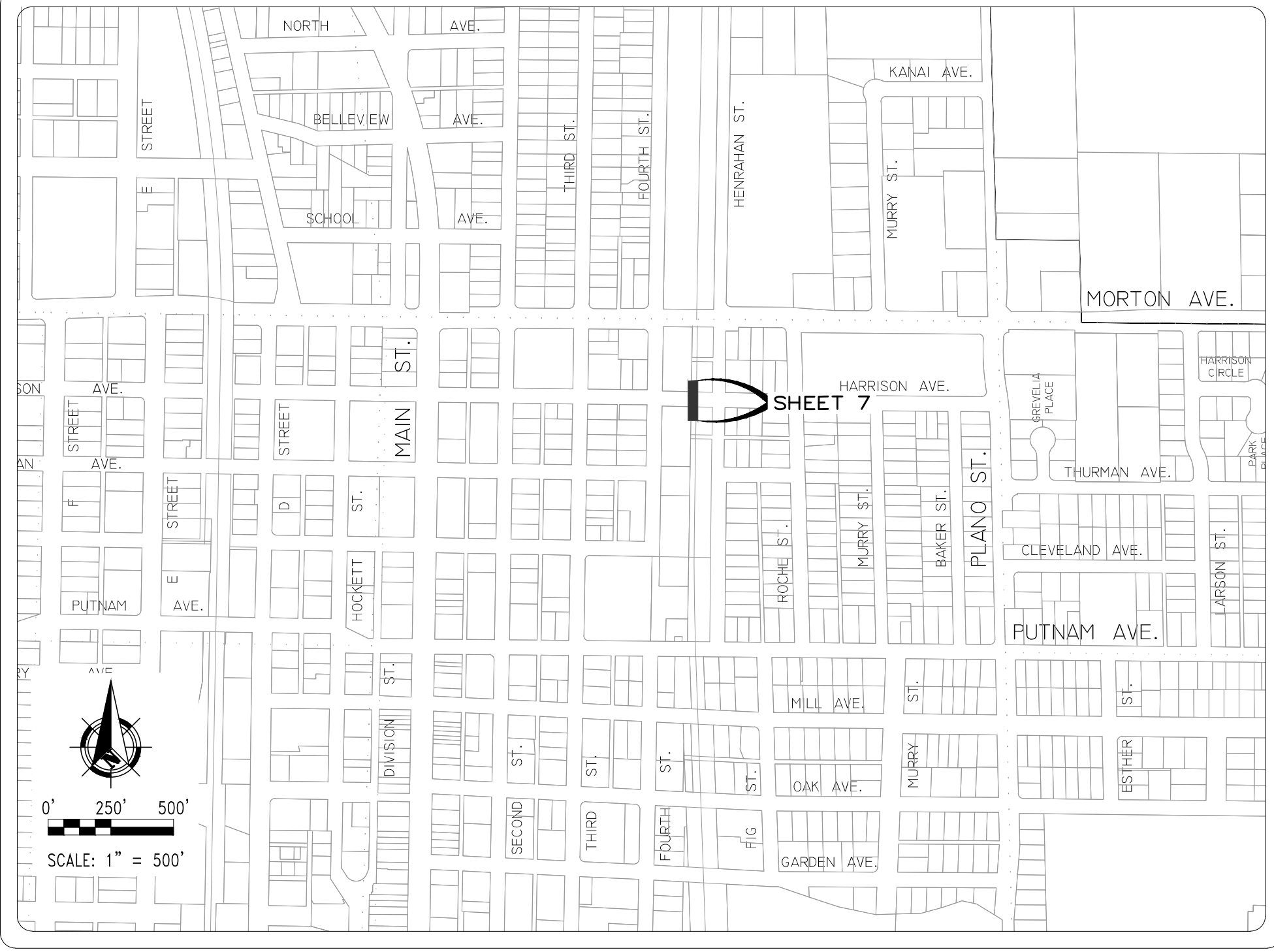
RAILS TO TRAILS AT OAK AVENUE



RAILS TO TRAILS AT MILL AVENUE



RAILS TO TRAILS AT HARRISON AVENUE



CITY OF PORTERVILLE
ENGINEERING DIVISION
291 N. MAIN ST. PORTERVILLE, CALIFORNIA 93257 559 782-7462

DESIGN BY	CAL/KRS
DRAWN BY	CAL/KRS
CHECKED BY	JS
DATE	11/6/2018

James Sanchez
CITY ENGINEER
NOVEMBER 6, 2018
R.C.E. DATE
Michael K. Reed
PUBLIC WORKS DIRECTOR
NOVEMBER 6, 2018
DATE

1 - OFFICE CORRECTIONS	11/29/2018
REVISION NO.	DATE



ATP LIGHTED CROSSWALKS
CITY PROJECT NO. 89-9122
RAILS TO TRAILS CORRIDOR

SHEET
1
OF
7



CITY COUNCIL AGENDA – AUGUST 15, 2023

SUBJECT: Environmental Systems Research Institute (ESRI) Annual Maintenance Contract

SOURCE: Community Development

COMMENT: The City has utilized Environmental Systems Research Institute (ESRI) software for geographical information system (GIS) needs since 2004. At its meeting on August 21, 2018, the City Council approved a contract with ESRI for a more robust commercial GIS system. The GIS software includes an annual maintenance agreement, which includes basic licenses, advanced licenses, viewer licenses, and a network analyst extension. The various licenses support the needs of multiple City departments, including Police, Fire, Public Works, Engineering and Project Management, Community Development, and Finance. The City's emergency services dispatch system and building permit system also utilize the GIS system and data.

The annual maintenance fee is \$10,450.00, which is available through the General Fund and applicable enterprise fund accounts. The benefits of maintaining the GIS software include receiving up-to-date software upgrades, technical support, training, and access to industry solutions.

RECOMMENDATION: That the City Council authorize staff to sign the annual maintenance agreement renewal with Environmental Systems Research Institute (ESRI).

ATTACHMENTS: 1. Esri Renewal Quotation

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Assistant City Manager

Final Approver: John Lollis, City Manager



Esri Inc
380 New York St
Redlands CA 92373-8118

Subject: Renewal Quotation

Date: 07/25/2023
To: Rachel Ginsberg
Organization: City of Porterville
Community Development
Fax #: 559-781-6437 **Phone #:** 559-781-7875

From: Heather Carmody
Fax #: 909-793-4801 **Phone #:** + 19093692314 Ext. 2314
Email: HCARMODY@ESRI.COM

Number of pages transmitted
(including this cover sheet): 5

Quotation #26158095
Document Date: 07/25/2023

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



esri[®]

380 New York St
Redlands, CA 92373-8118
Phone: + 190936923142314
Fax #: 909-793-4801

Quotation

Date: 07/25/2023

Quotation Number: 26158095

City of Porterville
Community Development
GIS
291 N Main St
Porterville CA 93257-3737

Attn: Rachel Ginsberg

Customer Number: 129405

For questions regarding this document, please contact Customer Service at 888-377-4575.

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Heather Carmody

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Item	Qty	Material#	Unit Price	Extended Price
10	1	93094 ArcGIS Desktop Basic with Extensions Single Use Primary Maintenance Start Date: 10/24/2023 End Date: 10/23/2024 Subscription ID: 4502221141	1,100.00	1,100.00
1010	5	87193 ArcGIS Desktop Basic Single Use Secondary Maintenance Start Date: 10/24/2023 End Date: 10/23/2024 Subscription ID: 4502221141	330.00	1,650.00
2010	1	122181 ArcGIS Desktop Advanced Single Use Primary Maintenance Start Date: 10/24/2023 End Date: 10/23/2024 Subscription ID: 4502221141	3,300.00	3,300.00
3010	40	153147 ArcGIS Online Viewer Annual Subscription	110.00	4,400.00

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at <https://go.esri.com/maintenance>
For questions related to the price change, please reach out to your assigned Esri Account Manager.

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

To expedite your order, please reference your customer number and this quotation number on your purchase order.



esri[®]

380 New York St
Redlands, CA 92373-8118
Phone: + 190936923142314
Fax #: 909-793-4801

Quotation

Page 2

Date: 07/25/2023

Quotation Number: 26158095

Item	Qty	Material#	Unit Price	Extended Price
------	-----	-----------	------------	----------------

Start Date: 10/24/2023

End Date: 10/23/2024

Subscription ID: 4502221141

Item Subtotal	10,450.00
Estimated Tax	0.00
Total	USD 10,450.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

**esri**[®]

380 New York St
Redlands, CA 92373-8118
Phone: + 190936923142314
Fax #: 909-793-4801

Quotation

Page 3

Date: 07/25/2023

Quotation Number: 26158095

Item	Qty	Material#	Unit Price	Extended Price
------	-----	-----------	------------	----------------

Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
 - Credit Card
 - Purchase Order
 - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
 - Fax: 909-307-3083
 - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf> , and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.



esri[®]

380 New York St
Redlands, CA 92373-8118
Phone: + 190936923142314
Fax #: 909-793-4801

Quotation

Page 4

Date: 07/25/2023

Quotation No: 26158095

Customer No: 129405

Item	Qty	Material#	Unit Price	Extended Price
------	-----	-----------	------------	----------------

US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to service@esri.com

By signing below , you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title



CITY COUNCIL AGENDA – AUGUST 15, 2023

SUBJECT: Selection of On-Call Materials Testing Consultants to Add to Current List

SOURCE: Engineering and Project Management

COMMENT: At its meeting on April 4, 2023, the City Council authorized the distribution of a Request for Qualifications (RFQ) to add to the current on-call list of Qualified Materials Testing Firms. Said list is valid until April 5, 2025, with two possible 1-year extensions allowed beyond that date. Staff received five Statements of Qualifications (SOQs) for consideration; of the SOQs received only four met the qualifications of the City's Quality Assurance Program as required. The qualifying SOQs were ranked in accordance with the "Policy for Selecting Consultants to Provide Architectural, Engineering, and Similar Services" adopted by the City Council (Resolution #16-2001). In order to be consistent with the standards set by the current list of on-call materials testing firms, the SOQs must score at least eighty (80) points to be added to said list. Staff reviewed the four qualified SOQs provided by the firms wherein they were rated according to the aforementioned policy, with the following results:

(1) Blackburn Consulting	84.8 pts
(2) NV5	84.5 pts
(3) DC Inspections	81.4 pts
(4) CTL, Inc	80.6 pts

All four firms ranked high enough to be added to the existing on-call list for materials testing list. Should Council approve the addition of the four firms mentioned above the updated overall ranking of the on-call materials list will be as follows:

(1) BSK Associates	88.6 pts
(2) Soils Engineering, Inc (SEI)	88.6 pts
(3) Krazan & Associates, Inc.	85.1 pts
(5) Blackburn Consulting	84.8 pts
(6) NV5	84.5 pts
(7) RMA GeoScience	82.1 pts
(8) Universal Engineering Sciences	81.6 pts
(9) DC Inspections	81.4 pts
(10) CTL, Inc.	80.6 pts

Staff is pleased with the level of interest in this RFQ and the quality of the SOQs received.

RECOMMENDATION:

That the City Council:

1. Authorize staff to negotiate on-call contracts with Blackburn Consulting, NV5, DC Inspections, and CTL, Inc;
2. Authorize the Mayor to sign contract agreements;
3. Authorize the Engineering & Project Management Director to sign task orders; and
4. Authorize staff to make payments up to 100% upon satisfactory completion of tasks.

ATTACHMENTS:

1. Resolution No. 16-2001

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

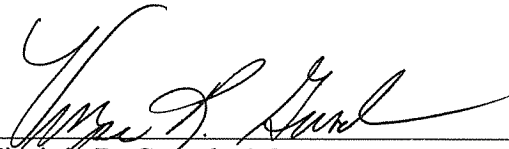
RESOLUTION NO. 16-2001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AMENDING THE GUIDELINES FOR RETAINING CONSULTANTS TO
PROVIDE ARCHITECTURAL AND ENGINEERING SERVICES AS SET FORTH
IN THE PURCHASING POLICY AND PROCEDURES MANUAL IN
COMPLIANCE WITH SENATE BILL 2034

WHEREAS, on November 15, 1988 the City Council of the City of Porterville adopted City Council Resolution 118-88 authorizing staff to amend the Purchasing Policy and Procedures Manual to comply with Senate Bill 2034 by establishing guidelines for retaining consultants to provide architectural and engineering services; and

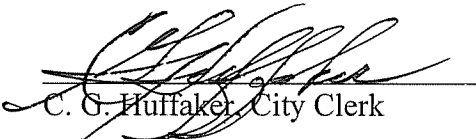
WHEREAS, different guidelines were established for three levels of anticipated fee. In the Informal Selection Process, staff would select the consultant and enter into the agreement. In the Semiformal and Formal Selection Processes, the consultant would be selected by a committee and the contract awarded by the Council, using guidelines and rating form provided by the seven—member municipal engineering committee of the American Public Works Association;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the Formal Selection Process shall be amended as set forth in the Guidelines For Retaining Consultants to Provide Architectural And Engineering Services which is attached hereto, along with the rating form, and made a part of this resolution.



Virginia R. Garrola, Mayor

ATTEST:



C. G. Huffaker, City Clerk

CITY OF PORTERVILLE
GUIDELINES FOR RETAINING CONSULTANTS TO PROVIDE
ARCHITECTURAL AND ENGINEERING SERVICES

Introduction

The variety, complexity, size, and quantity of annual projects required of the City justifies an efficient procurement effort. These guidelines have been developed to establish the City's policy for selection of consultants for architectural and engineering services. Separate guidelines are hereby established for three levels of anticipated fee:

Informal Selection Process: Anticipated fees less than \$25,000.

Semiformal Selection Process: Anticipated fees from \$25,000 to \$100,000.

Formal Selection Process: Anticipated fees over \$100,000.

It is the City's intent to limit submittals by interested firms. It is believed that this is in everyone's best interest and allows for more equal competition between small and medium size firms and large firms that have substantial overhead or PR budgets. The architect/engineer is expected to extend costs and effort in applying for consideration without any guarantee of success. The City is interested in seeking broad competition and encouraging extensive participation. It is therefore incumbent upon the City to minimize the information and effort required to institute a short list. This would encourage greater participation, reduce cost to both the City and the consultant, reduce selection time, and increase the responsiveness of the selection process.

In order to promote fairness and objectivity in evaluating consultants, a rating form has been developed. Consultants shall be evaluated and rated in accordance with the contents of the City's 'Consultant Selection Rating Form' (Form GFRC-1, dated 11-1-88, as amended).

Informal Selection Process (Anticipated fees less than \$25,000)

- A. The highest ranking registered Engineer or Architect in charge of the project shall select a Consultant based on the applicable criteria in the Consultant Selection Rating Form. The Consultant will be selected from a list maintained by the Engineering Division. New consulting firms are encouraged to make their capabilities known to the City. Selection of consultants by this method will be made on a rotational basis insofar as practicable; however, professional expertise and experience in the applicable field will be the major criteria for selection on any project.
- B. The Director of Community Development & Services is authorized, by adoption of these guidelines, to execute professional services contracts under \$25,000.

Semiformal Process (Anticipated fees between \$25,000 and \$100,000)

- A. The Director of Community Development & Services (or his designee) will notify the professional community through advertisement in a newspaper or by other means, of the City's proposed project and its need for professional services. Interested consultants will be invited to obtain a request for proposals (RFP) from the City.
- B. The RFP will contain a brief description of the project, the estimated budget and selection criteria.
- C. Interested consulting firms will be told what is expected to be in their submittal.
- D. The Director of Community Development & Services (or his designee) shall develop a short list of at least three (3) firms who appear to have the desired professional expertise, experience, and capacity. These firms selected shall be invited to an interview to be conducted by a three (3) member staff committee. Said committee will consist of the director, the highest ranking engineer or architect in charge of the project and one other staff member. Prior to the interview, firms will be asked to prepare a presentation that develops their approach to the project.
- E. The professional services contract will be awarded by City Council.

Formal Selection Process (anticipated fees over \$100,000)

- A. The Director of Community Development & Services (or his or her designees) will notify the professional community through advertisement in a newspaper or by other means, of the City's proposed project and its need for professional services. Interested consultants will be invited to obtain a request for proposals (RFP) from the City.
- B. The RFP will contain a description of the work to be done, the estimated project budget and other pertinent information regarding the project. The RFP will define the specific questions to be addressed in the proposal and selection criteria to be used.
- C. The consulting firm will be told what specific information should be contained in their written proposal. Question responses regarding the firms technical perspective of the project are to be strictly limited to brief statements addressing consultants general concepts and approach to the project. Detailed, voluminous design information is not desired and will not be considered in the selection process.
- D. A short list of at least three (3) firms whenever possible shall be developed under the direction of the Dept. Head who is responsible for the project.
- E. Those consultants short listed will be formally invited to make presentations before a formal selection committee. All interviews will be conducted by the same people and be completed in one day. Consultant may be limited on participants allowed at the interview, based on the size and complexity of the project.

- F. The formal selection committee shall be composed of three (3) members. The formal selection committee is as follows:
- (*) One - Professional from the private or public sector with specific knowledge in the field required of the consultant;
 - (*) Two - City Council members rotated per interview appointed by the Mayor;
 - (*) One - City staff person appointed by the Dept. Head under whose service the work will be performed. No City staff shall participate in the rating of the consultants, other than to advise the committee upon request and assist in the tabulation of the results for ranking purposes.
- G. Staff will assist in selecting the private sector professional.
- H. Authorization for staff to negotiate a professional service contract requires City Council approval.

STATE OF CALIFORNIA)
(SS
COUNTY OF TULARE)

I, C. G. HUFFAKER, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of a resolution duly and regularly passed and adopted by the Council of the City of Porterville at a regular meeting of the Porterville City Council regularly called and held on the 6th day of February, 2001.

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

Councilmen:	IRISH	WOODS	WILSON	LEAVITT	GURROLA
AYES:	X	X	X	X	X
NOES:					
ABSENT:					
ABSTAIN:					

C. G. HUFFAKER, City Clerk

By Georgia Hawley
Georgia Hawley, Deputy City Clerk



CITY COUNCIL AGENDA – AUGUST 15, 2023

SUBJECT: Request For Renewal of Accela PublicStuff One Year Contract

SOURCE: City Manager's Office

COMMENT: At its meeting on August 6, 2013, in consideration of options for implementing a City mobile application and Citizen Relationship Management (CRM) system, the City Council authorized a one year contract with Accela for the PublicStuff program for the development of the "myPorterville" mobile application at an expense of \$8,800. The expense for the contract was split between the City Council and Community Promotion expenditure accounts for Fiscal Year 2013-2014, given funds were added to these accounts from the refund of a portion of fees paid to the Tulare County Economic Development Corporation.

The current one year contract with Accela will expire on September 16, 2023. Given the community's positive response to myPorterville, as well as staff's utilization for coordinated Code Enforcement, it is recommended that the City enter into a one year contract with Accela for the PublicStuff Pro application for the renewal price of \$14,117.55.

Funding for the contract renewal will come out of the Community Promotions account.

RECOMMENDATION: That the City Council authorize a one year contract renewal with Accela for PublicStuff Pro Services to be used through the myPorterville mobile application.

ATTACHMENTS: 1. Accela Renewal Order Form

Appropriated/Funded:

Review By:

Department Director:
John Lollis, City Manager

Final Approver: John Lollis, City Manager



2633 Camino Ramon, Suite 500
San Ramon, CA, 94583

Proposed by: Chanelle Dam
Contact Phone:
Contact Email: cdam@accela.com
Quote ID: Q-29984
Valid Through: 10/16/2023
Currency: USD

Renewal Order Form

Address Information

Bill To:

City of Porterville
291 North Main Street
Porterville, California 93257
United States

Ship To:

City of Porterville
291 North Main Street
Porterville, California 93257
United States

Billing Name: Terry Romero
Billing Phone: (559) 782-7466
Billing Email: tromero@ci.porterville.ca.us

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
PublicStuff Pro	Year 1	9/17/2023	9/16/2024	12	\$14,117.55	1	\$14,117.55
TOTAL:							\$14,117.55

Pricing Summary

Period	Net Total
Year 1	\$ 14,117.55
Total	\$ 14,117.55

Renewal Terms/Information:

General Information	
Governing Agreement(s)	This Order Form, including any OnPrem Licenses, Maintenance and Support, and Subscription Services will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired, do not apply or have otherwise been terminated, the following terms at https://www.accela.com/terms/ will govern as applicable, based on the Customer's purchase.

Order Terms	
Order Start Date	Unless otherwise specified in the Special Order Terms: • Software Licenses & Subscriptions start on the date of delivery by Accela; • Hosting and Support start on Accela's delivery of the software hosted and/or supported;
Order Duration	Unless otherwise specified in the Special Order Terms: • Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer's first Subscription purchase. • Any Software Licenses or Hardware are one-time, non-refundable purchases. • Hosting and Support continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). • Professional Services continue for the duration as outlined in the applicable Statement of Work, Exhibit or the Governing Agreement, as applicable.
Special Order Terms	This Order Form replaces all previous order forms for the terms listed above and will govern the Software, Maintenance, and/or Services items listed on this Order Form. • In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction. • For Software Licenses, Accela may terminate this Order Form in the event the Software is phased out across Accela's customer base. In such event, Accela will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Accela generally-available offering with comparable functionality.

Payment Terms	
Currency	USD
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total above will be issued on the Order Start Date.
Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable net 30 days .
Service Charge	Pricing is based upon payment by ACH or check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check payment.

Special Payment Terms	None unless otherwise specified in this location.
Purchase Order	If Customer requires PO number on invoices, it must be provided below and Customer must provide a copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.
	PO#

Signatures	
Accela, Inc.	Customer
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:



CITY COUNCIL AGENDA – AUGUST 15, 2023

SUBJECT: Status and Review of Local Drought Emergency

SOURCE: City Manager's Office

COMMENT:

At its meeting of May 5, 2015, the City Council took action to approve a Resolution Declaring a Drought Emergency in the City of Porterville. At its meeting of August 1, 2023, the Council reviewed the status of existence of local emergency, and acted to continue its Resolution of local emergency.

Governor Brown issued Executive Order B-29-15 on Wednesday, April 1, 2015, which established drought-related mandates and restrictions in addition to those already stipulated in previous Executive Orders B-26-14 and B-28-14. Of significance, the Governor directed the State Water Resources Control Board to impose restrictions to achieve a statewide twenty-five percent (25%) reduction in potable urban water usage through February 28, 2016, in comparison to the amount used in 2013, and with consideration given to per capita usage as a basis. The Governor further directed the Board to impose additional restrictions on commercial, industrial, and institutional properties with significant landscaping (cemeteries, golf courses, parks, schools, etc.), to also achieve a twenty-five (25%) reduction in potable water usage. Also of significance, the Board was directed to prohibit irrigation with potable water outside of newly constructed homes and buildings that is not delivered by drip or micro-spray systems.

On November 13, 2015, Governor Brown issued Executive Order B-36-15, which extends emergency conservation regulations through October 2016, if drought conditions persist through January 2016. On February 2, 2016, the State Water Resources Control Board adopted extended emergency water conservation regulations, to be in effect March 1 through October 31, 2016.

The City of Porterville benefited somewhat from the extended regulations as the City's water conservation rate has been reduced from thirty-two percent (32%) to twenty-six percent (26%), due to new water connections that have been made and population served (4%), as well as a new climate adjustment factor that was considered (2%).

On May 9, 2016, Governor Brown issued Executive Order B-37-16 ("Making Water Conservation a California Way of Life"), which directs the State Water Resources Control Board to establish new regulations making permanent the emergency conservation regulations. On May 18, 2016, the State Water Resources Control Board adopted a statewide water conservation approach that replaces the percentage reduction-based water conservation standard with a

localized "stress test" approach that mandates urban water suppliers act immediately to ensure at least a three-year supply of water to their customers under continued drought conditions.

On April 7, 2017, Governor Brown issued Executive Order B-40-17, which ended the drought state of emergency in most of California, with the exception of Fresno, Kings, Tulare and Tuolumne counties where emergency water supply and reliability projects are continuing toward addressing diminishing groundwater supplies. The Order maintains monthly reporting requirements and prohibitions on wasteful practices.

On May 31, 2018, Governor Brown signed both AB 1668 (Friedman) and SB 606 (Hertzberg), which set permanent overall targets for indoor and outdoor water consumption. The legislation sets an initial limit for indoor water use of fifty-five (55) gallons per-person per-day in 2022, reducing to 52.5 gallons per-person per-day in 2025, and finally to fifty (50) gallons per-person per-day in 2030. The amount of residential outdoor use is yet-to-be determined, but will allow for varying regional climates. In addition, a standard for water loss due to leak rates in water system pipes will be established. As an urban water provider, the City will need to submit its plan for compliance for approval by the State Water Resources Control Board.

On March 5, 2021, Secretary Vilsack of the United States Department of Agriculture federally-designated Tulare County as a primary natural disaster area due to ongoing drought conditions. On April 21, 2021, Governor Newsom issued a State of Emergency Proclamation due to drought conditions, including Tulare County. On April 27, 2021, the Tulare County Board of Supervisors adopted a Resolution Proclaiming a Local Emergency due to severe drought conditions. On January 4, 2022, the State Water Resources Control Board adopted emergency regulations to supplement voluntary water conservation.

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

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

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

Initially within the city of Porterville, twenty-six (26) residences within the city were determined to have dry wells, for which City staff submitted a Mutual Aid Request to Tulare County OES to initiate the household tank program for identified properties within the city where wells are dry and challenged for permanent connection. The State has committed funding for non-profit agencies to continue drought-related activities, which Self-Help Enterprises has continued the household tank program locally, through State Cleanup and Abatement Account (CAA) emergency funds.

Representatives for the City, County, State (CalOES, DDW, DWR, and SWB) and non-profit partners continued to meet in support of the long-term permanent water connection project for the entire East Porterville area and the estimated 1,800 expected future connections. DWR identified 423 residential units in the East Porterville area (381 of which are in the City's Urban Development Boundary), that were served by the County's Household Tank Program and desired by the State to be connected to the City's water distribution system as soon as possible. DWR has completed a significant City waterline extension project to permanently connect those 423 residential units to the City's water system (considered Phase I of the project). To provide initial source water for the DWR extension project, CalOES desired to expeditiously connect the new well on Olive Avenue to the City's water system instead of being first equipped as a filling station. Given the new well has an estimated water production value of 800 gallons per minute, as well as a SWB assumed 1.5 gallons per minute per residence, the new well could effectively serve up to five hundred (500) single-family residential units. The City indicated its significant interest that the E. Vandalia Avenue area and its eighty (80) residential units be included in the water connection project, to which the State was agreeable.

Given CalOES has paid for the development of the new well, and its connection to the City's water system, the City will be required under "Drought Redundancy and Resiliency Provisions" to make available to the State up to three million gallons of water per month without charge for emergency

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

To proceed with the connection of the new well to the City's water system and the 500 East Porterville and E. Vandalia Avenue residential units, the City Council approved modifications to the Draft Agreement between the City and County at its meeting on April 5, 2016, which the County Board of Supervisors subsequently approved at their meeting on May 10, 2016.

A Memorandum of Understanding between the State, County, and City on the East Porterville permanent water connection project was approved by the Council during a Special Meeting on Tuesday, June 21, 2016, and approved by the Board of Supervisors on Tuesday, June 28, 2016. With the approval of the MOU, the State began the permanent connection of approximately forty (40) homes that are located along existing City water mains. Subsequently, the State officially requested that the City approve the connection of an additional thirty (30) residences as part of the first immediate connections, for up to a total of seventy (70), which the Council approved at its meeting on August 2, 2016.

In regards to the new well's development and connection to the City's water distribution system, the Board of Supervisors awarded the contract for equipping and connecting the new well at its meeting on Tuesday, August 16, 2016, and construction activities commenced the week of October 10, 2016.

County staff had previously indicated that the well would be in service and connected to the City's system no later than December 2016, however, the well was operational and connected to the City's water distribution as of Friday, February 17, 2017. Given the delay in the well's completion and connection, DWR requested that the Council consider allowing the connection of residences as they become prepared for connection, to which the Council was receptive, and a Draft MOU Amendment was approved by the Council at its meeting on December 6, 2016, and subsequently approved by the Board of Supervisors at its meeting on December 20, 2016. City staff continued to work with County staff toward the transfer of the well's ownership from the County to the City, which at its meeting on April 20, 2021, the Council approved the draft Transfer Agreement subject to the City Attorney's final form.

As of Friday, March 31, 2017, the date the State established as the final day for property owners to complete the registration process to participate in the State-funded connection program opportunity, of the 1,017 eligible developed residential properties identified by the State for connection, 722 completed the required Extra-Territorial Services Agreement, leaving 295 developed residential properties non-responsive to this unique connection program, twenty-three (23) of which were reported as having either dry or diminishing capacity wells. On February 6, 2018, the final residential connection was made of the approximate eligible eight hundred (800) residences in East Porterville to the City's water system.

City staff continues to coordinate with Self-Help Enterprises and State representatives toward the extension of water mains to serve all residential properties within City limits and the city's periphery that are currently participating in the County's Household Tank Program. The two main areas of focus are N. Cobb Street (northwest of State Route 65 and Pioneer Avenue), and S. Cloverleaf Street (southeast of State Route 65 and Olive Avenue). The State has maintained its commitment to grant-fund the necessary infrastructure and connection fees, providing an official funding letter to the City on January 18, 2018, which commits up to \$2.81 million in funding until December 31, 2019. The authorization to advertise for bids for the water connection project was approved by the Council at its July 17th meeting, after which DWR reviewed the bid package for compliance and approved in December the package for advertisement. Council authorized award of the construction contract for approximately \$1.82 million at its meeting on January 15, 2019.

City staff conducted a pre-construction public outreach meeting with the affected residents on the status of the project on Thursday, April 4, 2019.

Council authorized the agreement with Self-Help Enterprises Inc. to provide the private residential connections at its meeting on July 2, 2019, and construction work began on the project. At its meeting on October 1, 2019, the Council accepted the public works segment of the project in the installation of water mains as complete, with Self-Help and CSET continuing to collaborate on the completion of the individual private connections and abandonment of private wells. City staff has recently been made aware that there may be a couple of additional residences whose wells are dry that are located along existing City water mains or may require further extension of water mains.

Staff is coordinating with State staff on addressing these new isolated needs.

County OES and the State Division of Drinking Water (DDW) have reported to the City that the Central Mutual Water Company, located south of the city and south of Gibbons Avenue, has had its well run dry and desires an immediate emergency connection to the City's water system to serve the forty-one (41) connections currently without water. DDW is wishing to support a financial application to upgrade the small water system to City standards (new water lines, meters ,etc.), and to sponsor an Urban Development Boundary (UDB) Amendment application to Tulare County Local Agency Formation Commission (LAFCO), given this area is currently outside the City's UDB but within the City's Urban Area Boundary (UAB). Given several private wells have run dry in this area, DDW is also attempting to sponsor their connection to the City's water system. For source water capacity for the connections, DWR will include these new connections within the East Porterville water connection capacity development projects. At its Special meeting on August 30, 2019, the City Council directed staff to proceed with the immediate emergency connection of the Central water system, with the permanent connection of the system contingent upon an Agreement with DDW to the sponsorship conditions they have offered. At its meeting on October 1, 2019, the Council directed staff to proceed with the amendment of the UDB to facilitate annexation, which a public meeting with the affected residents was conducted on Wednesday, October 9, 2019. At its meeting on April 21, 2020, the Council conducted a

Public Hearing and approved Resolutions of approval of the environmental determination and amendment to the UDB to facilitate annexation. At its meeting on June 1, 2021, the Council approved the State Water Board funding agreement for the development of a City-owned production well, distribution mains and water meters to serve each customer, as well as fire hydrants. On July 20, 2021, the City received notification from the State Water Board that the Akin/Central Water Consolidation Project funding agreement had been formally approved and executed.

DDW has also reported to the City that the Del Oro East Plano water system, located on Paul Street (southeast of the intersection of Plano Street and Worth Avenue), is experiencing problems with its existing well and have implemented severe water restrictions. The East Plano water system serves fourteen (14) residences and approximately forty-five (45) people. DDW is wishing to provide financial support to upgrade the small water system to City standards (new water lines, meters ,etc.), and for source water capacity for the connections, DDW would need to either pay appropriate fees and/or develop a capacity development project. The Council is aware that the Del Oro Grandview Gardens water system (north of W. North Grand Avenue) is also experiencing significant issues, and DDW may seek their future consolidation with the City's water system as well.

DDW has further reported to the City that the Beverly Grand Mutual Water Company water system, located north of West North Grand Avenue, is experiencing problems with its existing well and water quality issues, and desires its connection to the City's system to serve the thirty-one (31) residences the system serves. DDW is wishing to provide financial support to upgrade the small water system to City standards (new water lines, meters ,etc.), and for source water capacity for the connections, DDW has agreed to pay appropriate fees toward developing a capacity development project, which at its meeting of October 3, 2017, the Council approved a purchase agreement with Smee Homes, Inc. for the acquisition of property along the Tule River for the development of a new municipal well. At its meeting of October 1, 2019, the Council approved proceeding with the consolidation of the Beverly Grand water system.

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

ATTACHMENTS:

1. City of Porterville Resolution Declaring Local Drought Emergency: May 5, 2015
2. United States Department of Agriculture Drought Natural Disaster Area Designation: March 5, 2021
3. State of California State of Emergency Proclamation: April 21, 2021
4. County of Tulare Drought Local Emergency Resolution:

- April 27, 2021
5. State Water Resources Control Board: Emergency Regulation - Water Conservation; January 4, 2022
 6. Governor Newsom Executive Order N-7-22: March 28, 2022
 7. State Water Resources Control Board: Emergency Regulation - Water Conservation; June 10, 2022
 8. Governor Newsom Executive Order N-5-23: March 24, 2023
 9. State Water Resources Control Board Funding Agreement: Akin/Central Water Consolidation Project

Appropriated/Funded:

Review By:

Department Director:
John Lollis, City Manager

Final Approver: John Lollis, City Manager

RESOLUTION NO. 49-2015

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

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

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

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

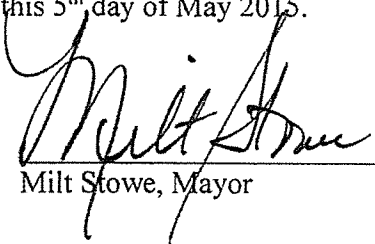
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

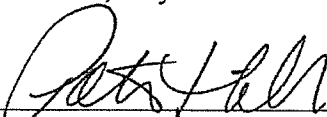
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance,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

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

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


Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk


By: Patrice Hildreth, Chief Deputy City Clerk



United States Department of Agriculture

Office of the Secretary
Washington, D.C. 20250

March 5, 2021

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

Dear Governor Newsom:

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

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

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

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

Local FSA offices can provide affected farmers with further information.

Sincerely,

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

Thomas J. Vilsack
Secretary

Enclosure

Disaster Designation Areas for California and Contiguous States

Primary Counties:

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

Contiguous Counties:

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

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

Contiguous Counties in Adjacent States:

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

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

State of Emergency Proclamation

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

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

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

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

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

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

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

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

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

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

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

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

IT IS HEREBY ORDERED THAT:

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

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

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

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

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

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

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

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

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

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

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



GAVIN NEWSOM
Governor of California

ATTEST:

DR. SHIRLEY WEBER
Secretary of State

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

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

RESOLUTION NO. 2021-0290

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOES: NONE

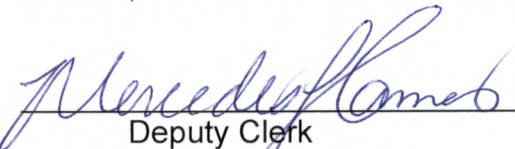
ABSTAIN: NONE

ABSENT: NONE

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



BY:


Deputy Clerk

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

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

WHEREAS:

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

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

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

THEREFORE BE IT RESOLVED THAT:

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

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

CERTIFICATION

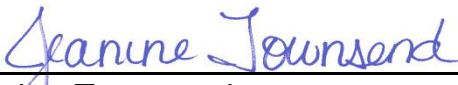
The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on January 4, 2022.

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

NAY: None

ABSENT: Chair E. Joaquin Esquivel

ABSTAIN: None



Jeanine Townsend
Clerk to the Board

ADOPTED TEXT OF EMERGENCY REGULATION

Title 23. Waters

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

Chapter 3.5. Urban Water Use Efficiency and Conservation

Article 2. Prevention of Drought Wasteful Water Uses

§ 995. Wasteful and Unreasonable Water Uses.

(a) As used in this section:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) As used in this subdivision:

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

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

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

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

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

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

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

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

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

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

Authority: Section 1058.5, Water Code.

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

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-7-22

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

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

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

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

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

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

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

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

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

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

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

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

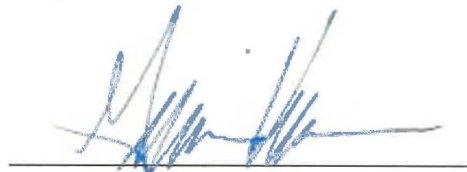
Groundwater Management Grant Program occurring on open and working lands to replenish and store water in groundwater basins that will help mitigate groundwater conditions impacted by drought, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Department of Water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

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

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

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

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 28th day of March 2022.



GAVIN NEWSOM
Governor of California

ATTEST:

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

**State of California
Office of Administrative Law**

In re:
State Water Resources Control Board

Regulatory Action:

Title 23, California Code of Regulations

Adopt sections: 996

Amend sections:

Repeal sections:

**NOTICE OF APPROVAL OF EMERGENCY
REGULATORY ACTION**

Government Code Sections 11346.1 and
11349.6

OAL Matter Number: 2022-0606-03

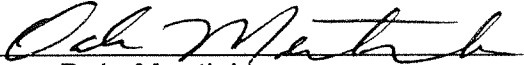
OAL Matter Type: Emergency (E)

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

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

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

Date: June 10, 2022


Dale Mentink
Assistant Chief Counsel

For: Kenneth J. Pogue
Director

Original: Eileen Sobeck, Executive
Director

Copy: Garrett Lenahan

EMERGENCY

For use by Secretary of State only

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

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

JUN 10 2022

2:06 PM

AGENCY WITH RULEMAKING AUTHORITY
State Water Resources Control Board

AGENCY FILE NUMBER (If any)

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

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

B. SUBMISSION OF REGULATIONS (Complete when submitting regulations)

1a. SUBJECT OF REGULATION(S) Water Demand Reduction Emergency Regulation		1b. ALL PREVIOUS RELATED OAL REGULATORY ACTION NUMBER(S)	
2. SPECIFY CALIFORNIA CODE OF REGULATIONS TITLE(S) AND SECTION(S) (Including title 26, if toxics related)			
SECTION(S) AFFECTED (List all section number(s) individually. Attach additional sheet if needed.)		ADOPT 996 AMEND REPEAL 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)) ☐ Changes Without Regulatory Effect (Cal. Code Regs., title 1, §100) ☐ File & Print ☐ Print Only ☒ Other (Specify) <u>Water Code Section 1058.5</u>			
4. ALL BEGINNING AND ENDING DATES OF AVAILABILITY OF MODIFIED REGULATIONS AND/OR MATERIAL ADDED TO THE RULEMAKING FILE (Cal. Code Regs. title 1, §44 and Gov. Code §11347.1)			
5. EFFECTIVE DATE OF CHANGES (Gov. Code, §§ 11343.4, 11346.1(d); Cal. Code Regs., title 1, §100) ☐ Effective January 1, April 1, July 1, or October 1 (Gov. Code §11343.4(a)) ☒ Effective on filing with Secretary of State ☐ \$100 Changes Without Regulatory Effect ☐ Effective other (Specify)			
6. CHECK IF THESE REGULATIONS REQUIRE NOTICE TO, OR REVIEW, CONSULTATION, APPROVAL OR CONCURRENCE BY, ANOTHER AGENCY OR ENTITY ☐ Department of Finance (Form STD. 399) (SAM §6660) ☐ Fair Political Practices Commission ☐ State Fire Marshal ☐ Other (Specify)			
7. CONTACT PERSON Garrett Lenahan		TELEPHONE NUMBER (916) 341-5179	FAX NUMBER (Optional) E-MAIL ADDRESS (Optional)

8. I certify that the attached copy of the regulation(s) is a true and correct copy of the regulation(s) identified on this form, that the information specified on this form is true and correct, and that I am the head of the agency taking this action, or a designee of the head of the agency, and am authorized to make this certification.

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

For use by Office of Administrative Law (OAL) only

AUTHORIZED FOR FILING AND PRINTING

JUN 10 2022

Office of Administrative Law

ADOPTED EMERGENCY REGULATION TEXT

Title 23. Waters

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

Chapter 3.5. Urban Water Use Efficiency and Conservation

Article 2. Prevention of Drought Wasteful Water Uses

§ 996. Urban Drought Response Actions

(a) As used in this section:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Authority: Section 1058.5, Water Code.

References: Article X, Section 2, California Constitution; Sections 4080, 4100, 4110, and 4185, Civil Code; Section 8627.7, Government Code; Sections 102, 104, 105, 275, 350, 377, 491, 1058.5, 1122, 10608.12, 10617, 10632, and 10632.1, Water Code; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463; *Stanford Vina Ranch Irrigation Co. v. State of California* (2020) 50 Cal.App.5th 976

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-5-23

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

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

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

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

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

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

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

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

WHEREAS next winter's hydrology is uncertain and the most efficient way to preserve the State's improved surface water supplies is for Californians to continue their ongoing efforts to make conservation a way of life; and

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

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

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

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

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

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

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

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

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

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

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

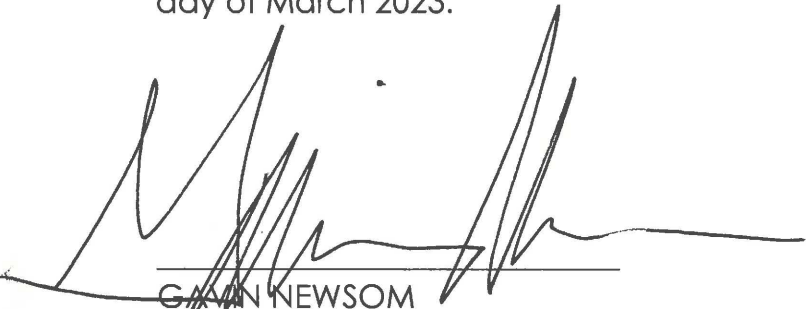
9. Paragraph 6 of my State of Emergency Proclamation dated May 10, 2021, and Paragraph 9 of my State of Emergency Proclamation dated July 8, 2021, are withdrawn and replaced with the following text:

To ensure critical instream flows for species protection in the Klamath River and Clear Lake watersheds, the State Water Resources Control Board (Water Board) and Department of Fish and Wildlife shall evaluate the minimum instream flows and other actions needed to protect salmon, steelhead, the Clear Lake Hitch, and other native fishes in critical streams systems in these watersheds and work with water users, tribes, and other parties on voluntary measures to implement those actions. To the extent voluntary actions are not sufficient, the Water Board, in coordination with the Department of Fish and Wildlife, shall consider emergency regulations to establish minimum instream flows to mitigate the effects of the drought conditions. For purposes of state agencies carrying out or approving any actions contemplated by this paragraph, Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division are suspended. Nothing in this Paragraph affects or limits the validity of actions already taken in the Klamath and Clear Lake watersheds or ongoing under Paragraph 6 of my State of Emergency Proclamation dated May 10, 2021, or Paragraph 9 of my State of Emergency Proclamation dated July 8, 2021.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

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

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 24th day of March 2023.



GAVIN NEWSOM
Governor of California

ATTEST:

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



DRINKING WATER CONSTRUCTION LOAN

AGREEMENT NO. SWRCB0000000000D2002017

by and between

CITY OF PORTERVILLE ("Recipient")

and

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD ("State Water Board")



AKIN/CENTRAL WATER CONSOLIDATION PROJECT
5410010-018C AND 5400655-001C ("Project")

- Section 116760 et seq. of the Health and Safety Code and Resolution Nos. 2019-0065 and 2020-0022.

PROJECT FUNDING AMOUNT: \$4,787,664
PRINCIPAL FORGIVENESS COMPONENT: \$4,787,664

ESTIMATED REASONABLE PROJECT COST: \$4,787,664
ELIGIBLE WORK START DATE: JULY 1, 2016
ELIGIBLE CONSTRUCTION START DATE: SEPTEMBER 22, 2020
CONSTRUCTION COMPLETION DATE: OCTOBER 1, 2023
FINAL REIMBURSEMENT REQUEST DATE: APRIL 1, 2024
RECORDS RETENTION END DATE: OCTOBER 1, 2059

1. The State Water Board and the Recipient mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement, including the following Exhibits, which are attached hereto or are incorporated by reference:
 - Exhibit A – Scope of Work and Schedule
 - Exhibit B – Specific Funding Provisions
 - Exhibit C – GENERAL TERMS AND CONDITIONS 2019-NOV
 - Exhibit D – Special Conditions
2. The following documents are also incorporated by reference:
 - the Drinking Water System Permit No. 03-12-06P-004;
 - the Davis-Bacon requirements found at:
https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/davisbacon/2020_dwsrf_governmental_entities.pdf
3. Party Contacts during the term of this Agreement are:

State Water Board		City of Porterville	
Section:	Division of Financial Assistance		
Name:	Pete Stamas, Project Manager	Name:	Monte Reyes, Mayor
Address:	1001 I Street, 16th Floor	Address:	291 North Main Street
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Porterville, CA 93257
Phone:	(916) 552-9983	Phone:	(559) 782-7499
Fax:		Fax:	
Email:	Pete.Stamas@waterboards.ca.gov	Email:	montereyes@portervilleca.gov

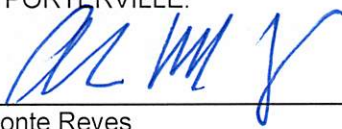
Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

4. Conditions precedent to this Agreement are set forth as follows:
 - (a) The Recipient must deliver an opinion of general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs this Agreement.
 - (b) The Recipient must deliver to the Division a resolution authorizing this Agreement and identifying its authorized representative by title.
 - (c) The Recipient must deliver to the Division a resolution certifying that its decision-making body reviewed and considered the Mitigated Negative Declaration filed by the State Water Board for the Akin Water Company Water Supply Project together with the Mitigation Monitoring and Reporting Program and reached its own conclusions on whether and how to approve the Project, pursuant to Section 15050 (b) of the CEQA Guidelines.
5. The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date:
 - (a) The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.
 - (b) The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

- (c) None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.
- (d) The Recipient is in compliance with all State Water Board funding agreements to which it is a party.

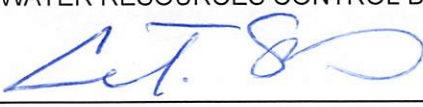
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CITY OF PORTERVILLE:

By: 
Name: Monte Reyes
Title: Mayor

Date: 6/1/2021

STATE WATER RESOURCES CONTROL BOARD:

By: 
Name: Leslie Laudon
Title: Deputy Director *for*
Division of Financial Assistance

Date: 7/15/21

EXHIBIT A – SCOPE OF WORK AND SCHEDULE

A.1. PROJECT PURPOSE AND DESCRIPTION.

The Project is for the benefit of the Recipient and has a Useful Life of at least 40 years. The funding under this Agreement shall be used to provide the residents of two small disadvantaged communities currently served by Akin Water Company (Akin WC) and Central Mutual Water Company (Central MWC) with a sustainable source of safe drinking water.

A.2. SCOPE OF WORK.

The Recipient agrees to do the following: consolidate with Akin WC and Central MWC. Recipient also agrees to construct a new production well, estimated to produce between 1,300 and 1,800 gallons per minute, to provide the needed source capacity for the consolidation of Akin WC, the consolidation of Central MWC, as well as satisfy the remainder of East Porterville residents' capacity needs.

The Recipient agrees to do the following for the Akin WC service area: construct approximately 1,500 feet of 8-inch waterline to provide water service to each customer currently served by Akin WC; install approximately three new fire hydrants and twenty-six new service laterals and meters; and destroy Akin WC's two existing wells.

The Recipient agrees to do the following for the Central MWC service area: construct approximately 1,400 feet of 6-inch waterline to provide water service to each customer currently served by Central MWC; install approximately four new fire hydrants and thirty-four new service laterals and meters; and destroy Central MWC's existing well.

Upon Completion of Construction, the Recipient must expeditiously initiate Project operations.

A.3 SIGNAGE

The Recipient must place a professionally prepared sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and must maintain the sign in good condition for the duration of Project implementation. The sign may include another agency's required information and must include, prominently displayed, the following disclosure statement and color logos (available from the Division):



"Funding for this project has been provided in full or in part under the Drinking Water State Revolving Fund, which may include capitalization funding from the United States Environmental Protection Agency through an agreement with the State Water Resources Control Board."

A.4 SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the "Estimated Due Date" column of this table, but Critical Due Date adjustments will require an amendment to this Agreement. The Recipient

must complete and submit all work in time to be approved by the Division prior to the Project Completion Date. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final Reimbursement Request prior to the Final Reimbursement Request Date set forth on the Cover Page.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A – SCOPE OF WORK			
A.	ADDITIONAL SUBMITTAL(S) TO DIVISION		
1.	Final Plans and Specifications		September 1, 2021
2.	Final Budget Approval Package		February 1, 2022
3.	Completion of Construction	October 1, 2023	
B.	REPORTS		
1.	Progress Reports		Quarterly
2.	Final Inspection and Certification		October 1, 2023
3.	Project Completion Report		December 1, 2023
4.	As Needed Reports		TBD
EXHIBIT B – REIMBURSEMENTS, BUDGET DETAIL, AND REPORTING PROVISIONS			
A.	REIMBURSEMENTS		
1.	Reimbursement Requests		Quarterly
2.	Final Reimbursement Request	April 1, 2024	

The Recipient must award the prime construction contract and begin construction timely. The Recipient must deliver any request for extension of the Completion of Construction Date no less than 90 days prior to the Completion of Construction Date.

A.5 PROGRESS REPORTS.

The Recipient must provide a progress report to the Division each quarter, beginning no later than 90 days after execution of this Agreement. The Recipient must provide a progress report with each Reimbursement Request. Failure to provide a complete and accurate progress report may result in the withholding of Project Funds, as set forth in Exhibit B. A progress report must contain the following information:

- 1) A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;
- 2) A description of compliance with environmental requirements;
- 3) A listing of change orders including amount, description of work, and change in contract amount and schedule; and
- 4) Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

A.6 SPECIAL REPORTS.

(a) The Recipient must submit a Project Completion Report to the Division with a copy to the appropriate District Office on or before the due date established by the Division and the Recipient at the time of final project inspection. The Project Completion Report must include the following:

- i. Description of the Project,
- ii. Description of the water quality problem the Project sought to address,
- iii. Discussion of the Project's likelihood of successfully addressing that water quality problem in the future, and
- iv. Summary of compliance with applicable environmental conditions.

(b) If the Recipient fails to submit a timely Project Completion Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold reimbursements under this Agreement or other agreements, and begin administrative proceedings.

(c) The Recipient must report Disadvantaged Business Enterprise (DBE) utilization to the Division on the DBE Utilization Report, State Water Board Form DBE UR334. The Recipient must submit such reports to the Division annually within ten (10) calendar days following October 1 until such time as the "Notice of Completion" is issued. The Recipient must comply with 40 CFR § 33.301 and require its contractors and subcontractors on the Project to comply.

A.7 FINAL PROJECT INSPECTION AND CERTIFICATION.

Upon completion of the Project, the Recipient must provide for a final inspection and must certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involves the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification must be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification must be submitted to the Project Manager.

EXHIBIT B – FUNDING AMOUNTS

B.1 ESTIMATED REASONABLE COST AND PROJECT FUNDS.

The estimated reasonable cost of the total Project is set forth on the Cover Page of this Agreement and is greater than or equal to the funding anticipated to be provided by the State Water Board under this Agreement. Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.2 RECIPIENT CONTRIBUTIONS.

(a) The loan component of this Agreement is forgiven. The estimated amount of principal that will be due to the State Water Board from the Recipient under this Agreement is Zero dollars and no cents (\$0.00).

(b) The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

(c) If the Recipient recovers funds from any responsible parties, the Recipient shall immediately notify the Division. The amount of this Agreement may be reduced to reflect the recovered funds.

B.3 VERIFIABLE DATA.

Upon request by the Division, the Recipient must submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

B.4 BUDGET COSTS

Budget costs are contained in the Summary Project Cost Table below:

LINE ITEM	TOTAL ESTIMATED COST	PROJECT FUNDING AMOUNT
Construction	\$3,194,720	\$3,194,720
Pre-Purchased Material/Equipment	\$0	\$0
Purchase of Land	\$0	\$0
Contingency	\$638,944	\$638,944
Allowances (Soft Costs)	\$954,000	\$954,000
TOTAL	\$4,787,664	\$4,787,664

The Division's Final Budget Approval and related Form 259 and Form 260 will document a more detailed budget of eligible Project Costs and Project funding amounts.

The Recipient is prohibited from requesting disbursement amounts that represent Recipient's mark-ups to costs invoiced or otherwise requested by consultants or contractors.

Reasonable indirect costs may be allowable upon approval by the Division.

B.5 LINE ITEM ADJUSTMENTS.

Upon written request by the Recipient, the Division may adjust the line items of the Summary Project Cost Table at the time of Division's Final Budget Approval. Upon written request by the Recipient, the Division may also adjust the line items of the Summary Project Cost Table as well as the detailed budget at the time of Recipient's submittal of its final claim. Any line item adjustments to the Summary Project Cost Table that are due to a change in scope of work will require an Agreement amendment. The sum of adjusted line items in both the Summary

Project Cost Table and the detailed budget must not exceed the Project Funding Amount. The Division may also propose budget adjustments.

Under no circumstances may the sum of line items in the budget approved through the Final Budget Approval process exceed the Project Funding Amount. Any increase in the Project Funding Amount will require an Agreement amendment.

B.6 REIMBURSEMENT PROCEDURE.

(a) Except as may be otherwise provided in this Agreement, reimbursements will be made as follows:

1. Upon execution and delivery of this Agreement by both parties, the Recipient may request immediate reimbursement of any eligible incurred costs as specified below through submission to the State Water Board of the Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed.
2. The Recipient must submit a Reimbursement Request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late Reimbursement Requests may not be honored.
3. Additional Project Funds will be promptly disbursed to the Recipient upon receipt of Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of progress reports due under Exhibit A.
4. The Recipient must not request reimbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of reimbursement. Supporting documentation (e.g., receipts) must be submitted with each Reimbursement Request. The amount requested for Recipient's administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed Reimbursement Request. Upon request by the Division, supporting documents for professional and administrative services must include the employees' names, classifications, labor rates, hours worked, and descriptions of the tasks performed. Reimbursement Requests submitted without supporting documents may be wholly or partially withheld at the discretion of the Division.
5. The Recipient must spend Project Funds within 30 days of receipt. If the Recipient earns interest earned on Project Funds, it must report that interest immediately to the State Water Board. The State Water Board may deduct earned interest from future reimbursements.
6. The Recipient shall not request a reimbursement unless that Project Cost is allowable, reasonable, and allocable.
7. Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.

(b) Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

(c) Except as follows, construction costs and disbursements are not available until after the Division has approved the final budget form submitted by the Recipient. The Deputy Director of the Division may authorize the disbursement of up to ten percent (10%) of Project Funds for the reimbursement of eligible construction costs and pre-purchased materials prior to Division approval of the final budget form submitted by the Recipient. All other construction costs are not eligible for reimbursement until after this the Division has approved the final budget form submitted by the Recipient. Construction costs incurred prior to the Eligible Construction Start Date are not eligible for reimbursement.

B.7 REVERTING FUNDS AND DISENCUMBRANCE.

In the event the Recipient does not submit Reimbursement Requests for all funds encumbered under this Agreement by the Final Reimbursement Request Date, any remaining funds revert to the State. The State Water Board may notify the Recipient that the project file is closed, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV

GENERAL TERMS AND CONDITIONS 2019-NOV is incorporated by reference and is posted at
https://www.waterboards.ca.gov/water_issues/programs/grants_loans/general_terms.html

EXHIBIT D – SPECIAL CONDITIONS

1. Notwithstanding Exhibit C, the following terms have no meaning for the purposes of this Agreement:
 - Work Completion
 - Work Completion Date
2. Each capitalized term used in this Agreement has the following meaning:
 - "Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.
 - "Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.
 - "Completion of Construction" means the date, as determined by the Division after consultation with the Recipient, that the work of building and erection of the Project is substantially complete, and is established on the Cover Page of this Agreement.
 - "District Office" means District Office of the Division of Drinking Water of the State Water Board.
 - "Division of Drinking Water" means the Division of Drinking Water of the State Water Board.
 - "Eligible Construction Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which construction costs may be incurred and eligible for reimbursement hereunder.
 - "Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any non-construction costs may be incurred and eligible for reimbursement hereunder.
 - "Enterprise Fund" means the enterprise fund of the Recipient in which Revenues are deposited.
 - "Event of Default" means, in addition to the meanings set forth in Exhibit C, the occurrence of any of the following events:
 - a) A material adverse change in the condition of the Recipient, the Revenues, or the System, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
 - b) Failure to operate the System or the Project without the Division's approval;
 - "Final Budget Approval" means the Division-approved final budget for the Project, as set forth in Exhibit B.
 - "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.
 - "Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.
 - "Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.
 - "Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the Recipient for maintaining and operating the System, determined in accordance with GAAP, including all

reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Recipient that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles.

- "Reimbursement Request" means the Recipient's request for Project Funds from the State Water Board as set forth in Exhibit B.
- "Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with GAAP, including all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.
- "System" means all drinking water collection, transport, treatment, storage, and delivery facilities, including land and easements thereof, owned by the City of Porterville, or its successor agency, and all other properties, structures, or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.
- "Useful Life" means the economically useful life of the Project beginning at Project Completion and is set forth in Exhibit A.

3. Acknowledgements.

The Recipient must include the following acknowledgement in any document, written report, or brochure to be shared with the general public prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part under the Drinking Water State Revolving Fund, which may include capitalization funding from the United States Environmental Protection Agency through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

4. Rates and Charges. The Recipient must, to the extent permitted by law, fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs, and must ensure that Net Revenues are in an amount necessary to meet its obligations under this Agreement. The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.
5. [RESERVED]
6. [RESERVED].

7. Environmental/Technical Special Conditions

Technical:

1. The Recipient shall submit its professional engineering services contract to the Division prior to disbursement of funds for costs incurred under such contract.
2. The Recipient shall not solicit bids, award a contract, or commence construction activities until final plans and specifications are approved by the Division of Drinking Water Tulare District Office Engineer and the Project Manager.
3. The Recipient must submit final consolidation agreements with Akin WC and Central MWC, in a form satisfactory to the Division, and receive written approval from the Project Manager to proceed before Project Funds may be disbursed for any Project Costs under the Agreement.
4. Upon completion of the Project the Recipient shall submit a water supply permit amendment request for review to the Division of Drinking Water Tulare District Office.

Environmental:

1. The documents identified below are incorporated by reference and the Recipient shall comply with the conditions and recommendations therein:
 - a. The Mitigation Monitoring and Reporting Program adopted by the State Water Board on June 16, 2016 for the Project. The Recipient shall implement all mitigation measures therein.
 - b. The letter dated February 12, 2020, from Patricia Cole of the United States Fish and Wildlife Service, San Joaquin Valley Division to Douglas E. Eberhardt of the United States Environmental Protection Agency, including, but not limited to, the following:
 - i. Implement Avoidance and Minimization Measures and Best Management Practices prior to and during construction activities to minimize and avoid effects to the San Joaquin kit fox.
 - c. The Mitigation Monitoring and Reporting Program adopted by the City of Porterville on April 21, 2020 for the Central Mutual Water Company Consolidation Project. The Recipient shall implement all mitigation measures therein.
2. In the Recipient's Quarterly Reports submitted pursuant to this Agreement, the Recipient shall include a discussion of the status of its compliance with environmental measures identified in this Exhibit D, with separate sections clearly labeled and titled, discussing the status of Recipient's compliance.
3. In the Recipient's Project Completion Report submitted pursuant to this Agreement, the Recipient shall include a discussion of its compliance with environmental measures identified in this Exhibit D, with separate sections clearly labeled and titled, discussing the status of Recipient's compliance.
8. [RESERVED].
9. Appointment of Receiver/Custodian. Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the State Water Board under this Agreement, the State Water Board may make application for the appointment of a receiver or custodian of the Revenues, pending such proceeding, with such power as the court making such appointment may confer.
10. [RESERVED].
11. Damages for Breach of Federal Conditions. In the event that any breach of any of the provisions of this Agreement by the Recipient results in the failure of Project Funds to be used pursuant to the provisions of this Agreement, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

12. [RESERVED].

13. Operation and Maintenance. The Recipient shall sufficiently and properly staff, operate, and maintain the facility and structures constructed or improved as part of the project throughout the term of this Agreement, consistent with the purposes of this Agreement. The Recipient assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation.

14. Insurance. The Recipient will procure and maintain or cause to be maintained insurance on the System and Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System or Project) as are usually covered in connection with systems similar to the System or Project. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program. In the event of any damage to or destruction of the System or Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System or Project. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the System and Project must be free and clear of all claims and liens. Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

15. Notice Events. Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Party Contacts by phone and email within the time specified below:

- a. The Recipient must notify the Division within 24 hours by phone at (916) 327-9978 and by email to DrinkingWaterSRF@waterboards.ca.gov of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.
- b. The Recipient must notify the Division promptly of the occurrence of any of the following events:
 - i. Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
 - ii. Change of ownership of the Project (no change of ownership may occur without written consent of the Division);
 - iii. Loss, theft, damage, or impairment to Project;
 - iv. Events of Default, except as otherwise set forth in this section;

- v. A proceeding or action by a public entity to acquire the Project by power of eminent domain.
- vi. Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity or the Recipient's continued existence;
- vii. Consideration of dissolution, or disincorporation;
- viii. Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.
- ix. The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this funding, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
- x. Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
- xi. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more;
- xii. Any Project monitoring, demonstration, or other implementation activities required in this Agreement;
- xiii. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
- xiv. Any event requiring notice to the Division pursuant to any other provision of this Agreement.
- xv. Completion of work on the Project.
- xvi. The Recipient must promptly notify the Division and Party Contacts of cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- xvii. The Recipient must promptly notify the Division and Party Contacts of the discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during implementation of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
- xviii. The Recipient must promptly notify the Division and Party Contacts of Completion of Construction, and Project Completion;
- xix. The Recipient must promptly notify the Division and Party Contacts of the award of the prime construction contract for the Project; and the Recipient must promptly notify the Division and Party Contacts of Initiation of construction of the Project.

xx. The occurrence of a material breach or event of default under any Recipient obligation that results in the acceleration of principal or interest or otherwise requires immediate prepayment, repurchase or redemption.

xxi. [RESERVED].

16. Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project. The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.
17. State Cross-Cutters. Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:
- a) The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
 - b) Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
 - c) Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
 - d) Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
 - e) Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
 - f) Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
 - g) Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
 - h) Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
 - i) Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
 - j) Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
 - k) The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.
18. Financial Management Systems. The Recipient must comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been

used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Recipient is bound by, and must comply with, the provisions and requirements of the federal Single Audit Act of 1984 and 2 CFR Part 200, subpart F, and updates or revisions, thereto.

19. Access and Inspection. In addition to the obligations set forth in section 2 of the General Terms and Conditions incorporated in Exhibit C of this Agreement, the Recipient must ensure that the United States Environmental Protection Agency, the Office of Inspector General, any member of Congress, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during the term of the Agreement.
20. Fraud, Waste, and Abuse. The Recipient shall prevent fraud, waste, and the abuse of Project Funds, and shall cooperate in any investigation of such activities that are suspected in connection with this Agreement. The Recipient understands that discovery of any evidence of misrepresentation or fraud related to reimbursement requests, invoices, proof of payment of invoices, or other supporting information, including but not limited to double or multiple billing for time, services, or any other eligible cost, may result in referral to the Attorney General's Office or the applicable District Attorney's Office for appropriate action. The Recipient further understands that any suspected occurrences of false claims, misrepresentation, fraud, forgery, theft or any other misuse of Project Funds may result in withholding of reimbursements and/or the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder.
21. Disputes. The Recipient must continue with the responsibilities under this Agreement during any dispute. The Recipient may, in writing, appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute. This provision does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law. This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.
22. Additional Representations and Warranties. The Recipient makes the following representations and warranties:
 - a. [RESERVED].
 - b. The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application, a material fact that makes the statements in its application not misleading.
 - c. The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.
 - d. The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the Cover Page.

- e. Except as set forth in this paragraph, there are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, the Revenues, and/or the Project.
 - f. There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain any of the real or personal property related to or necessary for the Project.
 - g. The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.
 - h. Any financial statements or other financial documentation of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements or other financial documentation: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements or other financial documentation, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements or other financial documentation been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.
 - i. The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.
 - j. The Recipient has no conflicting or material obligations, except as set forth in this paragraph.
 - k. The Recipient legally possesses all real property rights necessary for the purposes of this Agreement, not subject to third party revocation, which rights extend at least to the Records Retention End Date of this Agreement, except as set forth in this paragraph.
 - l. The Recipient and its principals, to the best of the Recipient's knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized; nor have they engaged or permitted the performance of services covered by this Agreement from parties that are debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized.
 - m. The Recipient possesses all water rights necessary for this Project.
23. Federal SRF Requirements. The Recipient acknowledges, warrants compliance with, and covenants to continuing compliance with the following federal terms and conditions for the Useful Life of the Project:
- a. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient shall not purchase "iron and steel products" produced outside of the United States on this Project. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the

Recipient hereby certifies that all "iron and steel products" used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

- b. The Recipient must include in full the Wage Rate Requirements (Davis-Bacon) language incorporated by reference in Section 2 of this Agreement in all construction contracts and subcontracts.
- c. The Recipient shall notify the State Water Board and the USEPA contact of public or media events publicizing the accomplishment of significant events related to this Project and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
- d. The Recipient shall comply with applicable EPA general terms and conditions found at <http://www.epa.gov/ogd>.
- e. No Recipient may receive funding under this Agreement unless it has provided its DUNS number to the State Water Board.
- f. [RESERVED]
- g. The Recipient represents and warrants that it and its principals are not excluded or disqualified from participating in this transaction as such terms are defined in Parts 180 and 1532 of Title 2 of the Code of Federal Regulations (2 CFR). If the Recipient is excluded after execution of this Agreement, the Recipient shall notify the Division within ten (10) days and shall inform the Division of the Recipient's exclusion in any request for amendment of this Agreement. The Recipient shall comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR. Such compliance is a condition precedent to the State Water Board's performance of its obligations under this Agreement. When entering into a covered transaction as defined in Parts 180 and 1532 of 2 CFR, the Recipient shall require the other party to the covered transaction to comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR.
- h. To the extent applicable, the Recipient shall disclose to the State Water Board any potential conflict of interest consistent with USEPA's Final Financial Assistance Conflict of Interest Policy at <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy>. A conflict of interest may result in disallowance of costs.
- i. USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement.
- j. Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the Recipient. The Recipient must utilize the Interagency Edison extramural invention reporting system at <http://Edison.gov> and shall notify the Division when an invention report, patent report, or utilization report is filed.

- k. The Recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the Disclosure statement set forth in Exhibit A.
- l. The Recipient acknowledges that it is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.
- m. The Recipient, its employees, contractors and subcontractors and their employees warrants that it will not engage in severe forms of trafficking in persons, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds. The Recipient agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement if the Recipient that is a private entity is determined to have violated the foregoing.
- n. The Recipient certifies to the best of its knowledge and belief that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and notify the State Water Board.
 - iii. The Recipient shall require this certification from all parties to any contract or agreement that the Recipient enters into and under which the Recipient incurs costs for which it seeks disbursements under this Agreement.
- o. The Recipient must comply with the following federal non-discrimination requirements:
 - i. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
 - ii. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
 - iii. The Age Discrimination Act of 1975, which prohibits age discrimination.
 - iv. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
 - v. 40 CFR Part 7, as it relates to the foregoing.
 - vi. Executive Order 13798, including, to the greatest extent practicable and to the extent permitted by law, the requirement to respect and protect the freedom of persons and organizations to engage in political and religious speech
 - vii. All applicable federal civil rights regulations, including statutory and national policy requirements (2 CFR section 200.300).

- p. Executive Order No. 11246. The Recipient shall include in its contracts and subcontracts related to the Project the following provisions:

"During the performance of this contract, the contractor agrees as follows:"(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(d) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(g) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

- q. The Recipient agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises as set forth in this Agreement.
- r. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the violation, the Recipient may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: <http://www.sam.gov/>.
- s. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655. The Recipient must comply with the Act's implementing regulations at 49 CFR 24.101 through 24.105.
- t. The Recipient agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure.
- u. All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by USEPA or that is submitted directly to USEPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at www.fgdc.gov.
- v. If the Recipient is a water system that serves 500 or fewer persons, the Recipient represents that it has considered publicly-owned wells as an alternative drinking water supply.
- w. The Recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- x. The Recipient agrees to immediately notify the Project Manager in writing about any allegation of research misconduct involving research activities that are supported in whole or in part with EPA funds under this Project, including fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, or ordering, advising, or suggesting that subordinates engage in research misconduct.
- y. The Recipient agrees to comply with, and require all contractors and subcontractors to comply with, EPA's Scientific Integrity Policy, available at <https://www.epa.gov/osa/policy-epa-scientific-integrity>, when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.
- z. The Recipient shall not suppress, alter, or otherwise impede the timely release of scientific findings or conclusions; intimidate or coerce scientists to alter scientific data, findings, or professional opinions or exert non-scientific influence on scientific advisory boards; knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty; or otherwise violate the EPA's Scientific Integrity Policy. The Recipient must refrain from acts of research misconduct, including publication or reporting, as described in EPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C, and must ensure scientific findings are generated and

disseminated in a timely and transparent manner, including scientific research performed by contractors and subcontractors.

- aa. The Recipient agrees to comply with the Animal Welfare Act of 1966 (7 USC 2131-2156). Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training," available at <http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples>.
- bb. The Recipient certifies that no Project Funds will be used on:
 - i. Video surveillance or telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - ii. Telecommunications or video surveillance services produced by such entities;
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; or
 - iv. Other telecommunications or video surveillance services or equipment in violation of [2 CFR 200.216](#).



CITY COUNCIL AGENDA – AUGUST 15, 2023

SUBJECT: Consideration of Status Report on Conditional Use Permit Concerning 180 South E Street

SOURCE: Community Development

COMMENT: At its meeting on June 6, 2022, the City Council adopted Resolution No. 40-2022 approving a Conditional Use Permit (CUP) for the establishment of a nursery located at 180 S. E Street. A CUP is required to establish the use of a nursery in the Downtown Mixed Use zone district.

The CUP included several conditions of approval, among which was a requirement for the applicant to submit plans, apply for building permits, and make improvements to ensure that unpermitted improvements meet the current adopted California Fire Code, California Building Code, and Porterville Development Ordinance. This included the shade structure utilized for an outdoor growing area. The CUP also included a semi-annual inspection by the Building and Fire Departments due to the nature of the unpermitted improvements that had been made to the facility. The purpose of this report is to update the Council on the semi-annual inspection and the progress made by the applicant towards meeting the conditions of approval of Resolution No. 40-2022.

The last update was provided to the Council at its meeting on December 20, 2022. At that time, staff noted that the applicant submitted an application for a building permit and structural repair plans for the facility on September 7, 2022. Staff reviewed the submitted plans and provided comments on required corrections to the applicant on September 27, 2022. In accordance with the CUP, an inspection was performed on October 18, 2022, by the Chief Building Inspector and Fire Marshal. During the inspection, the applicant was advised that the fire extinguishers were out of date and required service. The applicant was found to be operating within the conditions of approval on the use of the facilities. Staff met with the applicant and the applicant's agent on December 1, 2022, to discuss questions that the applicant had pertaining to the comments and corrections provided in response to the applicant's building permit application.

Since the last update provided to Council, the applicant resubmitted plans for review on January 3, 2023. Staff reviewed the submitted plans and provided comments on required corrections to the applicant on February 9, 2023. The applicant resubmitted plans on March 30, 2023. Staff reviewed the submitted plans and provided comments on required corrections to the applicant on May 17, 2023. In accordance with the CUP, on July 31, 2023, the Chief Building Inspector and Fire Marshal attempted to inspect the facility, but were not able to

complete the inspection due to the facility gates being closed with no employees on site. The Fire Marshal noted in his visual inspection from the public right-of-way that there were vehicles, including commercial trailers, stored under the canopy structure connecting the buildings on site. Staff emailed the applicant informing him of the attempted inspection. The applicant provided an email response on August 1, 2023, that the facility is no longer being utilized as a nursery and that it has been listed for sale. The applicant stated in a subsequent email that he did not agree with the Fire Marshal's reading of the California Fire Code, but that the vehicles would be removed from under the canopy structure.

Given that the applicant has failed to comply with various conditions of approval and is no longer operating the facility authorized under the CUP, the Council may consider revoking the CUP. The Porterville Development Ordinance Chapter 601.10 outlines the process for revocation of approvals. To revoke the permit, the Council would conduct a noticed Public Hearing at which evidence and/or testimony would be presented in favor of and/or in opposition to revocation. The Council would then base its decision on that evidence and testimony. Revocation of the CUP to establish the use of a nursery in the Downtown Mixed Use zone district would not negate the requirement of the Notice and Order dated January 21, 2022.

RECOMMENDATION: That the City Council consider the report, provide direction and/or take action as deemed appropriate, including but not limited to setting a Public Hearing to consider revocation of the Conditional Use Permit.

ATTACHMENTS: 1. Resolution No. 40-2022
 2. City Council Agenda Staff Report: December 20, 2022
 3. City Council Agenda Staff Report: June 6, 2022

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Assistant City Manager

Final Approver: John Lollis, City Manager

RESOLUTION NO. 40-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS IN SUPPORT OF APPROVAL OF A CONDITIONAL USE
PERMIT (PRC 2021-037-C) FOR SUNBURST PACKING COMPANY TO ALLOW
ESTABLISHMENT OF A NURSERY LOCATED ON 180 SOUTH E STREET

WHEREAS: On November 24, 2021, the Project Review Committee met with the applicant in order to discuss a proposed establishment of a Nursery at an existing 53,700± square foot facility located at 180 South E Street; and

WHEREAS: On November 24, 2021, the Environmental Coordinator made a preliminary determination that the project is exempt from California Environmental Quality Act pursuant to 15301 Existing Facilities in that there is no proposed expansion to the existing building; and

WHEREAS: The City Council of the City of Porterville, at its regular scheduled meeting of June 6, 2022, conducted a public hearing to consider a Conditional Use (Permit 2021-037-C) to allow the establishment of a Nursery; and

WHEREAS: The City Council of the City of Porterville received testimony from all interested parties related to said Conditional Use Permit; and

WHEREAS: The City Council made the following findings with respect to the subject project:

1. That the proposed project will advance the goals and objectives of and is consistent with the policies of the General Plan and any other applicable plan that the City has adopted. The project complies with the following General Plan guiding policies:

LU-G-1: promote a sustainable, balanced land use pattern that responds to existing needs and future needs of the City.

LU-G-5 Ensure that new developments pays for the public facilities and infrastructure improvements required to meet the demands resulting from that growth.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve Conditional Use Permit (PRC 2021-037-C) subject to the following conditions:

1. Upon approval of the conditional use permit, any future change in operation which substantially alters the conditions or nature of the subject business will require approval by the City Council.
2. Unless an extension of time is granted by the City Council, the conditional use permit shall expire two years after the date of approval if the use is not active or actively pursued. The City Council may approve a one year extension of any permit or approval granted under this ordinance upon receipt of a written application with the required fee before the permit

expires.

3. The applicant shall operate the establishment in such a manner as to preserve the public safety, health and welfare, to prevent the use from becoming a nuisance and operate the business in compliance with all laws, ordinances. In the event that this or any other condition of approval is violated, the City Council may modify or revoke the conditional use permit as provided in Section 601.10 of the Porterville Development Ordinance.
4. Pursuant to Section 601.10(d) the City Council may revoke the permit if it makes any of the following findings:
 - That approval was obtained by means of fraud or misrepresentation of a material fact;
 - That the use in question has ceased to exist or has been suspended for one year or more;
 - That there is or has been a violation of or failure to observe the terms or conditions of the permit or variance, or the use has been conducted in violation of the provisions of this ordinance, law or regulation; or
 - That the use to which the permit or variance applies has been conducted in a manner detrimental to the public safety, health and welfare or so as to be a nuisance.
5. A vector/rodent control plan shall be submitted and approved. The vector/rodent control plan will be implemented for the term of the agricultural use.
6. That any outdoor storage and growing area shall be screened from the view of the public street and shall comply with § 300.10 Screening.
7. Any changes to exterior shall comply with the Downtown Design Guidelines.
8. Signs shall comply with Downtown Design Guidelines and § 305 signs of the Development Code.
9. The developer/applicant shall submit plans for any structural upgrades based on a structural engineers report per the notice and order. The notice and order also outlined that plans shall identify any electrical, plumbing and mechanical that has been completed without property permits. The plans shall also include an egress plan from any area of any building to the exterior door(s) including pathways and clearances around the plant box layouts. The submitted plans once approved will need to be issued to a licensed contractor and all work will need to be done by a licensed contractor.
10. The developer/applicant shall submit plans for the outdoor covered growing area with documentation provided and labels attached for the mesh/cloth covering.

11. The use of a Nursery would require the developer/applicant to submit ventilation plan.
12. The developer/applicant shall submit four (4) complete sets of plans, signed by licensed Architect or Engineer, including four (4) sets of energy calculations and structural calculations. Or e-submitted at engbldg@ci.porterville.ca.us
13. Plan submittals shall comply with current access laws (both State and Federal). The most stringent Code shall prevail.
14. Plan submittals shall comply with all current applicable Codes.
15. The developer/applicant shall make payment of the required plan check fees at the time of building permit plan submittal.
16. The developer/applicant shall pay all fees according to the Municipal Code and State Law.
17. Signs require separate plan submittal and separate permit per the Development Ordinances.
18. The Building Official has designated the proposed Occupancy Classification to be a "F1".
19. Allow four (4) weeks review time for the initial plan check submittal and an additional four (4) weeks review time for each subsequent re-submittal.
20. NO DEFERRED ITEMS. Plans submitted with deferred items will automatically be rejected and are not guaranteed a complete plan review prior to said rejection.
21. Will need an exit analysis plan based on how the operation of the plants are set up.
22. Indoor growing areas will require an engineer or architect to approve the design for watering and drainage purposes.
23. The facility will be subject to a semi-annual inspection starting June 6, 2022, with the first (1st) inspection completed within the first six (6) months of the year and the second (2nd) inspection completed within the last six (6) months of the year. The inspection shall be conducted by the Building and Fire Departments.
24. Approved fire apparatus access roads shall be provided. It shall extend to within 150 feet of all portions of the facility and all portions on the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

25. Fire apparatus access roads shall comply with Section 503 of the currently adopted edition California Fire Code
26. If common/private driveways or dead end roadways exceed 150' in length from the public street or intersection, or the Fire Department access road, a required turn around shall comply with the currently adopted edition of the California Fire Code
27. Permits will be required for the membrane structure being utilized for the shaded grow area if it is to remain, be modified, and/or demolished. The membrane structure shall comply with Chapter 31 of the most recently adopted edition of the California Fire Code and California Building Code.
28. Knox box and gate access required (www.knoxbox.com)
29. Fire Extinguishers shall be placed to comply with the currently adopted edition of the California Fire Code
30. A back-flow device is required on the water meter.
31. The developer/applicant shall comply with the City standard for "backflow" prevention pursuant to Resolution No. 9615.
32. The developer/applicant shall install a refuse container enclosure according to City standards. Enclosure location to be approved by City prior to issuance of building permit. Enclosure should be oriented for direct stab pick up. The developer/ applicant shall also sign a waiver of liability for refuse truck damage to the parking lot if the refuse container location requires refuse trucks to travel on the parking lot.

PASSED, APPROVED AND ADOPTED this 6th day of June, 2022.



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 6th day of June, 2022.

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

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

JOHN D. LOLLIS, City Clerk

By: 
Fernando Gabriel-Moraga, Deputy City Clerk



CITY COUNCIL AGENDA – DECEMBER 20, 2022

SUBJECT: Consideration of Status Report on Conditional Use Permit Concerning 180 South "E" Street

SOURCE: Community Development

COMMENT: At its meeting on June 6, 2022, the City Council adopted Resolution 40-2022 approving a Conditional Use Permit (CUP) for the establishment of a nursery located at 180 S. E Street. A CUP is required to establish the use of a nursery in the Downtown Mixed Use zone district.

The CUP included several conditions of approval, including that the applicant submit plans and apply for building permits and make improvements to ensure that unpermitted improvements meet the current adopted California Fire Code, California Building Code, and Porterville Development Ordinance, including the shade structure utilized for an outdoor growing area. The CUP also included a semi-annual inspection by the Building and Fire Departments due to the nature of the unpermitted improvements that had been made to the facility. The purpose of this report is to provide an update on the progress made by the applicant towards meeting the conditions of approval of Resolution 40-2022 and report on the semi-annual inspection.

The applicant submitted an application for a building permit and structural repair plans for the facility on September 2, 2022. Staff reviewed the submitted plans and provided comments on required corrections to the applicant on September 27, 2022. In accordance with the CUP, an inspection was performed on October 18, 2022, by the Chief Building Inspector and Fire Marshal. During the inspection, the applicant was advised that the fire extinguishers were out of date and required service, and were found to be operating within the conditions of approval on the use of the facilities.

Staff met with the applicant and the applicant's agent on December 1, 2022, to discuss questions that the applicant had pertaining to the comments and corrections provided in response to the applicant's building permit application. The applicant noted during the meeting that his agent would be resubmitting plans shortly. At the time of writing this staff report, the applicant had not submitted updated plans to be reviewed for the issuance of the required building permits outlined in Resolution 40-2022.

RECOMMENDATION: That the City Council consider the report and provide direction as deemed appropriate.

ATTACHMENTS:

1. Resolution No. 40-2022
2. City Council Staff Report: June 6, 2022

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Assistant City Manager

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JUNE 6, 2022

SUBJECT: Consideration of Conditional Use Permit to Establish a Nursery at 180 South E Street

SOURCE: Community Development

COMMENT: The City received an application requesting the approval of a Conditional Use Permit (CUP) to establish the use of a nursery for “Sunburst Packing Company” located at 180 South E Street. On November 24, 2021, the Project Review Committee (PRC) reviewed the application that proposed the establishment of a nursery for Sunburst Packing Company. The subject site has General Plan Land Use Designation and Zoning Standards for Downtown Mixed Use (D-MX). The use of a nursery may be established in the D-MX zone district with the approval of a CUP.

The Sunburst Packing Company is proposing to utilize the existing facility of approximately 53,700± sf. in order to establish a nursery with the potential for indoor and outdoor growing areas. The facility was previously used for the operation of a packing facility for citrus. The site plan identifies indoor growing areas within the preexisting buildings, specifically Building A with 13,400 sf of main floor area and 13,400 sf of basement floor area, Building C with 4,800 sf and Building D with 5,600 sf of floor area. The site plan also includes Building B with 10,400± of floor area as an Open Loading Area for the operation. Building E with 2,500± sf and Building F with 3,600± sf are designated as storage areas. In addition to the preexisting buildings that are being proposed to be repurposed for the use of a nursery, the applicant proposes the use of a newly constructed unpermitted shade structure as an outdoor grow area of approximately 49,050± sf. The operation would consist of growing the plants in the identified outdoor grow area during the majority of the year in which the plants would only be transferred into the indoor grow buildings during winter to prevent damage to the plants due to the cold weather. The shade structure requires a building permit and will need to be installed under proper permit to meet all of the requirements of the currently adopted California Fire Code and California Building Code, and any other applicable code or standard.

Following the PRC meeting, staff conducted a walkthrough of the facility on December 3, 2021, to gain a better understanding of the proposed use and layout of the facility. During the tour of the facility, staff noticed that unpermitted improvements had been made to the facility to the point of causing concern for the structural integrity of the structure. On December 23, 2021, a first Notice and Order was issued, requiring that the facility be inspected by a

structural engineer. On January 19, 2022, staff was informed that the facility was not safe to occupy. On January 21, 2022, a second Notice and Order was posted, stating that Building A was unsafe to occupy. On April 13, 2022, staff met with the applicant and reviewed the requirements for the project to meet California Fire Code ,California Building Code, and Porterville Development Ordinance. On April 20, 2022, a building permit application was submitted and a permit was issued on April 22, 2022, to make required temporary improvements that were outlined in the structural engineers' report provided by the applicant. On April 24, 2022, temporary occupancy was issued for Building A, allowing for the use of the restroom and office in the building pending the submission and approval of a full set of plans including a structural evaluation.

The CUP application is a request to establish the use of a nursery within the DMX zoning district. The draft conditions of approval of the CUP include provisions requiring the applicant to submit plans and apply for building permits to ensure the unpermitted improvements meet the current adopted California Fire Code, California Building Code, and Porterville Development Ordinance, including the shade structure utilized for the outdoor growing area. Additionally, the draft conditions of approval includes a provision for a semi-annual inspection by the Building and Fire Departments of the facility, after which time staff can provide the City Council with a report following the inspections.

The proposed project is exempt pursuant to the California Environmental Quality Act per §15301 Existing Facilities.

RECOMMENDATION: That the City Council adopt the draft Resolution approving the Conditional Use Permit for Sunburst Packing Company subject to conditions of approval.

ATTACHMENTS:

1. Draft Resolution
2. Site Plan
3. Locator Map
4. Zoning Map

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Community Development Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – AUGUST 15, 2023

SUBJECT: Status and Review of Declaration of Local Flood Emergency

SOURCE: City Manager's Office

COMMENT: On March 13, 2023, Mayor Martha A. Flores in conjunction with the Acting City Manager Patrice Hildreth declared the existence of a local emergency within the City of Porterville. Said Declaration was made pursuant to Chapter 9 of the Porterville Municipal Code, and in response to the increasing threat to life and property in the city caused by a series of storm systems striking California and in particular the Porterville area, impacting Success Lake and significantly increasing flows of the Tule River. Pursuant to the California Emergency Services Act (California Government Code 8558 et seq.), emergency declarations must be ratified by the governing body within seven days of being declared. At its Special Meeting on March 17, 2023, the City Council acted to ratify the Declaration of Local Emergency. The Act also requires that the emergency declaration be renewed every sixty (60) days to remain in effect, which at its meeting on August 1, 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 Boudreaux issued an Evacuation Warning for both the north and south sides of the Tule River, and the Tulare County Office of Emergency Services (TCOES) established a Temporary Evacuation Point (TEP) and Emergency Shelter in the gymnasium at Porterville College.

On March 15, 2023, due to the water level of Success Lake rising to the point of running over the spillway of the Richard L. Schafer Dam, Sheriff Boudreaux issued a Mandatory Evacuation Order for the residences, businesses and structures between Schafer Dam and Road 284, east of the city of Porterville. On March 18, 2023, due to water levels dropping on the Tule River, Sheriff Boudreaux reduced the Mandatory Evacuation Order back to an Evacuation Warning.

On March 15, 2023, due to rising flood waters, Sheriff Boudreaux issued a Mandatory Evacuation Order for the area between Olive Avenue (Avenue 152) to Avenue 144 and the Friant-Kern Canal and the Tule River and Westwood Street, west of the city of Porterville. On March 25, 2023, Sheriff Boudreaux reduced the Mandatory Evacuation Order back to an Evacuation Warning.

On March 15, 2023, due to rising water levels of the Tule River, City Public Works Department staff took extraordinary measures to protect the

neighborhood north of River Springs Drive, avoiding potentially catastrophic flooding of the area.

On March 16, 2023, due to the historic water levels and flows of the Tule River causing erosion to the river banks, Police Chief Jake Castellow issued a Mandatory Evacuation Order for eight residences along Rio Vista Avenue, providing information on the TEP and Emergency Shelter established at Porterville College. City Public Works Department staff took extraordinary measures over the next several days to mitigate and protect the river banks from affecting the residences. On March 24, 2023, Chief Castellow reduced the Mandatory Evacuation Order of the eight residences back to an Evacuation Warning.

On March 19, 2023, due to continued erosion of the banks of the Tule River and the performance of immediate necessary mitigation efforts by Public Works Department personnel, Chief Castellow issued a Mandatory Evacuation Order for both the north and south banks of the Tule River within City limits (not including permanent structures with a designated address), and provided information on the TEP and Emergency Shelter established at Porterville College. 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.

On August 4, 2023, Governor Newsom issued Executive Order N-10-23 to streamline levee repairs and debris removal to help local communities recover from flooding and prepare for the next wet season.

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. Governor Newsom Executive Order N-10-23
8. Federal Disaster Declaration Fact Sheet - April 3, 2023
9. License to Use State Military Property - April 14, 2023
10. City and County Memorandum of Understanding for Shelter Support
11. County of Tulare CalOES Shelter Support Request Letter - April 14, 2023
12. License to Use State Military Property - May 16, 2023
13. Federal Disaster Declaration Notice - July 14, 2023
14. Armory Temporary Evacuation Point and Shelter - Daily Census
15. Resolution No. 15-2023
16. Rescue Source & Rescue 3 Invoice: Water Rescue Equipment
17. Royal Restrooms Invoice: Mobile Shower-Restroom Units
18. Rain for Rent Pump Invoice
19. Mike Clark Trucking Invoice
20. TopKnotch Security, Inc. Agreement
21. Good Guard Security, Inc. Agreement
22. Municipal Code Chapter 9 - Civil Defense and Disaster
23. California Government Code 8558

Appropriated/Funded:

Review By:

Department Director:
John Lollis, City Manager

Final Approver: John Lollis, City Manager



DECLARATION OF LOCAL EMERGENCY

WHEREAS, severe winter storm systems have struck California and in particular, the Porterville area, beginning in late February and continuing into March bringing damaging winds and historic precipitation, including rainfall in the Southern Sierra Nevada mountains already impacted by above-normal snow levels; and

WHEREAS, it is forecasted that additional storms will continue to threaten the Porterville area, bringing additional rain, significantly impacting Lake Success which is above capacity, and significantly increasing flows in the Tule River; and

WHEREAS, under the provisions of the City Charter, I find that conditions of extreme peril to the safety of persons and property exist due to these storms; and

WHEREAS, I find that the conditions caused by these storms, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City of Porterville and may require the combined forces of mutual aid and/or unified command to appropriately respond.

NOW, THEREFORE, I, MARTHA A. FLORES, Mayor of the City of Porterville, in accordance with the authority vested in me by the Porterville City Charter, **HEREBY DELCARE A LOCAL EMERGENCY** to exist in the City of Porterville.

IT IS HEREBY ORDERED that the City's Emergency Management Team under the direction of Fire Chief/Incident Commander Bryan Cogburn has the authority to procure any and all resources deemed necessary in this event.

DECLARED, this 13th day of March, 2023.

Martha A. Flores, Mayor

ATTEST:

Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. 11 -2023

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE CONFIRMING THE EXISTENCE
OF A LOCAL EMERGENCY

WHEREAS, Chapter 9 of the Porterville Municipal Code of the City of Porterville provides for the ability to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen within the City of Porterville caused by severe winter storm systems striking California, and in particular the Porterville area, beginning in late February and continuing into March bringing damaging winds and historic precipitation, including rainfall in the Southern Sierra Nevada mountains already impacted by above-normal snow levels; and

WHEREAS, it is forecasted that additional storms will continue to threaten the Porterville area, bringing additional rain, significantly impacting Lake Success which is above capacity, and significantly increasing flows in the Tule River that create or will likely create conditions of extreme peril; and

WHEREAS, Mayor Martha A. Flores in conjunction with City Manager John Lollis did declare the existence of a local emergency within the City of Porterville on the 13th day of March, 2023, which is subject to ratification by the City Council within seven (7) days. A copy of said Declaration is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby find that the aforesaid conditions of extreme peril did warrant and necessitate the declaration of the existence of a local emergency; and

BE IT RESOLVED that said local emergency shall be deemed to continue to exist until termination is proclaimed by the City Council of the City of Porterville, State of California.

PASSED, APPROVED AND ADOPTED this 17th day of March, 2023.



Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk



By: Patrice Hildreth, Chief Deputy City Clerk



DECLARATION OF LOCAL EMERGENCY

WHEREAS, severe winter storm systems have struck California and in particular, the Porterville area, beginning in late February and continuing into March bringing damaging winds and historic precipitation, including rainfall in the Southern Sierra Nevada mountains already impacted by above-normal snow levels; and

WHEREAS, it is forecasted that additional storms will continue to threaten the Porterville area, bringing additional rain, significantly impacting Lake Success which is above capacity, and significantly increasing flows in the Tule River; and

WHEREAS, under the provisions of the City Charter, I find that conditions of extreme peril to the safety of persons and property exist due to these storms; and

WHEREAS, I find that the conditions caused by these storms, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City of Porterville and may require the combined forces of mutual aid and/or unified command to appropriately respond.

NOW, THEREFORE, I, MARTHA A. FLORES, Mayor of the City of Porterville, in accordance with the authority vested in me by the Porterville City Charter, **HEREBY DELCARE A LOCAL EMERGENCY** to exist in the City of Porterville.

IT IS HEREBY ORDERED that the City's Emergency Management Team under the direction of Fire Chief/Incident Commander Bryan Cogburn has the authority to procure any and all resources deemed necessary in this event.

DECLARED, this 13th day of March, 2023.

Martha A. Flores, Mayor

ATTEST:

Patrice Hildreth, Chief Deputy City Clerk

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

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 17th day of March, 2023.

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

Council:	FLORES	CARRILLO	WEYHRAUCH	BELTRAN	MEISTER
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					



JOHN D. LOLLIS, City Clerk

By:

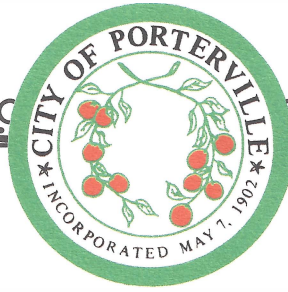
Fernando Gabriel-Moraga, Deputy City Clerk

Police Department

350 North "D" Street
Porterville, CA 93257
(559) 782-7400/FAX (559) 784-1070
www.PortervillePolice.com

Jake Castellow

Chief of Police



March 16th, 2023

This is a message from Tulare County & the City of Porterville. Due to the recent storm events, and the water levels in the Tule River, there is erosion to the bank of the river. An Evacuation order has been issued for all residences, businesses, and structures that are on the south side of Rio Vista Ave with the addresses of **191 Rio Vista Avenue, 201 Rio Vista Avenue, 211 Rio Vista Avenue, 221 Rio Vista Avenue, 231 Rio Vista Avenue, 241 Rio Vista Avenue, and 245 Rio Vista Avenue.**

An evacuation order, also known as a mandatory evacuation, means that all residents and visitors should **leave now** before the water causes unsafe conditions for the residence. If you are unable to evacuate and require assistance, please call 9-1-1. For additional resources or information, please call 2-1-1. Please refer to the map on the Tulare County website, emergencies page, at [TulareCounty.CA.gov/emergencies](https://www.tularecounty.ca.gov/emergencies).

A Temporary Evacuation point has been set up at Porterville College, 100 E College Avenue. Thank you.

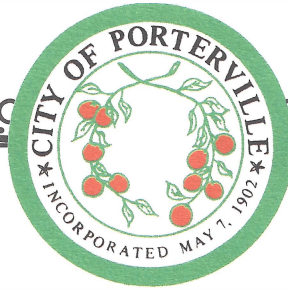
Jake Castellow
Chief of Police

Police Department

350 North "D" Street
Porterville, CA 93257
(559) 782-7400/FAX (559) 784-1070
www.PortervillePolice.com

Jake Castellow

Chief of Police



March 19, 2023

This is a message from Tulare County & the City of Porterville. Due to the recent storm events, there is erosion to the banks of the Tule River.

An **Evacuation Order** has been issued for the north bank and south bank of the Tule River, from Westwood Street, to the Plano bridge, but does not include the south bank from Westwood Street, east to the bridge of State Route 65. This evacuation order does not include permanent structures with a designated address, other than those for which a previous evacuation order has been issued.

An evacuation order, also known as a mandatory evacuation, means that all residents and visitors should leave immediately due to the unsafe conditions of the river banks. If you are unable to evacuate and require assistance, please call 9-1-1. For additional resources or information, please call 2-1-1. Please refer to the map on the Tulare County website, emergencies page, at TulareCounty.CA.gov/emergencies.

A Temporary Evacuation point has been set up at Porterville College, 100 E College Avenue.

Jake Castellow

Chief of Police

EXECUTIVE DEPARTMENT STATE OF CALIFORNIA

EXECUTIVE ORDER N-6-23

WHEREAS on March 1, 2023, March 8, 2023, March 12, 2023, March 14, 2023, and March 28, 2023, I proclaimed a State of Emergency to exist in 47 counties, cumulatively, as a result of a series of ongoing winter storms that initially struck California beginning in late February and continue to significantly impact the counties identified in my Proclamations; and

WHEREAS the State has experienced over a dozen atmospheric rivers since December 2022, resulting in compounding and cumulative impacts across California, including what are expected to be record amounts of snow in the Sierra Nevada, in particular in the southern Sierra, and current and forecasted precipitation are expected to add to historic snowpack levels already composed of several million acre-feet of snow water content; and

WHEREAS reservoirs into which the Sierra snowpack runoff would flow are already impacted by runoff, which is expected to greatly exceed available storage capacity in the reservoirs in and around the Tulare Lake Basin and the San Joaquin River Basin, and much of the ground in the area has reached saturation due to the series of ongoing winter storms; and

WHEREAS the Tulare Lake Basin is the terminal point for the Kings, Kaweah, Tule, and Kern Rivers, and several smaller streams, meaning that water from additional expected rains and Sierra snowpack runoff that cannot be stored in reservoirs or absorbed into the ground will flow into the basin; and

WHEREAS recent storms have already caused flooding in the Tulare Lake Basin, leading to emergency rescues and evacuation orders in Allensworth, Alpaugh, and other communities in Tulare and Kings Counties, and leading to dozens of levee breaks and local agencies directing strategic cuts to canals and levees to prevent further flooding of communities; and

WHEREAS runoff from the snowpack caused by the winter storms could result in flood conditions in the Tulare Lake Basin resembling those last experienced in the historic floods of 1969 and 1983, following historic snowpacks in those years; and

WHEREAS local flood control districts and other local governments generally have flood control responsibility in the Tulare Lake Basin, but state agencies such as the California Department of Forestry and Fire Protection (CAL FIRE), the California Department of Water Resources, and the Governor's Office of Emergency Services are actively engaged in supporting this local effort, and state agencies will continue to provide technical advice and other resources and support as needed, with a particular priority on protecting the lives and health of local communities; and

WHEREAS stretches of the San Joaquin River have been or are at flood stage this spring, river stages are expected to stay high throughout the spring as snowpack melts, and multiple levee repairs are underway on the lower San Joaquin River; and

WHEREAS the Tulare Lake Basin is hydrologically connected to the San Joaquin River Basin and that connection has the potential to exacerbate the flood risk in the San Joaquin River Basin, and so further emergency response efforts may become necessary in the San Joaquin River Basin as well; and

WHEREAS heavy accumulation of snowfall on the roof of Bear Valley Elementary School, located in Alpine County, currently renders instructional space unsafe for use; and

WHEREAS frequent flooding and flood evacuation orders have resulted in school closures and low student attendance in Pajaro Middle School, Hall District Elementary School and Ohlone Elementary, located in Pajaro Valley Unified School District in Santa Cruz County; and

WHEREAS it is critical that displaced students are back in school facilities as quickly as possible to ensure continuity in education; and

WHEREAS the State of California and local governments, in collaboration with the Federal government, continue sustained efforts to respond to and mitigate the effects of these storms; and

WHEREAS on March 9, 2023, I requested a Presidential Emergency Declaration related to these late winter storms, which was expeditiously approved by President Joseph R. Biden, Jr.; and

WHEREAS on March 15, 2023, I requested the addition of 9 counties to the existing Presidential Emergency Declaration related to these late winter storms, which was expeditiously approved by the President; and

WHEREAS on March 28, 2023, I also requested the President issue a Major Disaster Declaration related to these late winter storms for counties that met the validated damage threshold; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay the mitigation of the effects of these ongoing winter storms.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. All provisions contained in the above-referenced Proclamations of a State of Emergency shall remain in full force and effect.
2. To protect health, safety, and the environment, and to reduce the risks of local catastrophic flooding in the Tulare Lake Basin, Chapter 6 (commencing with section 1600) of Division 2 of the Fish and Game Code, and regulations adopted pursuant to that Chapter, are

suspended for activities that meet all of the requirements in Paragraph 3.

3. The suspension created by Paragraph 2 shall apply to floodwater diversion, debris removal, and levee repair and breach in the Tulare Lake Basin, on the condition that the actions cease when the flood conditions have abated to the point there is no longer flooding outside of defined streambeds and levees. Additionally, the suspension created by Paragraph 2 shall apply to floodwater diversion only if all of the following additional conditions are met:
 - a. The diversion of floodwater from the Tulare Lake Basin or rivers or streams flooding the Tulare Lake Basin must occur between March 31, 2023, and August 1, 2023, for flood management purposes.
 - b. For diversions directly from rivers or streams, a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice that flows downstream of the point of diversion are at imminent risk of flooding and inundation of land, roads, or structures.
 - c. For diversion of floodwaters in the Tulare Lake Basin (that is, waters no longer contained within a defined streambed or levee), a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice that areas from which the floodwaters are diverted are either at imminent risk of flooding or already flooded, with potential or existing inundation of land, roads, or structures.
 - d. Any water diverted is not diverted to and will not be applied to any area that has not been in active irrigated agricultural cultivation within the past three years, including grazing lands, annual grasslands, and natural habitats. This limitation does not apply to facilities already constructed for the purposes of groundwater recharge or managed wetlands.
4. In addition to the mandatory conditions set forth in Paragraph 3, any person conducting planned levee breaches or controlled inundation to prevent further catastrophic flooding pursuant to the suspension created by Paragraph 2 should take care, wherever feasible, to protect above-ground infrastructure and drinking water and wastewater infrastructure such as drinking water well field sites, wastewater discharge ponds, and other water resources that are necessary for the protection of human health and the recovery of impacted communities.
5. For purposes of conducting emergency flood preparation and response activities, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Secretary of the Natural Resources Agency concurs that local action is required, and (c) permits necessary to carry out actions under (a) and (b), Public

Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division, are suspended to the extent necessary to address flood impacts in the Tulare Lake Basin.

6. To support adequate state staffing for all state agencies and departments with an assigned response and/or recovery role related to flooding in the Tulare Lake Basin, consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. All other restrictions must be adhered to for retired annuitants. The Director of the California Department of Human Resources must be notified of any individual employed in state government pursuant to these suspensions. The suspension of statutes identified in this Paragraph shall also apply to local governments, as applicable, to ensure adequate staffing to appropriately respond to the flooding in the Tulare Lake Basin. Local governmental agencies shall notify the California Public Employees' Retirement System of any individual employed by an agency pursuant to this Paragraph.
7. The limitation for the period of employment for State Personnel Board emergency appointments, as provided in Government Code section 19888.1, is suspended for positions required for emergency response and/or recovery operations related to flooding in the Tulare Lake Basin. The requirements and period of employment for such appointments will be determined by the Office of Emergency Services but shall not extend beyond the termination date of the State of Emergency.
8. To the extent the Alpine County Office of Education and Alpine County Unified School District are required to use temporary facilities such as the Alpine County Public Library due to extraordinary snowpack on the roof of Bear Valley Elementary School, rendering instructional space unsafe, the requirements of Education Code sections 17280, et seq., 17365, et seq., and Government Code sections 4453 and 14963 are suspended with respect to those temporary facilities. The requirements of the California Building Code (codified in Title 24 of the California Code of Regulations), as adopted and enforced by the local building and fire agencies with jurisdiction over the area, shall apply to these temporary facilities.
9. To the extent the Alpine County Office of Education and Alpine County Unified School District are required to temporarily use buildings, as defined in the California Building Code (California Code of Regulations, Title 24, Part 2, Chapter 2, section 202), such as the Alpine County Public Library due to extraordinary snowpack on the roof of the Bear Valley Elementary School, rendering instructional space unsafe, local planning and zoning regulations shall be suspended to allow immediate occupancy of such buildings for use as public school facilities. In addition, the requirements of the California Building Code, as adopted and enforced by the local building and fire agencies with jurisdiction over the area, shall apply, except that the requirements

relating to Change of Use or Occupancy Classification in the California Building Code (California Code of Regulations, Title 24, Part 2, Chapter 1, section 111) shall not trigger immediate code upgrades, and a Certificate of Occupancy shall not be withheld for such immediate and temporary use of the facilities as a public school, as long as such facilities met building code requirements at the time of their construction, are accessible to individuals with disabilities, and are judged safe for use by the local building official.

10. Education Code section 60641 (a) requiring that all pupils be administered academic assessments in mathematics, English language arts, and science, as provided for in Education Code section 60640, is suspended for the 2022-2023 school year for Pajaro Middle School, Hall District Elementary School and Ohlone Elementary School of the Pajaro Valley Unified School District, if a federal waiver is approved by the United States Department of Education.

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

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

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 31st day
of March 2023.



GAVIN NEWSOM
Governor of California

ATTEST:

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

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.

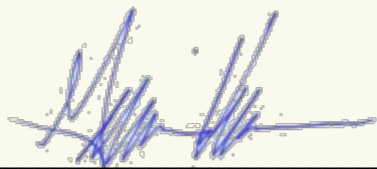
The Water Board shall post on its internet website all reports received pursuant to this subparagraph.

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

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-10-23

WHEREAS the State has experienced over thirty atmospheric rivers since December 2022, resulting in compounding and cumulative impacts across California, including record or near record amounts of snow in the Sierra Nevada; and

WHEREAS on January 4, 2023, I proclaimed a State of Emergency to exist in California as a result of severe winter storms related to an atmospheric river event beginning on December 27, 2022; and

WHEREAS on March 1, March 8, March 12, March 14, March 28, April 20, May 15, and June 16, 2023, I proclaimed a State of Emergency to exist in 53 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 April 21, May 10, July 8, and October 19, 2021, I proclaimed States of Emergency to exist due to drought conditions, and on February 13, 2023, I issued Executive Order N-3-23 and on March 10, 2023, I issued Executive Order N-4-23, to address evolving drought conditions due to the 2022-2023 Winter Storm Events and mitigate flooding by facilitating groundwater recharge; and

WHEREAS on March 31, 2023, I issued Executive Order N-6-23 to bolster the emergency response to the 2022-2023 Winter Storm Events, particularly in the Tulare Lake Basin that continues to be affected by historic flooding; and

WHEREAS on May 17, 2023, and on June 16, 2023, I issued Executive Order N-7-23 and N-9-23, respectively, to further bolster the emergency response to the 2022-2023 Winter Storm Events, in both the San Joaquin River and the Tulare Lake Basins; and

WHEREAS there remains a need for removal of floating vegetation and debris throughout impacted counties, including stretches of the Salinas River mainstem and tributaries, stretches of the Pajaro River mainstream and tributaries, and coastal streams along the Central Coast region from Santa Cruz County to Ventura County, and that removal must expeditiously occur before the next rainy season begins in fall 2023 in order to mitigate the risk of additional flooding and allow for continued recovery efforts; and

WHEREAS emergency repairs, debris removal, sediment removal, and vegetation management within waters of the United States are subject to federal approvals from the U.S. Army Corps of Engineers pursuant to section 404 of the federal Clean Water Act (33 U.S.C. § 1344), and the State Water Resources Control Board (Water Board) has previously issued state water quality certifications corresponding to the Corps Regional General Permits 8, 5, or 63 for Repair and Protection Activities in Emergency Situations and the Nationwide Permit 3 for Maintenance Part (a) for repair, rehabilitation, or replacement of structure of fill (collectively Emergency or Repair Corps Orders), which provide a

pathway for emergency activities in many instances (hereinafter referred to as Water Board Emergency or Repair 401 Certification Orders); 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 the 2022-2023 Winter Storm Events.

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 or withdrawn in subsequent proclamations and orders.
2. To protect health, safety, and the environment, and to reduce the risks of local catastrophic flooding, with respect to activities that take place in the San Joaquin River and tributaries, the Tulare Lake Basin and tributaries, including, but not limited to, the Kings, Tule, Kaweah, and Kern Rivers, the Salinas River and tributaries, the Pajaro River and tributaries, and other coastal streams between the Pajaro River (Santa Cruz/Monterey/San Benito Counties), to and including the Ventura River (Santa Barbara/Ventura County), but excluding tributaries to such other coastal streams, the following are suspended, subject to the conditions in Paragraphs 3 and 4, as applicable:
 - a. Chapter 6 (commencing with section 1600) of Division 2 of the Fish and Game Code, and regulations adopted pursuant to that Chapter.
 - b. Certain statutes, rules, and requirements applicable to activities under the jurisdiction of the Water Board and the California Regional Water Quality Control Boards (Regional Water Boards) as follows:
 - i. For an activity in a water of the United States that receives an authorization by the U.S. Army Corps of Engineers pursuant to section 404 of the Clean Water Act, any enrollment criteria that may limit the permitting of the activity under a Water Board Emergency or Repair 401 Certification Order, including criteria limiting the scope to only the Emergency or Repair Corps Orders, conditioned on compliance with all other provisions set forth in the relevant Water Board Emergency or Repair 401 Certification Order.

- ii. For an activity not covered by paragraph 2.b.i, sections 13260 and 13263 of the Water Code, and regulations adopted pursuant to those sections.
 - c. Division 13 (commencing with section 21000) of the Public Resources Code, and regulations adopted pursuant to that division.
- 3. The suspensions in Paragraph 2 apply only to (i) the repair or replacement of existing levees, weirs, and other conveyance and flood-control infrastructure, (ii) debris removal, (iii) sediment removal, and (iv) vegetation management, provided that the activity meets all of the following conditions, as applicable:
 - a. The activity is necessary to respond to conditions caused by the 2022-2023 Winter Storm Events and is necessary to avoid future damage from high streamflow events in the upcoming rainy season.
 - b. Removal of sediment or vegetation or both serves to either reestablish a functional low flow channel or reestablish channel capacity, or clear sediment and debris from the river channel near structures such as bridges.
 - c. Removal of sediment or vegetation or both is carried out in a manner that (i) does not involve excavation resulting in the establishment of a new low flow channel that did not exist prior to the 2022-2023 Winter Storm Events, (ii) maintains the natural contour of the stream, (iii) maintains the downstream slope of the stream flow line, and (iv) does not impede fish passage or cause fish stranding.
 - d. Removal of sediment or vegetation or both is limited to portions of the channel that are dry.
 - e. No more than 30% of the total native vegetation within the stream channel and bank is removed from each river mile.
 - f. Levees are either set back from their previous location (increasing channel capacity) or are rebuilt as configured prior to the 2022-2023 Winter Storm Events.
 - g. The activity does not involve disposal or placement of flood-delivered sediments into waters of the state or at locations or in a manner where sediments may be washed into waters of the state by rainfall or runoff.
 - h. The activity minimizes impacts to beneficial uses of the water body.
 - i. The activity is completed by November 1, 2023.
- 4. The suspensions in Paragraph 2.b.ii apply only if the activity meets all of the following further conditions:

- a. The project proponent shall provide notice to the appropriate Regional Water Board as early as possible, and no less than forty- eight (48) hours prior to initiating the project, that includes the scope and location of the activity, a description of the infrastructure, debris, sediment, and vegetation conditions relevant to the activity, with representative photos, and, as applicable, a description of how the activity serves to establish a functional low flow channel or reestablish channel capacity.
- b. Following any accidental discharge of a reportable quantity of a hazardous material (as defined in Health and Safety Code section 25501), sewage, or an unknown material, the project proponent shall follow the notification and reporting procedures set forth in condition A.3.c of Water Quality Order No. 2019-0044-Exec Clean Water Act Section 401 Water Quality Certification and Order.
- c. The activity shall be undertaken so as to avoid causing a violation of any applicable water quality standards, including impairment of designated beneficial uses for receiving waters, as adopted in any applicable Regional Water Board or Water Board water quality control plan or state policy for water quality control, but in the event of a violation of water quality standards, the project proponent shall eliminate the source of any such discharge as soon as practicable. Water diversion activities must not result in the degradation of beneficial uses or exceedances of water quality objectives of any of the receiving waters. Any temporary dam or other constructed obstruction must only be built from materials that will cause little or no siltation (e.g., clean gravel). Normal flows must be restored to the affected water immediately upon completion of work at that location.
- d. If there is a violation of a water quality standard, the project proponent shall notify the applicable Regional Water Board of any event causing a violation of compliance with water quality standards. Notification may be via telephone, e-mail, delivered written notice, or other verifiable means. This notification must be followed within three (3) working days by submission of a written report that includes the cause of the violation; the location shown on a map; and the period of the noncompliance including exact dates and times. If the noncompliance has not been corrected, include: the anticipated time it is expected to continue; the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance; and any monitoring results.
- e. If surface water is present, the project proponent shall conduct continuous visual surface water monitoring to detect accidental discharge of construction-related pollutants (e.g., oil and grease, turbidity plume, or uncured concrete).

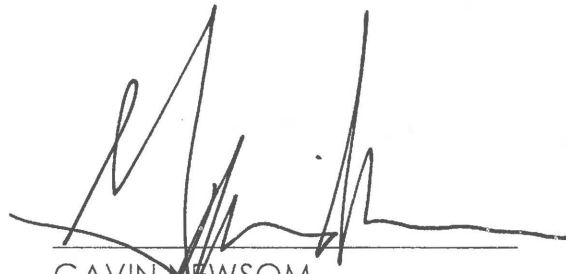
- f. The project proponent shall keep all repairs and construction to the minimum necessary to alleviate the emergency caused by the 2022- 2023 Winter Storm Events and limited to in-kind replacement or refurbishment of on-site features, although the project may undertake minor upgrading if bioremediation or other environmentally sensitive solutions are used.
 - g. The project proponent shall implement effective best management practices to control erosion and runoff from areas associated with the activity, including access roads. All areas of temporary impacts and all other areas of temporary disturbance that could result in a discharge or a threatened discharge to waters of the U.S. and/or state must be restored. Restoration must include grading of disturbed areas to pre-project contours and revegetation with native species.
 - h. Notification of completion, including representative photos showing completion, shall be submitted to the appropriate Regional Water Board within 30 days of completion of the activity.
- 5. To support adequate state staffing for all state agencies assigned response and/or recovery role related to the 2022-2023 Winter Storm Events in coastal streams including and between the Pajaro River (Santa Cruz/Monterey/San Benito Counties) and the Ventura River (Santa Barbara/Ventura County), 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 damage from the 2022-2023 Winter Storm Events in coastal streams including and between the Pajaro River (Santa Cruz/Monterey/San Benito Counties) and the Ventura River (Santa Barbara/Ventura County). Local governmental agencies shall notify the California Public Employees' Retirement System of any individual employed by an agency pursuant to this Paragraph.
- 6. 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 the 2022-2023 Winter Storm Events in coastal streams including and between the Pajaro River (Santa Cruz/Monterey/San Benito Counties) and the Ventura River (Santa Barbara/Ventura County). 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.

I FURTHER DIRECT that as soon as hereafter possible, this Order be filed with the Office of the Secretary of State and that widespread publicity and notice be given to 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 4th day of August 2023.

A handwritten signature in black ink, appearing to read 'Gavin Newsom', is written over a horizontal line.

GAVIN NEWSOM
Governor of California

ATTEST:

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



FEMA

Congressional Affairs Division
202-646-4500

STATE OF CALIFORNIA

FEDERAL DISASTER DECLARATION FACT SHEET

APRIL 3, 2023

Today, April 3, 2023, President Joseph R. Biden Jr., granted a Major Disaster Declaration for the State of California triggering the release of Federal funds to help individuals and communities recover from Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides that occurred February 21, 2023, and continuing. Details of the disaster declaration and assistance programs are as follows:

Declaration Number:	FEMA-4699-DR
Incident:	Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides
Incident Period:	February 21, 2023, and continuing
Federal Coordinating Officer:	Andrew F. Grant National FCO Program
Individual Assistance (IA):	(Assistance to individuals and households):
IA-Designated Counties:	Kern, Mariposa, Monterey, San Benito, Santa Cruz, Tulare, and Tuolumne Counties.
Public Assistance (PA):	(Assistance for emergency work and the repair or replacement of disaster-damaged facilities):
PA-Designated Counties:	Calaveras, Los Angeles, Monterey, and Tulare Counties.
Hazard Mitigation (HM):	(Assistance for actions taken to prevent or reduce long term risk to life and property from natural hazards):

HM-Designated Areas:

All areas in the State of California are eligible to apply for assistance under the Hazard Mitigation Grant Program.

OTHER:

Additional designations may be made at a later date if requested by the state and warranted by the results of further damage assessments.

###



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, LICENSEE 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

INSTALLATION COMMANDER

DATE: _____

FOR THE ADJUTANT GENERAL

DATE: _____



CITY OF PORTERVILLE

DATE: 04/21/2023

**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 at the 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

//

//

//

//

//

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.

Date: _____

CITY OF PORTERVILLE

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: A. Zahseen

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,

A handwritten signature in black ink, reading "Andrew Lockman", with a stylized flourish at the end.

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 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. 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

AGREEMENT 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.

AGREEMENT 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

FOR THE ADJUTANT GENERAL



CITY OF PORTERVILLE

DATE: _____

DATE: 05/17/2023



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

[Return to top](#)

Disasters & Assistance

Grants

Floods & Maps

Emergency Management

About

Work With Us



FEMA

[Contact FEMA](#)



FEMA.gov

An official website of the U.S. Department of Homeland Security

[Accessibility](#)

[Accountability](#)

[Careers](#)

[Civil Rights](#)

[Contact Us](#)

[FOIA](#)

[Glossary](#)

[No FEAR Act](#)

[Plug-Ins](#)

[Privacy](#)

[Report Disaster Fraud](#)

[Website Information](#)

[DHS.gov](#)

[USA.gov](#)

[Inspector General](#)

**National
Terrorism
Advisory
System**

Porterville Army National Guard Armory
Temporary Evacuation Point and Shelter
Daily Census

<u>Date:</u>	<u>Adults:</u>	<u>Youth:</u>	<u>Dogs:</u>
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

<u>Date:</u>	<u>Adults:</u>	<u>Youth:</u>	<u>Dogs:</u>
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

<u>Date:</u>	<u>Adults:</u>	<u>Youth:</u>	<u>Dogs:</u>
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
Thursday, July 27, 2023	27	0	0
Friday, July 28, 2023	25	0	0
Saturday, July 29, 2023	22	0	0
Sunday, July 30, 2023	22	0	0
Monday, July 31, 2023	24	0	0
Tuesday, August 1, 2023	21	0	0
Wednesday, August 2, 2023	19	0	0
Thursday, August 3, 2023	20	0	0
Friday, August 4, 2023	19	0	0
Saturday, August 5, 2023	26	0	0
Sunday, August 6, 2023	22	0	0
Monday, August 7, 2023	20	0	0
Tuesday, August 8, 2023	25	0	3
Wednesday, August 9, 2023	23	0	3

RESOLUTION NO. 15 -2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE
CATASTROPHIC / EMERGENCY RESERVE FOR THE COSTS ASSOCIATED
WITH THE RESPONSE TO THE LOCAL FLOOD EMERGENCY**

WHEREAS: Pursuant to Chapter 9 of the Porterville Municipal Code, Mayor Martha A. Flores declared the existence of a local emergency within the City of Porterville on March 13, 2023 due to the threat to life and property caused by a series of storms impacting Success Lake significantly increasing the Tule River flows; and

WHEREAS: Flood water and water from Success Lake had caused evacuation warnings and mandatory evacuation orders in the month of March for some local residents; and

WHEREAS: Historic water levels and flows of the Tule River have caused erosion to the river banks, prompting City staff to take extraordinary measures to protect the riverbanks and avoid potentially catastrophic flooding;

WHEREAS: The significant threat of local flooding emergency continues to exist with the estimated snow pack in the Sierra Nevada mountains of more than three hundred percent (300%) of normal and the potential for a warm storm or heat wave this Spring; and

WHEREAS: The City of Porterville Municipal Code Section 2-31.2, established the Catastrophic / Emergency Reserve Fund for the purpose of providing funds to mitigate costs associated with unforeseen emergencies, including natural disasters or catastrophic events;

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council of the City of Porterville make a finding that the local flood emergency is an unforeseen and unavoidable event that require the expenditure of City resources beyond those provided for in the annual budget; and
2. That the City Council of the City of Porterville does hereby approve and authorize the appropriation of funds from the Catastrophic / Emergency Reserve Fund for the costs associated with the response to the local emergency including personnel, equipment, services, and other necessary expenditures; and
3. That the City Council authorize the replacement of funds from any grant funds that may be used to reimburse said costs.

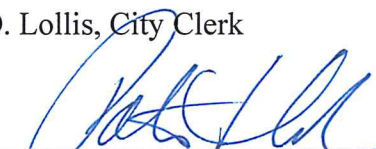
PASSED, APPROVED AND ADOPTED this 4th day of April, 2023.



Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 

Patrice Hildreth, Chief Deputy City Clerk

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

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 4th day of April, 2023.

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

Council:	FLORES	CARRILLO	WEYHRAUCH	BELTRAN	MEISTER
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					



JOHN D. LOLLIS, City Clerk

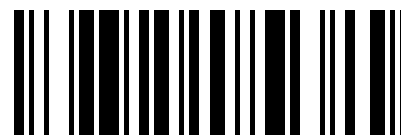
By: 
Fernando Gabriel-Moraga, Deputy City Clerk

Invoice

Calwen Inc. dba Rescue Source & Rescue 3 Intl

Calwen Inc. dba Rescue Source & Rescue 3
P.O. Box 1050
Wilton, CA 95693
Phone: 916-687-6556
Fax: 916-687-6717
Email: info@rescuesource.com

Order #	Date
131282	03/20/2023



Bill To:	Ship To:
PORTERVILLE FIRE DEPARTMENT 40 W CLEVELAND PORTERVILLE, CA 93257 Phone: 559-782-7526 Email: jrodriguez@ci.porterville.ca.us	PORTERVILLE FIRE DEPARTMENT 40 W CLEVELAND PORTERVILLE, CA 93257
Customer: PORTERVILLE FIRE DEPARTMENT	Contact: JANIE RODRIGUEZ PO Number: 23-22733

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
MELISSA	NET 30	Origin	UPS Next Day Air		03/20/2023

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Kit	KT2210	PFD TYPE V PACKAGE	\$250.00	20 ea	\$ 5,000.00
2	Sale	PF4026R	NRS 2022 RAPID RESCUER RED	\$0.00	20 ea	\$ 0.00
3	Sale	KN2556OR	NRS PILOT KNIFE ORANGE	\$0.00	20 ea	\$ 0.00
4	Sale	WH7905	WHISTLE-RESCUE 3 LOGO WITH COIL	\$0.00	20 ea	\$ 0.00
5	Sale	HL7050HVL/XL	RQ3 STORM PRO HELMET HI VIS LARGE/XLARGE	\$32.00	20 ea	\$ 640.00
6	Shipping	Freight	Freight Out	\$256.00	1 ea	\$ 256.00
7	Sale	Tax Expense	Tax Expense	\$521.70	1 ea	\$ 521.70

Subtotal:	\$6,417.70
Sales Tax:	\$0.00
Total:	\$6,417.70

Thank you for your order.
If you have any questions please call 800-457-3728
or e-mail info@rescuesource.com.

Royal Restrooms

DATE: _____

FOR:

Donnie Moore

(559) 782-7539

Cage Code 5HJ93

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@royalrestroomscs.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

24/7 Emergency 800-742-7246
www.rainforrent.com

Rain For Rent
Bakersfield
4001 State Rd
Bakersfield CA 93308
United States
661-399-1724

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# 1854595	INVOICE DATE 3/30/2023	PO or JOB# 23-22734	PAYMENT DUE 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

Event Date: Start 5/5/23 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: 29 ~~44~~ Plano St

City: Porterville State: CA

Zip: 93257 Special Instructions/ Directions for Event:

2 guards, check-in Guest by 8pm, lock gates, lights off 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 Madeline M. Foster 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:	Amy Graybehl 559-782-7521
Email:	agraybehl@ci.porterville.ca.us
Rate (U.S. Dollars):	\$28.95 (Per Hour Per Guard)
Holiday Rate	\$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:

- 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.
- 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.
- 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.
- 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.
- 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.
- 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).
- 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 its 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

(Authorized Representative Signature)

Brady Osorto / Business Development Manager

(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.)