



**AMENDED CITY COUNCIL AGENDA  
CITY HALL, 291 N. MAIN STREET  
PORTERVILLE, CALIFORNIA  
FEBRUARY 6, 2024, 5:30 PM**

The City of Porterville is allowing for electronic viewing of City Council Meetings. Porterville City Council Meetings will be live streamed on YouTube at

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**City of Porterville – City Council Meeting of February 06, 2024**

Please use the following link below to join the webinar:

<https://us06web.zoom.us/j/85406320764?pwd=Ot61t4ASQ6f52XxWm44elkEtXsLUa.NmlXOyJqkubPoZGH>

Or via Telephone: **1-669-900-6833** Webinar ID: **854 0632 0764** Passcode: **101644**

Call to Order

Roll Call

**ORAL COMMUNICATIONS**

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

**CITY COUNCIL CLOSED SESSION:**

A. Closed Session Pursuant to:

**1** - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Rae Dean Strawn v. City of Porterville, United States District Court, Eastern District of California, Case No. 1:22-cv-1245 ADA-EPG.

**2** - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Eduardo Velasquez, Jr. v. City of Porterville, Tulare County Superior Court Case No. VCU304120.

**3** - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Yesenia Flores v. City of Porterville et al., Tulare County Superior Court Case No. PCU304121.

**4** - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One (1) case in which facts are not yet known to potential plaintiff.

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

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

Pledge of Allegiance Led by Council Member Meister

Invocation

**PRESENTATIONS**

Swearing In Ceremony - Patrice Hildreth, City Manager

Focused General Plan Update

Southern California Edison Presentation - Brian Thoburn

**ORAL COMMUNICATIONS**

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

**REPORTS**

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

I. Staff Informational Reports

Charitable Car Washes Quarterly Report Calendar Year 2023

Code Enforcement Quarterly Report

Building Permit Activity Quarterly Report FY 2023-2024 (October - December 2023)

Street Performance Measure Quarterly Report FY 2023-2024 (October - December 2023)

Golf Course Quarterly Report FY 2023-2024 (October-December 2023)

City Commission and Committee Attendance Quarterly Report FY 2023-2024  
(October - December 2023)

City Council Member Appointments Attendance Quarterly Report FY 2023-2024  
(October - December 2023)

**CONSENT CALENDAR**

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

1. **Authorization to Repair City Well No. AP-2**

Re: Consideration of approval for the repair of City Well AP-2 located on the East side of West Street, just north of Edison Court, by Mario Sagredo Electrical, for an amount not to exceed \$15,008.



2. **Authorization to Distribute a Request for Proposals for Art Component of Santa Fe Byway Project**  
Re: Considering authorization to distribute a Request for Proposals for the public art component of the Santa Fe Byway Project.
3. **Thurman Avenue & Third Street Storm Drain Project**  
Re: Consideration to authorize an appropriation in the amount of \$418,000 from Local Transportation Fund (LTF); and authorize an appropriation in the amount of \$121,000 from the Sewer Revolving Fund (SRF) needed to complete the Thurman Avenue & Third Street Storm Drain Project.
4. **Authorization to Procure Labor and Materials Through an Open Market Process to Complete the City Pool Improvements Project**  
Re: Consideration to adopt the resolution authorizing the procurement of bids through an Open Market Process for the City Pool Improvements Project.
5. **Authorization to Use General Fund - Animal Shelter**  
Re: Consideration to approve the draft resolution authorizing an appropriation of \$1,800,000 from the Capital Construction/Improvement Designated Fund to fund the project with the proceeds from the land sale of the Animal Shelter in Lindsay and anticipated donations being planned for reimbursement to said fund.
6. **Financial Status Reports**  
Re: Considering acceptance of the City's Financial Status Reports as presented.
7. **Quarterly Investment Portfolio**  
Re: Consideration to accept the quarterly Investment Portfolio Summary Report.
8. **Request for Proclamation - Red Cross Month - March 2024**  
Re: Considering approval of a request to proclaim the month of March 2024, as "Red Cross Month" in the City of Porterville.
9. **Approval of Community Civic Event - Porterville Chamber of Commerce - Spring Festival - April 13, 2024**  
Re: Consideration to approve the Community Civic Event application submitted by the Porterville Chamber of Commerce to hold the Porterville Chamber Spring Festival event on April 13, 2024, from 10:00 AM to 3:00 PM.
10. **Authorization of Temporary Overflow Parking at the Sports Complex for Eagle Mountain Casino Special Events**  
Re: Consideration to approve Eagle Mountain Casino requests for temporary use of the Sports Complex parking lot during special events based on conditions set forth by the City.
11. **Status and Review of Local Drought Emergency**  
Re: Considering approval of the continuance of the Declaration of Local Emergency.

#### **SCHEDULED MATTERS**

12. **Consideration of Appointment to the Parks & Leisure Services Commission**  
Re: Considering the appointment of an individual to serve the remainder of a four-year term on the Parks & Leisure Services Commission.

**13. Consideration of Adoption of Draft Resolution of the City Council of the City of Porterville Affirming its Commitment to the Principles of Liberty and Medical Freedom**

Re: Consideration to adopt the draft resolution of the City Council of the City of Porterville Affirming its Commitment to the Principles of Liberty and Medical Freedom.

**14. Consideration of the Wall of Fame Policy**

Re: Consideration to potential revisions to the Wall of Fame policy concerning criteria for honoree selection.

**15. 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 Task Force on Homelessness - January 17, 2024
2. Tulare County Association of Governments (TCAG) - January 22, 2024
3. Tulare County Economic Development Corp. (TCEDC) - January 24, 2024
4. The Mighty 190 Committee - January 24, 2024
5. Internal City Audit Committee - January 24, 2024
6. TCAG Sustainable Corridor Committee - January 25, 2024
7. Tulare County Regional Transit Authority (TCRTA) - January 29, 2024

**ORAL COMMUNICATIONS**

**OTHER MATTERS**

**CLOSED SESSION**

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

**ADJOURNMENT** - to the meeting of February 20, 2024, 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](http://www.ci.porterville.ca.us).



## CITY COUNCIL AGENDA – FEBRUARY 6, 2024

SUBJECT: Charitable Car Washes Quarterly Report Calendar Year 2023

SOURCE: Finance

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

For the period of January 1 to December 31, 2023, there have been no charitable car wash applications received or permits issued.

RECOMMENDATION: Information Only

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

Appropriated/Funded:

Review By:

Department Director:

Final Approver: Patrice Hildreth, City Manager

## ARTICLE VI. CHARITABLE CAR WASH PERMIT PROCEDURE

SECTION:

**15-70: Definitions**

**15-71: Permit Required For Charitable Car Wash**

**15-72: Application For Permit**

**15-73: Issuance And Form Of Permit**

**15-74: Term Of Permit**

**15-75: Nontransferability Of Permit**

**15-76: Manner Of Car Wash**

**15-77: Fundraising As A Business**

**15-78: Revocation Of Permit**

**15-79: Violations**

**15-80: Car Washing As A Business**

**15-70: DEFINITIONS:**

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

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

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

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

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

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

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

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

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

**15-71: PERMIT REQUIRED FOR CHARITABLE CAR WASH:**

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

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

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

#### **15-72: APPLICATION FOR PERMIT:**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **15-73: ISSUANCE AND FORM OF PERMIT:**

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

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

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

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

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

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

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

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

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

1. The name and address of the permit holder;
2. The date for which the permit is valid;
3. A statement that the permit does not constitute an endorsement by the city, or any of its departments, officers or employees, of the purpose of the car wash;
4. A permit number; and
5. The signature of the finance director or his/her designee. (Ord. 1669 § 1, 6-21-2005)

#### **15-74: TERM OF PERMIT:**

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

#### **15-75: NONTRANSFERABILITY OF PERMIT:**

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

#### **15-76: MANNER OF CAR WASH:**

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

1. Shall take place between the hours of eight o'clock (8:00) A.M. and six o'clock (6:00) P.M.
2. Shall be conducted for a one day period only.
3. Shall not be conducted by any person under the age of sixteen (16) years, unless supervised by an adult.
4. Shall not be conducted at any house, apartment or other dwelling nor an area zoned for residential use only.
5. Shall be conducted in an area zoned for commercial uses; and such location shall have a means of collecting the wash water and shall discharge the water to the city sewer collection system.
6. Shall use biodegradable soaps or detergents, and shall not violate any of the provisions of chapter 25 of this code, concerning wastewater discharge requirements.
7. Shall have a means in place to limit wastewater or runoff such as pistol grip nozzle or similar apparatus affixed to each garden hose or water source.
8. Shall not allow any person to solicit cars or other contributions from a position in or on any public right of way, including, but not limited to, sidewalks, traffic islands, driveways or the like as to endanger that individual

or others.

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

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

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

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

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

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

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

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

#### **15-77: FUNDRAISING AS A BUSINESS:**

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

#### **15-78: REVOCATION OF PERMIT:**

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

#### **15-79: VIOLATIONS:**

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

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

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

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

#### **15-80: CAR WASHING AS A BUSINESS:**

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



## CITY COUNCIL AGENDA – FEBRUARY 6, 2024

SUBJECT: Code Enforcement Quarterly Report

SOURCE: Fire

COMMENT: This informational report utilizes data from the “myPorterville” application for tracking code enforcement activity between October 1, 2023 through December 31, 2023. During the 2nd quarter of fiscal year 2023/2024, each department of the City contributed towards recording 849 code enforcement issues. Of these, 580 were corrected and 269 were continued into the 3rd quarter of 2023/2024 for additional corrective action. The Code Enforcement Division issued 60 Administrative Citations.

At its meeting on July 20, 2021, the City Council reviewed its Ordinance related to the parking and storing of recreational vehicles, boats, and trailers. During the past quarter, Code Enforcement received thirteen (13) complaints specific to recreational vehicles, boats, and trailers, of which seven (7) had been completed at the time of this report.

RECOMMENDATION: Informational only

ATTACHMENTS: 1. Code Enforcement FY 23-24 Q2

Appropriated/Funded:

Review By:

Department Director:  
Bryan Cogburn, Fire Chief

Final Approver: Patrice Hildreth, City Manager



Code Enforcement Report, Quarter 2, FY 23-24

| Q2 Code Enforcement Activity                          | # Requests | # Completed | % Closed |
|-------------------------------------------------------|------------|-------------|----------|
| Abandoned Vehicle (Street)                            | 26         | 16          | 61.54%   |
| Animals- agricultural animals                         | 1          | 0           | 0.00%    |
| Animals- barking dogs                                 | 10         | 5           | 50.00%   |
| Animals- keeping too many or unauthorized species     | 6          | 3           | 50.00%   |
| Animals- roosters                                     | 2          | 0           | 0.00%    |
| Building Department/ Permits                          | 17         | 2           | 11.76%   |
| Business License Inquiries                            | 4          | 0           | 0.00%    |
| CEO, Building permit check                            | 1          | 0           | 0.00%    |
| CEO, Business License                                 | 2          | 2           | 100.00%  |
| CEO, Shopping Carts                                   | 62         | 62          | 100.00%  |
| CEO, Sign Removal                                     | 221        | 221         | 100.00%  |
| Code Enforcement, General                             | 49         | 33          | 67.35%   |
| Community Development, General or MULTIPLE violations | 5          | 2           | 40.00%   |
| Engineering                                           | 5          | 0           | 0.00%    |
| Fences and freestanding walls                         | 1          | 0           | 0.00%    |
| Fire Hazard                                           | 4          | 3           | 75.00%   |
| Fireworks                                             | 1          | 0           | 0.00%    |
| Garbage Collection/ Illegal Dumping                   | 19         | 5           | 26.32%   |
| Graffiti                                              | 12         | 3           | 25.00%   |
| Health Hazard                                         | 3          | 1           | 33.33%   |
| Itinerant Vendor, Solicitor, Peddler                  | 25         | 24          | 96.00%   |
| Landscaping/trees- private property                   | 5          | 3           | 60.00%   |
| Meter Request                                         | 125        | 14          | 11.20%   |
| Neglected property/trash & debris                     | 7          | 2           | 28.57%   |
| Outdoor Storage                                       | 3          | 1           | 33.33%   |
| Parks                                                 | 21         | 19          | 90.48%   |
| Police/ Traffic Enforcement                           | 45         | 35          | 77.78%   |
| Potholes                                              | 9          | 8           | 88.89%   |
| Refuse Can Replacement / Repair                       | 10         | 6           | 60.00%   |
| Report Leak                                           | 27         | 18          | 66.67%   |
| Sidewalk Condition                                    | 2          | 0           | 0.00%    |
| Signs- In Public Right of Way                         | 2          | 2           | 100.00%  |
| Signs- Maintenance Issues                             | 1          | 1           | 100.00%  |
| Stop Light Issue                                      | 13         | 8           | 61.54%   |
| Storm Water                                           | 3          | 2           | 66.67%   |
| Street Light Issue                                    | 6          | 4           | 66.67%   |
| Street Sweeping                                       | 2          | 2           | 100.00%  |
| Vehicles- inoperable vehicles                         | 8          | 4           | 50.00%   |
| Vehicles- Parked on lawn                              | 5          | 4           | 80.00%   |

| Administrative Citations | Q1  | Q2 | Q3 | Q4 | Total     |
|--------------------------|-----|----|----|----|-----------|
| \$100                    | 31  | 28 | 0  | 0  | \$5,900   |
| \$200                    | 2   | 6  | 0  | 0  | \$1,600   |
| \$500                    | 13  | 21 | 0  | 0  | \$17,000  |
| \$1,000                  | 12  | 5  | 0  | 0  | \$17,000  |
| \$2,500                  | 42  | 0  | 0  | 0  | \$105,000 |
| \$5,000                  | 1   | 0  | 0  | 0  | \$5,000   |
| FY 23-24 Total Assesment | 101 | 60 | 0  | 0  | \$151,500 |

| Shopping Carts  | Q1  | Q2  | Q3 | Q4 | Total |
|-----------------|-----|-----|----|----|-------|
| Collected       | 126 | 106 | 0  | 0  | 232   |
| Disposed (Lbs.) | 700 | 0   | 0  | 0  | 700   |

| Private Property Vehicle Abatements | Q1 | Q2 | Q3 | Q4 | Total |
|-------------------------------------|----|----|----|----|-------|
| Voluntary Abatement                 | 40 | 18 | 0  | 0  | 58    |
| Certified Voluntary Abatement       | 0  | 0  | 0  | 0  | 0     |
| Towed                               | 5  | 1  | 0  | 0  | 6     |
| Total Vehicles Abated               | 45 | 19 | 0  | 0  | 64    |

| Weed Abatement                   | Q1 | Q2 | Q3 | Q4 | Total |
|----------------------------------|----|----|----|----|-------|
| Properties Noticed               | 47 | 20 | 0  | 0  | 67    |
| Completed by Owner               | 34 | 13 | 0  | 0  | 47    |
| Assigned to Contractor (private) | 0  | 0  | 0  | 0  | 0     |
| Completed by Contractor          | 0  | 0  | 0  | 0  | 0     |
| Admin Citations                  | 11 | 18 | 0  | 0  | 29    |

Code Enforcement Report, Quarter 2, FY 23-24

|                         |     |     |         |
|-------------------------|-----|-----|---------|
| Vehicles- RVs/boats/etc | 13  | 7   | 53.85%  |
| Water Waste             | 9   | 8   | 88.89%  |
| Water Waste Admin Cite  | 21  | 21  | 100.00% |
| Water Waste NOV         | 15  | 15  | 100.00% |
| Weed Abatement          | 20  | 13  | 65.00%  |
| Yard Sales, Frequent    | 1   | 1   | 100.00% |
| Q2 Total                | 849 | 580 | 55.24%  |



## CITY COUNCIL AGENDA – FEBRUARY 6, 2024

**SUBJECT:** Building Permit Activity Quarterly Report FY 2023-2024 (October - December 2023)

**SOURCE:** Engineering and Project Management

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

2nd Quarter of FY 2023/2024 compared to 2nd Quarter of FY 2022/2023

New residential permits issued during the 2nd quarter of 2023/24 (22) showed an 8.33% decrease from the 2nd quarter of 2022/23 (24). New commercial permits issued during the 2nd quarter of 2023/24 (3) showed an increase from the 2nd quarter of 2022/23 (0).

Year-to-Date (July 2023 to December 2023)

New residential permits issued this fiscal year (36) are up 2.85% compared to the same period last fiscal year (35). The number of commercial permits issued this fiscal year (4) is up 300% from the same period last fiscal year (1).

**RECOMMENDATION:** Information Only

**ATTACHMENTS:**

1. Building Permit Activity - October 2023
2. Building Permit Activity - November 2023
3. Building Permit Activity - December 2023

Appropriated/Funded:

Review By:

Department Director:  
Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager

**CITY OF PORTERVILLE - BUILDING DIVISION**  
**REPORT FOR THE PERIODS OF**  
**7/1/2022 - 10/31/2022 AND**  
**7/1/2023 - 10/31/2023**

| PERMIT       | NUMBER OF PERMITS ISSUED |              |                   |                   | ACTUAL VALUATION OF PERMITS ISSUED |              |                   |                   | BUILDING FEES TOTALS FOR PERMITS ISSUED |              |                   |                   |
|--------------|--------------------------|--------------|-------------------|-------------------|------------------------------------|--------------|-------------------|-------------------|-----------------------------------------|--------------|-------------------|-------------------|
|              | OCTOBER 2023             | OCTOBER 2022 | THIS YEAR TO DATE | LAST YEAR TO DATE | OCTOBER 2023                       | OCTOBER 2022 | THIS YEAR TO DATE | LAST YEAR TO DATE | OCTOBER 2023                            | OCTOBER 2022 | THIS YEAR TO DATE | LAST YEAR TO DATE |
| NEW RESID    | 7                        | 8            | 21                | 19                | 1,916,212                          | 1,209,386    | 4,419,933         | 3,194,776         | 18,290.70                               | 15,861.33    | 49,788.40         | 37,580.75         |
| NEW COMM     | 0                        | 0            | 1                 | 1                 | 0                                  | 0            | 50,000            | 400,000           | 0.00                                    | 0.00         | 4,073.00          | 1,055.70          |
| RESID IMPROV | 15                       | 7            | 32                | 21                | 282,526                            | 173,539      | 542,387           | 874,729           | 9,108.93                                | 2,504.99     | 16,011.33         | 9,922.35          |
| COMM IMPROV  | 0                        | 0            | 0                 | 0                 | 0                                  | 0            | 0                 | 0                 | 0.00                                    | 0.00         | 0.00              | 0.00              |
| OTHER        | 68                       | 34           | 190               | 113               | 1,243,375                          | 465,938      | 3,706,224         | 2,507,526         | 16,482.75                               | 7,899.35     | 49,500.30         | 29,630.40         |
| ELECT        | 50                       | 78           | 232               | 389               | 870,833                            | 2,163,478    | 3,870,908         | 9,289,612         | 9,867.00                                | 16,029.00    | 44,865.00         | 77,122.00         |
| PLUMB        | 39                       | 60           | 193               | 217               | 125,053                            | 138,141      | 635,237           | 663,321           | 4,843.00                                | 8,195.00     | 26,248.00         | 31,830.00         |
| TOTALS       | 179                      | 187          | 669               | 760               | 4,438,000                          | 4,150,482    | 13,224,689        | 16,929,964        | 58,592.38                               | 50,489.67    | 190,486.03        | 187,141.20        |

|               | NEW DWELLING UNITS TOTALS |              |                   |                   |
|---------------|---------------------------|--------------|-------------------|-------------------|
|               | OCTOBER 2023              | OCTOBER 2022 | THIS YEAR TO DATE | LAST YEAR TO DATE |
| SINGLE FAMILY | 7                         | 7            | 20                | 18                |
| MULTI FAMILY  | 0                         | 0            | 2                 | 0                 |
| TOTAL         | 7                         | 7            | 22                | 18                |

  
**CHIEF BUILDING OFFICIAL**

**CITY OF PORTERVILLE - BUILDING DIVISION**  
**REPORT FOR THE PERIODS OF**  
**7/1/2022 - 11/30/2022 AND**  
**7/1/2023 - 11/30/2023**

| PERMIT       | NUMBER OF PERMITS ISSUED |               |                   |                   | ACTUAL VALUATION OF PERMITS ISSUED |               |                   |                   | BUILDING FEES TOTALS FOR PERMITS ISSUED |               |                   |                   |
|--------------|--------------------------|---------------|-------------------|-------------------|------------------------------------|---------------|-------------------|-------------------|-----------------------------------------|---------------|-------------------|-------------------|
|              | NOVEMBER 2023            | NOVEMBER 2022 | THIS YEAR TO DATE | LAST YEAR TO DATE | NOVEMBER 2023                      | NOVEMBER 2022 | THIS YEAR TO DATE | LAST YEAR TO DATE | NOVEMBER 2023                           | NOVEMBER 2022 | THIS YEAR TO DATE | LAST YEAR TO DATE |
| NEW RESID    | 10                       | 4             | 31                | 23                | 2,605,294                          | 703,443       | 7,025,227         | 3,898,219         | 20,505.35                               | 8,424.20      | 70,293.75         | 46,004.95         |
| NEW COMM     | 2                        | 0             | 3                 | 1                 | 2,954,000                          | 0             | 3,004,000         | 400,000           | 7,563.42                                | 0.00          | 11,636.42         | 1,055.70          |
| RESID IMPROV | 3                        | 6             | 35                | 27                | 44,993                             | 71,070        | 587,380           | 945,799           | 1,408.35                                | 2,721.00      | 17,419.68         | 12,643.35         |
| COMM IMPROV  | 0                        | 0             | 0                 | 0                 | 0                                  | 0             | 0                 | 0                 | 0.00                                    | 0.00          | 0.00              | 0.00              |
| OTHER        | 27                       | 25            | 217               | 138               | 360,790                            | 599,687       | 4,067,015         | 3,107,213         | 7,340.10                                | 6,324.35      | 56,840.40         | 35,954.75         |
| ELECT        | 44                       | 70            | 276               | 459               | 1,277,104                          | 1,803,730     | 5,148,011         | 11,093,342        | 10,583.00                               | 14,267.00     | 55,448.00         | 91,389.00         |
| PLUMB        | 29                       | 23            | 222               | 240               | 164,629                            | 150,210       | 799,866           | 813,531           | 3,865.00                                | 2,758.00      | 30,113.00         | 34,588.00         |
| TOTALS       | 115                      | 128           | 784               | 888               | 7,406,810                          | 3,328,140     | 20,631,498        | 20,258,105        | 51,265.22                               | 34,494.55     | 241,751.25        | 221,635.75        |

|               | NEW DWELLING UNITS TOTALS |               |                   |                   |  |
|---------------|---------------------------|---------------|-------------------|-------------------|--|
|               | NOVEMBER 2023             | NOVEMBER 2022 | THIS YEAR TO DATE | LAST YEAR TO DATE |  |
| SINGLE FAMILY | 10                        | 4             | 30                | 22                |  |
| MULTI FAMILY  | 0                         | 0             | 2                 | 0                 |  |
| TOTAL         | 10                        | 4             | 32                | 22                |  |

*Jane Wilkerson*  
**CHIEF BUILDING OFFICIAL**

**CITY OF PORTERVILLE - BUILDING DIVISION**  
**REPORT FOR THE PERIODS OF**  
**7/1/2022 - 12/31/2022 AND**  
**7/1/2023 - 12/31/2023**

| PERMIT       | NUMBER OF PERMITS ISSUED |               |                   |                   | ACTUAL VALUATION OF PERMITS ISSUED |               |                   |                   | BUILDING FEES TOTALS FOR PERMITS ISSUED |               |                   |                   |
|--------------|--------------------------|---------------|-------------------|-------------------|------------------------------------|---------------|-------------------|-------------------|-----------------------------------------|---------------|-------------------|-------------------|
|              | DECEMBER 2023            | DECEMBER 2022 | THIS YEAR TO DATE | LAST YEAR TO DATE | DECEMBER 2023                      | DECEMBER 2022 | THIS YEAR TO DATE | LAST YEAR TO DATE | DECEMBER 2023                           | DECEMBER 2022 | THIS YEAR TO DATE | LAST YEAR TO DATE |
| NEW RESID    | 5                        | 12            | 36                | 35                | 1,048,985                          | 2,216,650     | 8,074,212         | 6,114,869         | 10,725.34                               | 23,749.49     | 81,019.09         | 69,754.44         |
| NEW COMM     | 1                        | 0             | 4                 | 1                 | 280,000                            | 0             | 3,284,000         | 400,000           | 4,852.98                                | 0.00          | 16,489.40         | 1,055.70          |
| RESID IMPROV | 6                        | 4             | 41                | 31                | 108,517                            | 21,645        | 695,897           | 967,444           | 4,084.68                                | 1,700.35      | 21,504.36         | 14,343.70         |
| COMM IMPROV  | 0                        | 0             | 0                 | 0                 | 0                                  | 0             | 0                 | 0                 | 0.00                                    | 0.00          | 0.00              | 0.00              |
| OTHER        | 20                       | 21            | 237               | 159               | 274,648                            | 959,163       | 4,341,662         | 4,066,376         | 4,634.35                                | 5,368.70      | 61,474.75         | 41,323.45         |
| ELECT        | 23                       | 89            | 299               | 548               | 666,219                            | 1,982,306     | 5,814,230         | 13,075,648        | 4,606.00                                | 18,002.70     | 60,054.00         | 109,391.70        |
| PLUMB        | 22                       | 37            | 244               | 277               | 58,486                             | 51,589        | 858,352           | 865,120           | 2,480.00                                | 5,467.00      | 32,593.00         | 40,055.00         |
| TOTALS       | 77                       | 163           | 861               | 1,051             | 2,436,854                          | 5,231,352     | 23,068,353        | 25,489,457        | 31,383.35                               | 54,288.24     | 273,134.60        | 275,923.99        |

|               | NEW DWELLING UNITS TOTALS |               |                   |                   |  |
|---------------|---------------------------|---------------|-------------------|-------------------|--|
|               | DECEMBER 2023             | DECEMBER 2022 | THIS YEAR TO DATE | LAST YEAR TO DATE |  |
| SINGLE FAMILY | 5                         | 12            | 35                | 34                |  |
| MULTI FAMILY  | 0                         | 0             | 2                 | 0                 |  |
| TOTAL         | 5                         | 12            | 37                | 34                |  |

  
**CHIEF BUILDING OFFICIAL**



## CITY COUNCIL AGENDA – FEBRUARY 6, 2024

**SUBJECT:** Street Performance Measure Quarterly Report FY 2023-2024 (October - December 2023)

**SOURCE:** Engineering and Project Management

**COMMENT:** The purpose of this staff report is to provide the City Council with an update on progress made on street reconstruction, overlay, micro-surfacing, and pothole repair efforts for the second quarter of FY 2023-2024 (October - December 2023). For Council's information, when reviewing the report, the light blue bar represents staff's estimated quantity of "work" for each category for the fiscal year. The black overlaid bar represents the quantity of work accomplished to date.

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

**RECOMMENDATION:** Information Only

**ATTACHMENTS:**

1. 2023-2024 Level of Service Progress Report 2nd quarter
2. 2023-2024 Level of Service Progress Report 1st quarter

Appropriated/Funded:

Review By:

Department Director:  
Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager



**CITY OF PORTERVILLE**  
**2023/2024 Level of Service Report**  
**Prepared By J. Sanchez**

## 2nd QUARTER REPORT - July 1, 2023 - December 31, 2023

[illegible]

2nd QUARTER REPORT - July 1, 2023 - December 31, 2023



**CITY OF PORTERVILLE**  
**2023/2024 Level of Service Report**  
**Prepared By J. Sanchez**

1st QUARTER REPORT - July 1, 2023 - September 30, 2023

[illegible]

# 1st QUARTER REPORT - July 1, 2023 - September 30, 2024



## CITY COUNCIL AGENDA – FEBRUARY 6, 2024

**SUBJECT:** Golf Course Quarterly Report FY 2023-2024 (October-December 2023)

**SOURCE:** Parks and Leisure Services

**COMMENT:** At the request of the City Council, staff is providing a report on participation numbers at the Golf Course for informational purposes. The report reflects the Second Quarter (October-December) for Fiscal Year 2023-2024.

**RECOMMENDATION:** Informational only

**ATTACHMENTS:** 1. Golf Course 2nd Quarter Report

**Appropriated/Funded:**

**Review By:**

Department Director:  
Donnie Moore, Parks and Leisure Services Director

Final Approver: Patrice Hildreth, City Manager

# PORTERVILLE GOLF COURSE STATISTICS

|                   | Oct-22             | Oct-23             | Nov-22             | Nov-23            | Dec-22             | Dec-23             |
|-------------------|--------------------|--------------------|--------------------|-------------------|--------------------|--------------------|
| Golfers           | 2224               | 1884               | 1922               | 709               | 1287               | 946                |
| Repeat 9/Twilight | 1318               | 1187               | 1098               | 498               | 736                | 631                |
| Tickets Used      | 860                | 859                | 757                | 309               | 585                | 404                |
| Passes Sold       | 31                 | 49                 | 32                 | 42                | 29                 | 27                 |
| Carts             | 950                | 783                | 848                | 262               | 484                | 374                |
| <b>Total</b>      | <b>\$21,117.00</b> | <b>\$22,983.00</b> | <b>\$18,927.00</b> | <b>\$9,751.00</b> | <b>\$12,231.00</b> | <b>\$11,414.00</b> |



## CITY COUNCIL AGENDA – FEBRUARY 6, 2024

**SUBJECT:** City Commission and Committee Attendance Quarterly Report FY 2023-2024 (October - December 2023)

**SOURCE:** Administrative Services

**COMMENT:** Staff herein provides for the City Council's information the attendance reports as of the second quarter FY 2023-2024 for the following City Commissions and Committees:

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

**RECOMMENDATION:** Information Only

**ATTACHMENTS:**

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

**Appropriated/Funded:**

**Review By:**

Department Director:  
Yuliana Andrade, Acting Administrative Services Director

Final Approver: Patrice Hildreth, City Manager

**Animal Control Commission  
Attendance Records**

As of December 31 2023

|                        | 2023<br>13-Jul | 2023<br>12-Oct | 2023 | 2023 | 2023 | 2023 | 2023 | Notes: |
|------------------------|----------------|----------------|------|------|------|------|------|--------|
| Kathy Guinn            | P              | <b>A</b>       |      |      |      |      |      |        |
| Jerry Hall             | P              | P              |      |      |      |      |      |        |
| Kat Harris             | P              | P              |      |      |      |      |      |        |
| Shawn Schwartzenberger | P              | <b>A</b>       |      |      |      |      |      |        |
| Lacy Goodlett          | P              | P              |      |      |      |      |      |        |
|                        |                |                |      |      |      |      |      |        |

\*Meeting cancelled due to lack of quorum.

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

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

\*Meeting cancelled due to lack of quorum.

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

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

\*Meeting cancelled due to lack of quorum.

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

|                  | 2021<br>Mar | 2021<br>Apr | 2021<br>May | 2021<br>June | 2021<br>July | 2021<br>Aug | 2021<br>Sept | Notes: |
|------------------|-------------|-------------|-------------|--------------|--------------|-------------|--------------|--------|
| Florenza Pizanis |             | P           | P           | **           | **           | P           |              |        |
| Jerry Hall       |             | P           | <b>A</b>    | **           | **           | <b>A</b>    |              |        |
| Kathy Guinn      |             | P           | P           | **           | **           | P           |              |        |
| Kat Harris       |             | P           | P           | **           | **           | P           |              |        |
| Art Duron        |             | <b>A</b>    | <b>A</b>    | **           | **           | P           |              |        |
|                  |             |             |             |              |              |             |              |        |

\*Meeting cancelled due to lack of quorum.

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

As of December 31, 2023

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

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

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

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

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

# LIBRARY & LITERACY COMMISSION - Attendance Record

As of December 31, 2023

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

= Summer Hiatus

\*\* = No meeting held

|                      | 2023<br>June | 2023<br>July | 2023<br>Aug | 2023<br>Sept | 2023<br>Oct | 2023<br>Nov | 2023<br>Dec | 2024<br>Jan | 2024<br>Feb | 2024<br>Mar |               |
|----------------------|--------------|--------------|-------------|--------------|-------------|-------------|-------------|-------------|-------------|-------------|---------------|
| Kim Baumgardner      |              |              |             | P            | P           | P           | P           |             |             |             |               |
| Patience Christenson |              |              |             | E            |             |             |             |             |             |             | Resigned 9/23 |
| Esther Figueroa      |              |              |             | P            | P           | P           | P           |             |             |             |               |
| Edith LaVonne        |              |              |             | P            | P           | P           | P           |             |             |             |               |
| Susan Uptain         |              |              |             | E            | P           | E           | E           |             |             |             |               |
| Fernando Serrano     |              |              |             | P            | P           | P           | P           |             |             |             |               |
| Sonya Lopez          |              |              |             | P            | P           | P           | P           |             |             |             |               |
| Irene Ortega         |              |              |             |              |             | P           | P           |             |             |             |               |

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

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

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

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

PARKS & LEISURE SERVICES COMMISSION  
ATTENDANCE RECORDS

As of December 31, 2023

**Parks & Leisure Services Commissioner's Record of Attendance**

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

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

**Parks & Leisure Services Commissioner's Record of Attendance**

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

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

**Parks & Leisure Services Commissioner's Record of Attendance**

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

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



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

As of December 31, 2023

|                     | 2022<br>25-Aug | 2022<br>17-Nov | 2023<br>16-Feb | 2023<br>25-May | 2023<br>24-Aug | 2023<br>28-Nov |                                     |
|---------------------|----------------|----------------|----------------|----------------|----------------|----------------|-------------------------------------|
| John Simonich       | P              | P              | <b>A</b>       | P              | P              | <b>A</b>       | <i>Term expires 5/2026</i>          |
| Margaret Stinson    | P              | P              | P              | P              | P              | <b>A</b>       | <i>Term expires 5/2024</i>          |
| John Billiou        | P              | P              | <b>A</b>       | P              | P              | P              | <i>Term expires 5/2026</i>          |
| Jerry Hall          | P              | P              | P              | P              | P              | P              | <i>Term expires 5/2026</i>          |
| Janice Kovars       | P              | P              | P              | P              | P              | <b>A</b>       | <i>Term expires 5/2024</i>          |
| Shawn Byars         | P              | <b>A</b>       | P              | <b>A</b>       | P              | P              | <i>Term expires 5/2026</i>          |
| Joshua Sulier       | <b>A</b>       | P              | P              | P              | P              | P              | <i>Term expires 5/2024</i>          |
| Angela Dennis       | P              | <b>A</b>       | P              | <b>A</b>       | <b>A</b>       | P              | <i>Apptd 12/20; Term exp 5/2024</i> |
| Rae Dean Strawn     | P              | P              | <b>A</b>       | P              | <b>A</b>       | P              | <i>Apptd 07/19; Term exp 5/2026</i> |
| Robert K. Falls Sr. | <b>A</b>       | P              | P              | P              | P              | <b>A</b>       | <i>Apptd 07/19; Term exp 5/2024</i> |

\* Meeting cancelled

|                         | 2020<br>23-Sep | 2020<br>18-Nov | 2021<br>26-May | 2021<br>25-Aug | 2021<br>17-Nov | 2022<br>24-Feb | 2022<br>19-May |                                     |
|-------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|-------------------------------------|
| John Simonich           | P              | P              | P              | P              | <b>A</b>       | P              | P              | <i>Term expires 5/2026</i>          |
| Margaret Stinson        | P              | P              | P              | P              | P              | P              | P              | <i>Term expires 5/2024</i>          |
| Russell "Buck" Fletcher | <b>A</b>       | P              | P              | <b>A</b>       | <b>A</b>       | <b>A</b>       | <b>A</b>       | <i>Term ended</i>                   |
| John Billiou            | P              | P              | P              | P              | P              | P              | P              | <i>Term expires 5/2026</i>          |
| Jerry Hall              | <b>A</b>       | P              | <b>A</b>       | <b>A</b>       | P              | P              | P              | <i>Term expires 5/2026</i>          |
| Janice Kovars           | P              | P              | P              | P              | <b>A</b>       | P              | P              | <i>Term expires 5/2024</i>          |
| Shawn Byars             | P              | <b>A</b>       | P              | P              | P              | P              | P              | <i>Term expires 5/2026</i>          |
| Joshua Sulier           | P              | P              | P              | P              | P              | P              | P              | <i>Term expires 5/2024</i>          |
| Angela Dennis           |                |                | P              | P              | P              | P              | P              | <i>Apptd 12/20; Term exp 5/2024</i> |
| Rae Dean Strawn         |                |                |                |                |                |                |                | <i>Apptd 07/19; Term exp 5/2026</i> |
| Robert K. Falls Sr.     |                |                |                |                |                |                |                | <i>Apptd 07/19; Term exp 5/2024</i> |

\* Meeting cancelled

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

\* Meeting cancelled

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

As of December 31, 2023

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

\* No meeting was held due to COVID.

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

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

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



## CITY COUNCIL AGENDA – FEBRUARY 6, 2024

**SUBJECT:** City Council Member Appointments Attendance Quarterly Report FY 2023-2024 (October - December 2023)

**SOURCE:** Administrative Services

**COMMENT:** At its meeting on January 21, 2020, the City Council directed that staff prepare a quarterly report on Council Member attendance at meetings of boards and committees to which Council Members are appointed. This report represents attendance at meetings during the second quarter of FY 2023-2024 (October through December 2023).

**RECOMMENDATION:** Informational Only

**ATTACHMENTS:** 1. Quarterly Report (October - December 2023)

**Appropriated/Funded:**

**Review By:**

Department Director:  
Patrice Hildreth, City Manager

Final Approver: Patrice Hildreth, City Manager

## City Council Attendance - FY 2023-2024 Second Quarter Report

October 1, 2023 through December 31, 2023

| Committee/Board                                                                                | Member/Alternate                                                             | October            | November | December |
|------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|--------------------|----------|----------|
| Ad Hoc Committee- COVID-19                                                                     | Kellie Carrillo-Member<br>Greg Meister - Member                              |                    |          |          |
| Ad Hoc Committee - General Plan                                                                | Don Weyhrauch - Member<br>Kellie Carrillo - Member                           |                    |          |          |
| Ad Hoc Committee - Military banner                                                             | Kellie Carrillo                                                              | 10/10 P            |          |          |
| Ad Hoc Committee - Proposition 64<br>Regulation of Marijuana                                   | Don Weyhrauch - Member<br>Raymond Beltran - Member                           |                    |          |          |
| Ad Hoc Library Facility Planning Committee                                                     | Kellie Carrillo - Member                                                     |                    | 11/16 P  |          |
| Ad Hoc Committee - Provision of<br>Local Water Services                                        | Kellie Carrillo - Member<br>Raymond Beltran - Member                         |                    |          |          |
| Council of Cities                                                                              | Martha Flores - Member<br>Greg Meister - Member                              |                    |          |          |
| Eastern Tule Groundwater<br>Sustainability Agency JPA (ETGSA)                                  | Don Weyhrauch - Member<br>Michael Knight-Alternate                           | 10/5 P             | 11/2 P   | 12/7 P   |
| Internal City Audit Committee                                                                  | Martha Flores - Member<br>Kellie Carrillo - Member                           | 10/25 P<br>10/25 P |          |          |
| Joint City/School District Committee                                                           | Kellie Carrillo - Member<br>Greg Meister - Member                            |                    |          |          |
| Local Initiatives Navigation Center Committee<br>(LINC)                                        | Raymond Beltran - Member<br>Claudia Calderon -Alternate                      |                    | 11/8 P   | 12/6 P   |
| Mighty190 Committee                                                                            | Kellie Carrillo - Member<br>Greg Meister - Member                            |                    |          |          |
| Porterville Area Development Authority (PADA)                                                  | Don Weyhrauch - Member<br>Raymond Beltran - Member                           | 10/27 P<br>10/27 P | 11/17 P  |          |
| PDC Advisory Board                                                                             | John Lollis - Member<br>Mayor - Alternate                                    |                    |          |          |
| San Joaquin Valley Special City Selection<br>Committee                                         | Don Weyhrauch - Member<br>Greg Meister - Alternate                           |                    |          |          |
| San Joaquin Valley REAP Committee                                                              | Martha Flores- Member                                                        |                    | 11/3 P   |          |
| Tulare County Association of Governments/Tulare<br>County Transportation Authority (TCAG/TCTA) | Martha Flores - Member<br>Greg Meister - Alternate                           | 10/16 P            | 11/18 P  | 12/16 P  |
| Tulare County Association of Governments (TCAG)<br>Sustainable Corridors Committee             | Martha Flores - Member<br>Asst. City Manager Ridenour                        | 10/12 P            |          | 12/11 P  |
| Tulare County City Selection<br>Committee                                                      | Mayor - City Member<br>Designee - Alternate                                  |                    |          |          |
| Tulare County Economic Development Corporation<br>(TCEDC)                                      | Martha Flores - Member<br>John Lollis - Alternate                            | 10/25 P            |          |          |
| Tulare County Regional Transit Agency (TCRTA)                                                  | Don Weyhrauch - Member<br>Raymond Beltran - Alternate<br>City Manager Lollis | 10/16 P            | 11/15 P  | 12/18?   |
| Tulare County Taskforce on Homelessness                                                        | Martha Flores - Member<br>Claudia Calderon - Alternate                       | 10/18 P            | 11/15 P  |          |
| Tule River Improvement JPA                                                                     | Don Weyhraruch - Member<br>Michael Knight - Alternate                        | 10/2 P             |          |          |

P = Present    A = Absent



## CITY COUNCIL AGENDA – FEBRUARY 6, 2024

SUBJECT: Authorization to Repair City Well No. AP-2

SOURCE: Public Works

COMMENT: The City of Porterville's Well No. AP-2, located on the east side of West Street, north of Edison Court, has experienced an operational failure to the variable frequency drive. The demand for the water system depends on all wells being operational, making it imperative that the operation of Well No. AP-2 be restored. Failure to correct this issue would affect the city's overall water system pressure and production capabilities.

In an effort to secure the services of a pump repair company, three (3) bids were requested, and three (3) bids were received from these local pump repair companies:

| <u>Company</u>               | <u>Total</u> |
|------------------------------|--------------|
| Mario Sagredo Electrical Inc | \$13,643     |
| Telstar Instruments          | \$14,023     |
| Blair Electric Services Inc  | \$16,767     |

Mario Sagredo Electrical was the lowest bidder to respond. In addition, they are immediately available to start correcting all issues at City Well No. AP-2, at a cost not to exceed \$14,999 (inclusive of all parts, taxes, labor, and contingencies). The total repair cost will be funded by the Water Operating Fund.

RECOMMENDATION: That City Council:

1. Direct the Finance Director to initiate a Purchase Order to Mario Sagredo Electrical for an amount not to exceed \$14,999 (inclusive of all parts, taxes, labor and contingency) for the repair of City Well No. AP-2; and
2. Direct the Finance Director to make payment to Mario Sagredo Electrical upon receipt of the invoice approved by the Public Works Director.

ATTACHMENTS:

1. City Well No. AP 2 Location Map
2. Mario Sagredo Electrical Inc. Quote
3. Telstar Instruments Quote
4. Blair Electric Services Inc. Quote

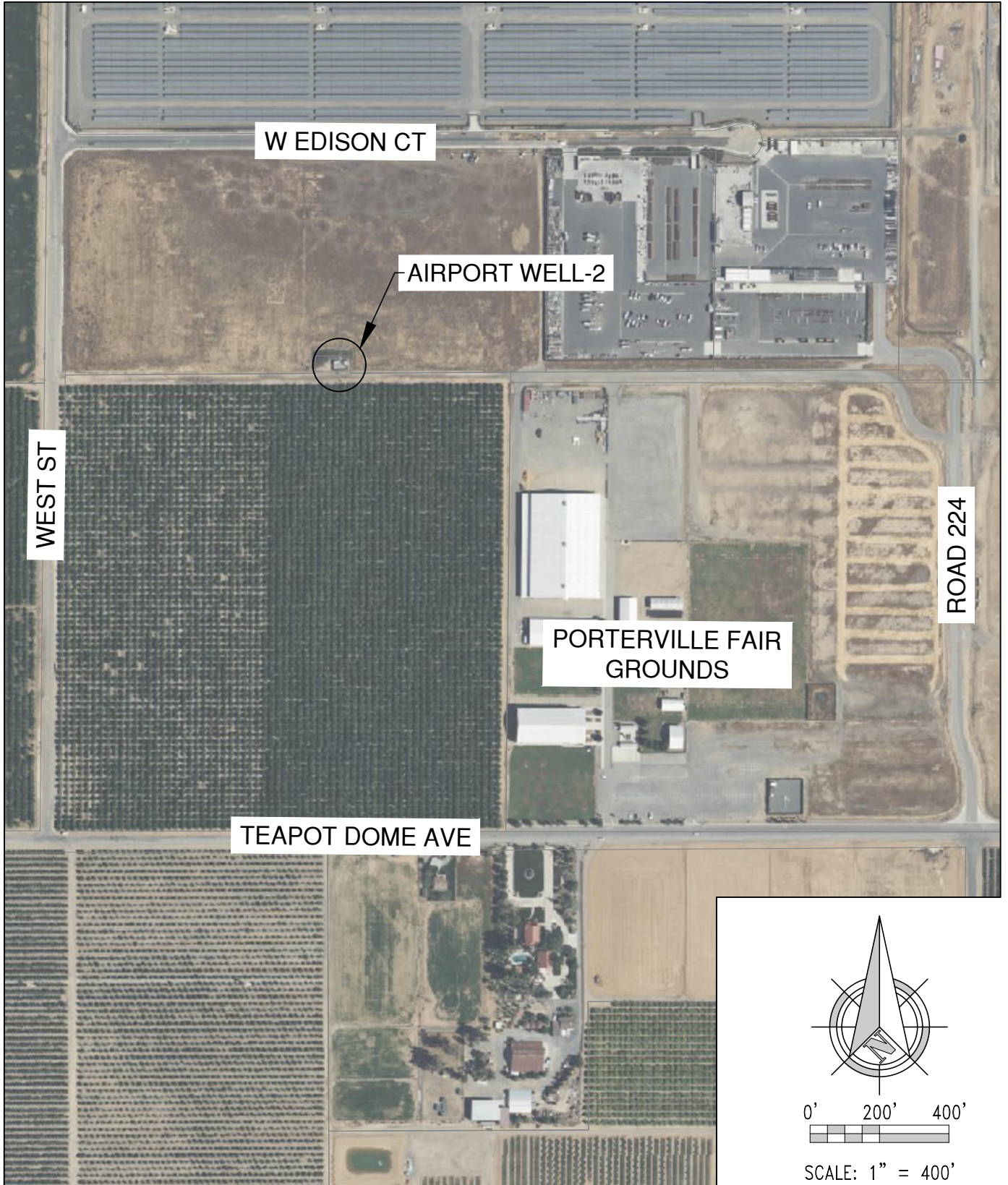
Appropriated/Funded:

Review By:

Department Director:  
Michael Knight, Public Works Director

Final Approver: Patrice Hildreth, City Manager





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

## LOCATOR MAP

|            |           |
|------------|-----------|
| DRAWN BY   | GG        |
| CHECKED BY |           |
| SCALE      | 1" = 400' |
| DATE       | 1/25/2024 |

SHEET  
1  
OF  
1



**Mario Sagredo Electrical Inc.**  
966 Palm St  
Lindsay, CA 93247  
services.mselectrical@gmail.com

## Estimate

**ADDRESS**

City of Porterville

| ESTIMATE # | DATE       |  |
|------------|------------|--|
| 1251       | 01/18/2024 |  |

**JOB NAME**

Airport 2

| DATE | ACTIVITY               | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                   | QTY | RATE      | AMOUNT    |
|------|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------|-----------|
|      | <b>MISC</b>            | MISCELLANEOUS PARTS<br>125HP 480v VFD indoor                                                                                                                                                                                                                                                                                                                                                                  | 1   | 11,366.41 | 11,366.41 |
|      | <b>LABOR W/ HELPER</b> | 1 ELECTRICIAN AND 1 HELPER<br>This estimate is to replace one<br>125HP 480v VFD that has failed at<br>water well AP#2, this price will<br>include the removal of the old<br>obsolete VFD and replace with<br>newer style. This will also include<br>additional wiring, fittings and<br>programming of the new drive to<br>work with the old system. Verify the<br>new drive to work with the scada<br>system. | 1   | 1,225.00  | 1,225.00  |

SUBTOTAL 12,591.41

TAX 1,051.39

**TOTAL \$13,642.80**

Accepted By

Accepted Date

We appreciate your business!  
PLEASE NOTE: New Mailing & Email Address.





Contractor License #422364  
Contractor DIR #1000000899

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES  
SCADA/AUTOMATION • PLC/HMI • ELECTRICAL • CALIBRATION • MAINTENANCE**

January 24, 2024

City of Porterville  
555 N. Prospect Street  
Porterville, CA 93257  
Sent via Email: [jpruitt@ci.porterville.ca.us](mailto:jpruitt@ci.porterville.ca.us)

Attn: Jonathan Pruitt  
Subject: AP2 VFD Replacement  
Reference: 20-41735

Drawings: N/A  
Specifications: N/A

Dear Jonathan,

Telstar Instruments ("Telstar") is pleased to provide a quote for the referenced project to the above identified purchaser ("Customer"). AP2 VFD Replacement.

**By accepting this proposal from Telstar you agree to treat this as confidential information.**

**SCOPE OF SUPPLY / SERVICES**

1. Telstar will provide one (1) Altivar 630, 125 HP VFD.
2. Telstar will remove existing VFD and install new VFD.
3. Telstar will rewire the new VFD the same way as the previous VFD.
4. Telstar will program the new VFD.
5. Start up and testing of new VFDs is included.

**Lump Sum Price for this Scope.....\$14,023.00**

Shipping and Handling for Telstar Supplied Materials IS INCLUDED

Sales Tax IS INCLUDED

This quotation is based on Customer's representation that this IS a prevailing wage project.

**CLARIFICATIONS, EXCEPTIONS, AND EXCLUSIONS**

- a. Material price is valid for seven (7) days from date referenced on this quote (Refer to COVID clause RE: MATERIAL PRICING AND DELIVERY under Terms and Conditions)

1717 Solano Way, Unit 34, **Concord**, CA 94520 Phone 925-671-2888, Fax 925-671-9507  
4017 Vista Park Court, **Sacramento**, CA 95834 Phone 916-646-1999, Fax 916-646-1096  
202 South Douty Street, **Hanford**, CA 93230 Phone 559-584-7116, Fax 559-584-8028



Contractor License #422364  
Contractor DIR #1000000899

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES  
SCADA/AUTOMATION • PLC/HMI • ELECTRICAL • CALIBRATION • MAINTENANCE**

- b. This quotation is based on the inclusion of Telstar's standard Terms and Conditions as part of any purchase order, contract or other agreement.
- c. Telstar's quotation includes only those items listed above. Requests for additions/deletions from our scope will require a change in the quoted price.
- d. Telstar assumes no responsibility for performance, applicability, compatibility, start-up, testing, or acceptance of any equipment not furnished by Telstar under this proposal.
- e. Telstar is supplying only equipment specified and noted above.
- f. Please reference the above stated quote number in all correspondence and purchase orders.

**TERMS AND CONDITIONS**

**Base Terms:** Quotation is valid for 30 days from the date of Telstar's quotation. Payment is due and payable 30 days from date of invoice. If payment is not received by the 30th day, a .05% daily service charge (18-3/4% per annum) will be charged on all accounts past due. In the event of a dispute concerning payment, attorney's fees, court costs and costs of collection will be paid to the prevailing party. The cost for permits and bonding are excluded unless expressly referenced in Telstar's quotation. Our standard insurance applies unless agreed to in writing by Telstar. Telstar's standard one year parts only warranty applies to this quotation. All other warranties, express or implied, or referenced elsewhere in contract documents are excluded, including but not limited to implied warranties of merchantability or fitness for purpose. Unless expressly stated in Telstar's estimate, this quote is based on standard straight time hours and does not include any prevailing wage rates. The price quoted herein is for the labor and materials specifically listed within the body of this quote. Service calls are charged at a 4-hour minimum per person, excluding travel time. Unless expressly stated in the quotation, training, operation and maintenance manuals, and preparation of as built drawings are excluded from Telstar's scope of work.

**Limitation of Liability:** (a) In no event shall Telstar, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of Customer, its officers, directors, members employees or any third parties for any damages. Telstar's liability for any claim whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case exceed twenty-five percent (25%) of the purchase price allocable to the Equipment, part or Services that is the subject of the claim. (b) All causes of action against Telstar Instruments arising out of or relating to this Agreement or the performance or breach hereof shall be deemed barred unless brought within one year from the date of discovery or other accrual. (c) In no event, regardless of cause, shall Telstar Instruments be liable for liquidated damages, offsets or penalties of any kind or to indemnify, defend or hold harmless Customer, its officers, directors, members, employees or any third party, arising from or related to the Equipment and/or Services provided by Telstar.

**Force Majeure:** Telstar shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Customer, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by





Contractor License #422364  
Contractor DIR #1000000899

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES  
SCADA/AUTOMATION • PLC/HMI • ELECTRICAL • CALIBRATION • MAINTENANCE**

period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate Telstar Instruments for such delay.

**Cancellation:** In the event of cancellation by Customer, Customer agrees to fully reimburse and compensate Telstar for all costs associated with this Quotation or subsequent order, including but not limited to engineering, labor, materials, quote and estimating time, and product return fees, plus a ten percent (10%) markup to compensate for disruption in scheduling, planned production, indirect costs and profit. Payment for cancellation shall be due within ten (10) days from the date of submission of charges by Telstar.

**Entire Agreement:** This Quotation constitutes the entire agreement between Telstar and Customer. There are no agreements, understandings, restrictions, warranties, or representations between Telstar and Customer other than those set forth herein or herein provided. This Quotation may only be amended, changed or revised by a written amendment signed by an authorized representative of Telstar. No oral or implied agreements shall be of any force or affect.

**Precedence:** In the event Telstar is issued an authorization for work, Purchase Order, Contract or similar Agreement with conflicting Terms and Conditions than those set forth herein, these Terms and Conditions will take precedence and will supersede any and all other conflicting Terms and Conditions.

**Submittals:** In the event Telstar receives a Notice to Proceed or a written statement to proceed with submittals, Telstar will be entitled to compensation based on percent of completion of submittal cost to Customer. Telstar will prepare only one set of submittals, and any resubmittals shall be subject to an additional charge for engineering time and other costs in preparing re-submittals.

**Prevailing Wages:** Customer must promptly inform Telstar when a project will be registered on the Department of Industrial Relations. Customer must inform Telstar if Certified Payroll Reports are required to be submitted to Customer. If Customer requests Certified Payroll Reports beyond four weeks in arrears, Customer may be charged an administrative processing fee of \$50.00 per week generated for said reports.

**Authorized Signers:** Only the following authorized signers of Telstar have the complete legal authority to bind contractual documents: Robert S. Marston (President/Secretary), John D. Gardiner (Vice President/Treasurer), Tammy Misenhimer (Contract Administrator). If a document is signed by an unauthorized signer, the document will be void and unenforceable.

**Industry Material Pricing and Delivery:** Telstar is unable to hold prices on materials for more than 7 days. Prices for plastic, copper, steel, and other commodities fluctuate daily. Our vendors and manufacturers are experiencing unprecedented delays due to current industry labor shortages, shortage of containers, port congestion, and raw material shortages, that have extended lead times significantly. Telstar reserves the right to amend the delivery date and pricing of materials set forth in this quotation. Telstar considers any of the above related changes imposed by our vendors and manufacturers as outside its reasonable control and subject to Force Majeure provisions.

**Insurance:** Telstar's standard insurance limits will apply.

**Open Shop:** Telstar is an Open Shop contractor and will not be signatory to any unions.

We look forward to working with you on this project. If you have any questions, please contact me at the phone number below.

Sincerely,

Felipe Martinez  
Electrical Engineer / IC&E Specialist  
Telstar Instruments  
(559) 584-7116



1829 Thunderbolt Dr  
 Porterville, Ca 93257  
 O(559) 784-8658  
 F(559) 784-8657  
 Lic.#778452

## Quotation

| Date      | Quote Number |
|-----------|--------------|
| 1/17/2024 | 5071         |

City Of Porterville  
 291 N. Main Street  
 Porterville, CA 93257

| Job Description |                                                                                               | Customer P.O. No. | Terms          | Job Number |  |
|-----------------|-----------------------------------------------------------------------------------------------|-------------------|----------------|------------|--|
| Airport Well #1 |                                                                                               |                   | Due on receipt |            |  |
| Item            | Description                                                                                   | Qty               | Rate           | Total      |  |
| Project Bid     | 1) Remove and Replace existing 125 Hp well VFD with (1) SQD ATV 630 VFD .<br>Program and Test |                   | 0.00           | 0.00       |  |
| Labor           | Electrician                                                                                   |                   | 1,600.00       | 1,600.00   |  |
| Materials       | Misc. wire ,fittings and 125hp VFD                                                            | 1                 | 13,882.84      | 13,882.84T |  |

|                                     |                          |             |
|-------------------------------------|--------------------------|-------------|
| Customer Approval By:<br><br>Title: | <b>Subtotal</b>          | \$15,482.84 |
|                                     | <b>Sales Tax (9.25%)</b> | \$1,284.16  |
|                                     | <b>Total</b>             | \$16,767.00 |

Customer signature constitutes binding contract with Blair Electric for labor and materials quoted above. No work outside originally agreed upon amount will be started without a signed change order detailing exact changes. All changes will be billed separately. Price is valid for 30 days. Time quoted is for regular business hours during regular work week (Mon.-Fri.). Any hours scheduled after 5 p.m. will be 1-1/2 times regular wages. Sunday will be billed at 2 times regular wages. Price of bid will be adjusted to accommodate. Invoices are due and payable net 15 unless otherwise agreed. Late fees will be charged at 18% per annum. If any collection action is necessary to be taken by Blair Electric, Blair Electric shall be entitled to recover collection and attorney fees whether or not action is prosecuted to judgment.

MEDALLION SUPPLY INC  
 MEDALLION SUPPLY, INC.  
 737 NORTH BURKE STREET  
 VISALIA CA 93292  
 TEL: 559 625-0333 FAX: 559 625-3703  
 CONTACT: LARRY CREASON

QUOTE FOR: CITY OF GOVERNMENT ACCOUNTS  
 ACCT #: KW-17661 CITY OF PORTERVILLE

CITY OF PORTERVILLE  
 291 NORTH MAIN ST  
 PORTERVILLE, CA 93257  
 TEL: (559) 782-7456

| QUOTATION      |          |             | PAGE       |
|----------------|----------|-------------|------------|
|                |          |             | 001 OF 001 |
| QUOTE #        | DATE     | REV #       | REV DATE   |
| 1101479        | 01/18/24 | 000         | 01/18/24   |
| QUOTE EXPIRES  |          | PREPARED BY |            |
| 02/17/2024     |          | LC          |            |
| SLS            |          | INSL        |            |
| 7184           |          | 7186        |            |
| FOB            |          | FREIGHT     |            |
| SHIPPING POINT |          | PREPAID     |            |

|           |
|-----------|
| CUS PO #: |
| JOB NAME: |

| LN | QTY | MFR              | CATALOG #   | DESCRIPTION            | PRICE     | UOM | EXT AMT   |
|----|-----|------------------|-------------|------------------------|-----------|-----|-----------|
| 01 | 1   | SQD              | ATV630D90N4 | 125HP 173A 460V TYPE 1 | 13,620.60 | E   | 13,620.60 |
| 02 | *   | 9 IN STOCK TODAY |             |                        |           |     |           |

|        |           |
|--------|-----------|
| MDSE:  | 13,620.60 |
| TAX:   | 1,259.91  |
| TOTAL: | 14,880.51 |

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.





## CITY COUNCIL AGENDA – FEBRUARY 6, 2024

**SUBJECT:** Authorization to Distribute a Request for Proposals for Art Component of Santa Fe Byway Project

**SOURCE:** Community Development

**COMMENT:** The California Department of Transportation (Caltrans) developed the Clean California Local Grant Program through which funds will go to local communities to beautify and improve local streets and roads, tribal lands, parks, pathways, and transit centers. In 2022, the City of Porterville was successful in securing a Clean California grant award in the amount of \$3,601,826 for the Santa Fe Byway Project. The project consists of improvements to 1.3 miles of the Rails to Trails Parkway between Henderson Avenue (to the north) and E Walnut Avenue (to the south), to attract users to the trail and provide a comfortable public space for walking and recreation. The improvements to the trail include: the replacement of dead trees, bollards, and existing fencing on the pedestrian bridge; installation of drought tolerant landscaping, solar lighting, refuse receptacles, playground and outdoor fitness equipment, seating, drinking fountains, a picnic shelter, bicycle repair station, guide fencing, wayfinding signage, trail surface improvements, and a designated park-and-walk; graffiti removal; and community outreach and education campaigns. Additionally, there is an art component of the project that consists of two (2) art installations (sculpture/statue) adjacent to the trail that will be designed, fabricated, and installed by the artists/artist teams/firms.

At this time, staff is seeking authorization to distribute a Request for Proposals for the purpose of selecting qualified artists and artist teams/firms to deliver only the public art component of the Santa Fe Byway Project, as the construction component is currently out to bid.

**RECOMMENDATION:** That City Council authorize staff to distribute a Request for Proposals for the public art component of the Santa Fe Byway Project in the general area on the Rails to Trails Parkway between Henderson Avenue (to the north) and E Walnut Avenue (to the south).

**ATTACHMENTS:** 1. RFP - Public Art Opportunity Santa Fe Byway

**Appropriated/Funded:**

**Review By:**

Department Director:

Item No. 2.

Claudia Calderon, Acting Community Development Director

Final Approver: Patrice Hildreth, City Manager



## **REQUEST FOR PROPOSALS**

**Public Art Opportunity – Santa Fe Byway**  
**January 2024**

**PREPARED BY:**  
**ENGINEERING & PROJECT MANAGEMENT DEPARTMENT**  
**January 2024**



## **I INTRODUCTION AND OBJECTIVES:**

The City of Porterville (hereinafter referred to as "CITY") is requesting statements of proposals (SOPs) from qualified artists and artist teams/firms (hereinafter referred to as Artist for the purpose of designing, fabricating and installing up to two (2) separate art pieces/components along the City's Santa Fe Byway Trail; a project funded by the Clean California Grant. The final design will need to comply with the deliverables of the grant application and final installation would need to be complete by June 30, 2024.

The City art pieces are preferred to be original and keeping with the importance of the history of the area and community. The pieces shall be durable and low-maintenance outdoor public artwork suitable for placement on city-owned property. The City will review the complete SOPs submitted and will award the contract to execute the public art either to two separate Artists with each of them completing one art piece **or** to one Artists to complete both art pieces.

This document identifies the general project scope and procedures for Artist involvement in this process. Responding Artist s must have relevant experience and the ability to provide the requisite professional services.

## **II EXAMINATION OF SOP DOCUMENTS:**

By submitting an SOP, each Artist represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the objectives of CITY.

## **III ADDENDA/CLARIFICATIONS:**

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

## **IV SOP REQUIREMENTS:**

SOPs for this project will be accepted at this office until 4:00 p.m., on Monday, March 11, 2024. Three (3) copies of the SOP shall be submitted in a sealed envelope, plainly marked "Statement of Proposals for Public Art Opportunity – Santa Fe Byway". Cost proposals shall not be submitted until requested by the CITY. SOPs shall be addressed to:

Luisa Zavala, Admin Analyst II  
Community Development Department  
City of Porterville  
291 N. Main Street  
Porterville, CA 93257

The City reserves the right to reject any and all SOPs, which do not meet the requirements of this RFP and/or any portion of the requirements of this project.

**V      PRE-CONTRACTUAL EXPENSES:**

Pre-contractual expenses are defined as expenses incurred by the Artist in:

1) Preparing and reproducing its SOP in response to this RFP; 2) submitting its SOP to CITY; 3) negotiating with CITY any matter related to this RFP and Artist 's SOP; 4) other matters prior to the date of award of a Contract.

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

**VI      EXCEPTIONS/DEVIATIONS:**

Any exceptions to the requirements of this RFP must be included in the Artist's SOP. Such exceptions must be included as a separate element of the SOP entitled "Exceptions and Deviations."

**VII      ARTIST REPRESENTATIVE:**

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

**VIII      LOCAL AGENCY REPRESENTATIVE:**

Sarah Weaver, Project Manager, shall be the Contract Administrator and contact person for all communications with CITY.

**IX      INSURANCE REQUIREMENTS:**

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

- Full liability under Worker's Compensation laws of the State of California
- General comprehensive liability (*bodily injury and property damage*)\*
- Professional liability insurance (*errors and omissions*)\*
- Automotive liability Insurance\*

\*All must provide a combined single limit (CSL) of not less than \$2 million per occurrence.

**X INDEMNIFICATION:**

The Artist 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 Artist and its sub Artist arising out of performance requirements of the Contract.

**XI SUBCONTRACTING:**

Only those Artists identified in the Contract as subcontractors or sub-Artist shall be allowed to perform work for this project. Any amendments to this requirement shall be made in writing by prime Artist 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 Artist shall comply with all federal, state, and local laws, rules, regulations, ordinances, and statutes.

**XIII SOP EVALUATION CRITERIA:**

This RFP does not require a site-specific proposal and, as such, an important component of the selection process will include an initial review by City staff to evaluate the feasibility of artwork from a technical, legal and liability perspective. Evaluation criteria used to select the Artist shall also include, but not be limited to, the following:

- A. Transmittal Letter/Artist info sheet;
- B. Artistic merit and originality (describe in a few paragraphs your interest in the project and preliminary ideas for how you would approach this project:
- C. Experience creating artwork for public spaces, preferred but not required;
- D. If the proposal has technical design parameters, the ability to successfully execute;
- E. Track record working within a timeline and budget;
- F. Availability and ability to work for the term of the project;
- G. Policy in providing Equal Employment Opportunity; and
- H. Artist (s) approach to provide the best product for CITY.

**XIV ARTIST 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 SOPs and rank Artists according to their demonstrated competence and professional qualifications as assessed by their response to this RFP. The top three (3) highest ranked Artist(s) may be invited for oral

interviews with CITY team to determine the top rated Artist. However, in the event one or two proposals are clearly superior to all other proposals, The City of Porterville reserves the right to eliminate the oral interview process and present their recommendation to the City Council based solely on the proposals. The Engineering & Project Management Director shall make a recommendation to the City Council to award a contract to the top rated Artist.

The City Council, at its sole discretion, may choose to accept staff's recommendation, or may choose to award a contract to another consulting Artist, or may choose not to award a contract as this time. The Contract will be a written Service Agreement between the Artist and the City setting forth the scope of work, responsibilities, deliverables, schedule, ownership of work, insurance requirements, compensation, method of payment, and other points. A sample Service Agreement is included in this RFP package. Please indicate on the transmittal letter the Artist's ability to comply with the Service Agreement provisions, including insurance coverage.

Interviews are tentatively scheduled for March 15, 2024. Each participating Artist 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 SOPs. 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 Artist s.

**XVI CONTRACTS/AGREEMENTS:**

The successful Artist shall enter into upcoming Contracts with CITY that are based on the contents of this RFP, the Artist's SOP and cost proposal, and CITY Contract. Where two or more Artists desire to submit a SOP (joint venture), only one Artist shall be listed as prime Artist. All others shall be listed as sub-Artists. The chosen Artist is expected to be presented at the City Council meeting scheduled for Tuesday, March 19, 2024. Issuance of this RFP and receipt of SOPs 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 SOPs received in response to this RFP, and cancel any or all portions of this RFP and resulting Contract.

**XVII COMPENSATION:**

- A. All items of work required for completion of the project/s to result from this RFP shall be paid for following the cost proposal format specified in each task order request. Costs for any and all items not specifically listed, but required to complete the work for

projects (including all exceptions and deviations stated included in Artist's SOP), 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 RFP. Only a change in scope or any significant task addition or increase shall receive consideration for additional compensation.

- B. If the Artist 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 Artist on a fair and equitable basis.
- C. Monthly progress payments will be made to the Artist 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 Artist 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 SOP FORMAT AND CONTENT:**

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

##### **A. Artist Experience:**

1. A brief list of similar projects completed in the last five (5) years, indicate the specific relationship if other than principal artist and defined 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 Artist 's qualifications.

##### **B. Artist/Artist Team:**

Name of prime consulting artist, sub-artists(s), other individuals that would be assigned to the project and their proposed level and areas of responsibility, and their

qualifications/certifications in those areas. The Artist'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 for modified personnel.
2. If sub-Artists are used, names of key personnel for the project, their professional experience, qualifications/certifications, and training, which are applicable to this project, and the scope of services that will be provided by each sub-Artist.
3. The office location from which the Artist (s) shall operate along with telephone and/or cell number of the project manager.

C. SOP Format:

1. SOPs shall contain no more than twenty (20) pages, excluding cover sheet, table of contents, index sheets, and resumes, double-sided, font size no less than 10 pt., and single or double-spaced. Cover letters will be counted as part of the twenty sheets. The City encourages the use of recycled materials.
2. SOPs 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 artist, including name, address, and telephone number of each Artist;
  - e. Prime ARTIST organizational chart, which includes all names and titles of personnel to be used for this project;
  - f. Acknowledgment of receipt of RFP addenda, if any;
  - g. Concise, complete response addressing each of the items, 'a' through 'g', as shown in Section XIII of this document; and
  - h. Exceptions to or deviations from the requirements of this RFP, separating technical exceptions from contractual exceptions. Any alternative approach proposed by the Artist shall be thoroughly explained and shall meet the objectives of CITY.

**CITY OF PORTERVILLE**  
**REQUEST FOR PROPOSALS (RFP) FOR PUBLIC ART OPPORTUNITY – SANTA FE BYWAY**

The City of Porterville (hereinafter referred to as "CITY") is requesting statements of proposals (SOPs) from qualified artists and artist teams/firms (hereinafter referred to as Artist for the purpose of designing, fabricating and installing up to two (2) separate art pieces/components along the City's Santa Fe Byway Trail; a project funded by the Clean California Grant. The final design will need to comply with the deliverables of the grant application and final installation would need to be complete by June 30, 2024.

This document identifies the general project scope and procedures for Artist involvement in this process. Responding Artist must have relevant experience and the ability to provide the requisite professional services.

**SCOPE OF DESIGN SERVICES:**

The consultant will respond directly to the Engineering and Project Management Director or their designee on the project. The selected consultant will perform, but not be limited to the following tasks:

1. Meet with City staff to confirm a draft concept and site prior to finalizing the site-specific concept(s). Once confirmed, the Porterville City Council will review and authorize final design.
  - a. Artist will fabricate and install the artwork(s) within the agreed-upon time frame and budget. The City may choose to hold a ceremony to unveil the public art piece upon installation, which the Artist would be expected to attend.
  - b. Agreed upon pricing shall include all Artist fees, design fees, travel expenses, fabrication cost, insurance costs, site-preparation costs and engineering expenses (if necessary), shipping and transportation, installation, any applicable permit fees, any costs associated with the development of site-specific concept(s), and any other expenses related to the artwork.
  - c. The artwork and all rights to it shall be owned by the City, other than the rights accorded the artist by the Federal Visual Artists' Rights Act and California Art Preservation Act.
2. Coordinate early consultation and ongoing meetings with City staff and staff at other agencies.
3. Prepare the "Drawings of Record" and furnish the City with a digital set for the record.
4. Provide other consulting services as available through the selected firm.



### **DESIRABLE QUALIFICATIONS OF THE ARTIST:**

The City is seeking a qualified Artist to provide plans, specifications, and related documentation for grant funded community art pieces. The desired Artist shall have the following qualifications:

1. Experience designing and creating artwork for public spaces and other experience relevant to this type of project.
2. The Consultant's proven ability to expeditiously and accurately produce and install the required product in a concise and professional manner.
3. The "Artist team" should be comprised of professionals with the requisite expertise to prepare complete artwork for public spaces.
4. The "Artist team" should have a track record working within a time line and budget.

### **LOCAL AGENCY RESPONSIBILITIES:**

The Artist will report to the CITY's Contract Administrator. The Artist shall not proceed with any work until the CITY provides the Notice to Proceed to the Artist.

The CITY's Contract Administrator will directly handle the project management and monitoring of the Artist's work to ensure it is complete, accurate, and consistent with the terms and conditions of the Artist contract. The Contract Administrator and designees will also inspect, review, and discuss project progress, comply with Federal, State and Local policies and regulations, and other requirements to further the prosecution of the contract work with the least delay.

The CITY's Contract Administrator shall be responsible for the following:

- Serve as the CITY's primary contact person for the Artist
- Monitor the Artist's progress and provide direction
- Review billings and determines whether costs billed are reasonable in relation to the work performed during billing period
- Approve the Artist's progress payments
- Identify other CITY personnel for Artist to contact, if needed

All records and documentation produced by the Artist become property of the CITY.

## SERVICE AGREEMENT

**DATE:**

**PARTIES:** City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and (*insert name*), hereinafter referred to as "CONSULTANT".

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

Project Name:

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

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

### **SECTION 1. CONTRACT SERVICES:**

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

### **SECTION 2. PAYMENT:**

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

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

### **SECTION 3. COMPLETION DATE:**

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

### **SECTION 4. FAMILIARITY WITH PROJECT:**

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

### **SECTION 5. INDEPENDENT CONTRACTOR:**

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

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

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

- (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\_\_\_\_\_



## CITY COUNCIL AGENDA – FEBRUARY 6, 2024

**SUBJECT:** Thurman Avenue & Third Street Storm Drain Project

**SOURCE:** Engineering and Project Management

**COMMENT:** The Thurman Avenue and Third Street Storm Drain Project is underway and approximately seventy-five percent (75%) completed. The project includes the construction of approximately 1500 lineal feet of storm drain piping, connection to existing storm drain manholes, construction of new storm drain manholes, trench patching, and related appurtenances. There have been unforeseen circumstances during underground construction that have created change order work beyond the original contract and created significant delays.

The unforeseen circumstances include large amounts of concrete being found in the area of the storm drain installation that had to be cut through as well as materials that would not reach the required compaction values and as such, had to be hauled away and backfilled with new material. Neither of these issues were indicated in the project boring reports for the area. In addition, it was determined that approximately two hundred (200) lineal feet of sewer main had collapsed and the size and breadth of the necessary repairs are beyond the capabilities of our City staff and their equipment. In an effort to expedite the repairs, and limit the amount of times that City staff would have to pump the sewer material from the area, staff requested a quote from the contractor on this project, 99 Pipeline Inc., to complete the sewer repairs in addition to their current contract.

The approved contingency for this project is \$67,671 and the change order work created by the unforeseen circumstances exceeds that amount by \$418,000. The quote for the additional work to remove and replace the two hundred (200) lineal of collapsed sewer line is \$121,000 for a total of \$539,000 in additional funding needed. An appropriation in the amount of \$418,000 from Local Transportation Funds (LTF) and an appropriation in the amount of \$121,000 from Sewer Revolving Fund (SRF) is needed to compete the project.

Staff has found the quotes for the additional work acceptable.

**RECOMMENDATION:** That the City Council:

1. Authorize an appropriation in the amount of \$418,000 from Local Transportation Fund (LTF); and
2. Authorize an appropriation in the amount of \$121,000 from the Sewer Revolving Fund (SRF).

ATTACHMENTS: 1. Locator Map

Appropriated/Funded:

Review By:

Department Director:  
Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager



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

# THURMAN AVENUE AND THIRD STREET STORM DRAIN PROJECT

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



## CITY COUNCIL AGENDA – FEBRUARY 6, 2024

**SUBJECT:** Authorization to Procure Labor and Materials Through an Open Market Process to Complete the City Pool Improvements Project

**SOURCE:** Engineering and Project Management

**COMMENT:** On November 21, 2023, City Council approved the distribution of a Request for Qualifications (RFQ) for the City Pool Improvements Project. Advertisements for the RFQ were published on December 16, 2023, and links were posted and available on the City website and through publicpurchase.com with Statements of Qualifications (SOQs) being accepted until 4:00 pm on January 12, 2024. Staff did not receive any SOQs for this work. The nature and required qualifications for the work make it difficult to obtain formal submittals from contractors. The needed repairs to the City pool include replastering, replacing the tiles, replacing the anti-entrapment pool drain cover, replacing the one-meter diving board/tower and related foundation as needed, repairing the buckets water feature, replacing deck drains and resurfacing the related areas, and replacing the gutters. The needed repairs should be completed as soon as possible to ensure that the pool can operate safely in the seasons to come.

Section 61 of the City Charter allows the City Council to readvertise for bids, or by a four-fifth (4/5) vote of all of its members, determine and declare that the work in question may be more economically or satisfactorily performed by day labor, or the labor or materials purchased at a lower price in the open market, and after the adoption of a resolution to this effect, it may proceed to have the same done in the manner stated without further observance of the foregoing provisions of this section. City staff has prepared such a resolution so that the necessary steps may be taken to complete the proposed work at the City pool in a timely manner.

The adopted Fiscal Year 2023-2024 Capital Improvement Projects list includes \$350,000 from the General Fund Facility Deferred Maintenance Designated Fund for the pool tiles and replastering portion of the project.

**RECOMMENDATION:** That the City Council:

1. Adopt the Resolution Authorizing the Procurement of Bids through an Open Market Process for the City Pool Improvements Project; and
2. Authorize staff to make payments up to 100% upon satisfactory completion of all work.

**ATTACHMENTS:** 1. Draft Resolution



## 2. Locator Map

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager

**RESOLUTION NO. \_\_\_\_\_ - 2024**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE  
AUTHORIZING THE PROCUREMENT OF LABOR AND MATERIALS THROUGH  
AN OPEN MARKET PROCESS FOR THE CITY POOL IMPROVEMENTS PROJECT**

**WHEREAS:** the “City’s” pool is in need of repairs to ensure its safe operation in the seasons to come;

**WHEREAS:** the “City” has attempted to procure bids to design and install the needed improvements through a competitive process as required by Section 61 of the City Charter; and

**WHEREAS:** the “City” did not receive any contractor responses for the needed City pool improvements;

**WHEREAS:** readvertising for bids is not anticipated to generate an improved response from the previous formal process due to the nature of the project; and

**WHEREAS:** Section 61 of the City Charter allows the City Council to declare by a four-fifths (4/5) vote of all its members that the work in question may be more economically or satisfactorily performed by day labor, or the labor or materials purchased at a lower price in the open market and after the adoption of a resolution to this effect it may proceed to have the same done in the manner stated without further observance of the foregoing provisions of this section.

**NOW, THEREFORE, BE IT RESOLVED, ORDERD and FOUND** by the City Council of the City of Porterville, State of California, that City Staff may seek labor and materials through an open market process directly from at least three (3) contractors for the project and shall proceed with contracting to have the work completed. as follows:

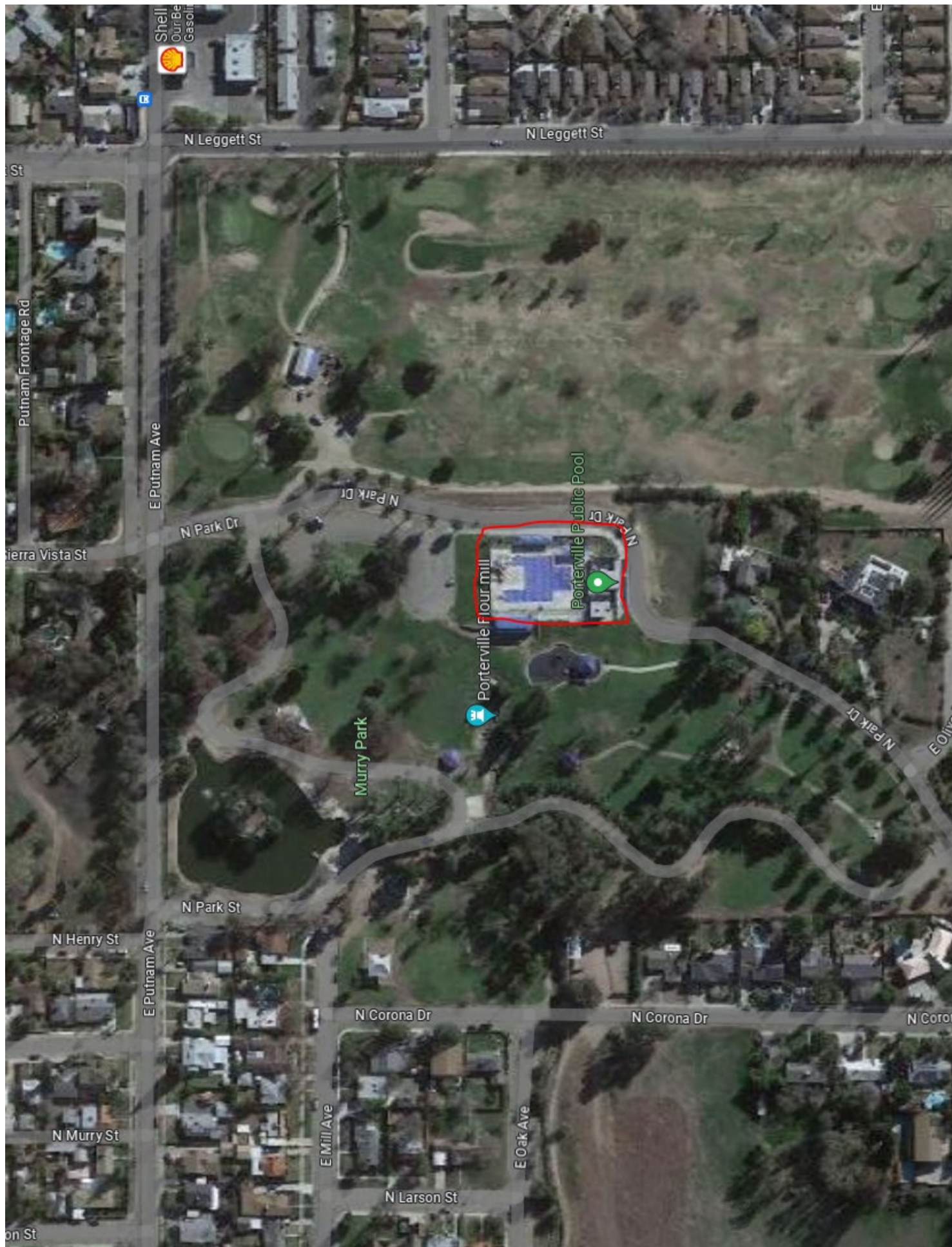
**BE IT FURTHER RESOLVED** that the Mayor of the City of Porterville is hereby authorized to execute those documents as are necessary to implement the provisions hereof.

**PASSED, ADOPTED AND APPROVED** this 6<sup>th</sup> day of February, 2024.

\_\_\_\_\_  
Martha A. Flores, Mayor

ATTEST:  
Patrice Hildreth, City Clerk

\_\_\_\_\_  
By: Fernando Gabriel-Moraga, Acting Chief Deputy City Clerk





## CITY COUNCIL AGENDA – FEBRUARY 6, 2024

**SUBJECT:** Authorization to Use General Fund - Animal Shelter

**SOURCE:** Engineering and Project Management

**COMMENT:** At its meeting on September 6, 2022, the City Council authorized the award of the Animal Shelter Project. Funding sources for the project include the American Rescue Plan Act (ARPA), proceeds from anticipated Land Sale Revenue, Donations, Measure H Funds, Local Transportation Funds (LTF) for the D Street Improvements portion, and Measure R Alternative Transportation (AT) Funds for the dog park portion of the project. The project is nearing completion but in need of adjustments to the funding sources for accounting purposes until such time that the Animal Shelter in Lindsay is vacated, and the property sold, as well as if anticipated donations are received.

Staff respectfully requests that the funding sources of \$500,000 from anticipated Land Sale Revenue and \$1,300,000 in Donations currently allocated be funded by the City's Capital Construction/Improvement Designated Fund with anticipated donations and revenue from the land sale of the Animal Shelter in Lindsay being planned for reimbursement to said fund.

**RECOMMENDATION:** That the City Council approve the draft resolution authorizing an appropriation of \$1,800,000 from the Capital Construction/Improvement Designated Fund to fund the project with the proceeds from the land sale of the Animal Shelter in Lindsay and anticipated donations being planned for reimbursement to said fund.

**ATTACHMENTS:**

1. Draft Resolution
2. Locator Map

**Appropriated/Funded:**

**Review By:**

Department Director:  
Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager

**RESOLUTION NO. \_\_\_\_ - 2024**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE  
AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE GENERAL FUND TO  
FUND THE CONSTRUCTION OF THE ANIMAL SHELTER**

**WHEREAS:** The City of Porterville Municipal Code Section 2-31.4, established the Capital Construction / Improvement Designated Fund for the exclusive purpose of providing funds to support new capital construction and/or improvement projects; and

**WHEREAS:** The construction of the new Animal Shelter will provide a safe and humane service to the displaced animals within the City; and

**WHEREAS:** The City anticipates donations for the completion of the Animal Shelter Project as well revenue from the sale of the existing Animal Shelter in Lindsay;

**NOW, THEREFORE, BE IT RESOLVED:**

1. That the City Council of the City of Porterville make a finding that the completion of the Animal Shelter is necessary and benefits the community, and is within the intent and purpose of the Capital Construction / Improvement Designated Fund;
2. That the City Council of the City of Porterville does hereby approve and authorize the appropriation of \$1,800,000 from the Capital Construction / Improvement Designated Fund for the construction of the Animal Shelter; and
3. That the City Council of the City of Porterville does hereby authorize the replacement of these funds with the anticipated future donations to the Animal Shelter as well as proceeds from the sale of the existing Animal Shelter in Lindsay.

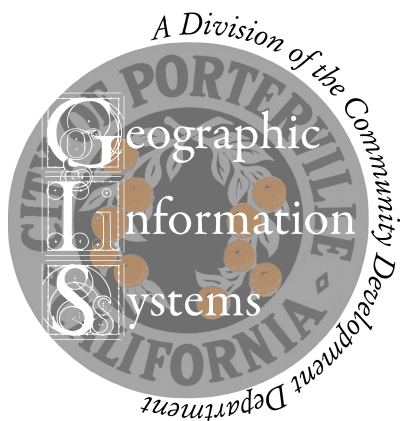
**PASSED, APPROVED and ADOPTED** this 6<sup>th</sup> day of February, 2024.

\_\_\_\_\_  
Martha A. Flores, Mayor

ATTEST:  
Patrice Hildreth, City Clerk

By: \_\_\_\_\_  
Fernando Gabriel-Moraga, Acting Chief Deputy City Clerk





## Porterville Animal Shelter 185 North D Street Project Locator Map



## CITY COUNCIL AGENDA – FEBRUARY 6, 2024

SUBJECT: Financial Status Reports

SOURCE: Finance

COMMENT: The City Charter requires financial status reports to be provided to City Council on a monthly basis. Council Minute Order No. 10-011607 approved the recommended change in submittal of the interim financial status reports and established requirements and parameters in the presentation of the reports.

In accordance with Council Minute Order No. 10-011607, the financial status reports for the quarter ending December 31, 2023, are submitted

RECOMMENDATION: That the City Council accept the Financial Status Reports as presented.

ATTACHMENTS: 1. Quarterly Financial Status Reports as of December 31, 2023

Appropriated/Funded:

Review By:

Department Director:  
Janie Rodriguez, Accountant

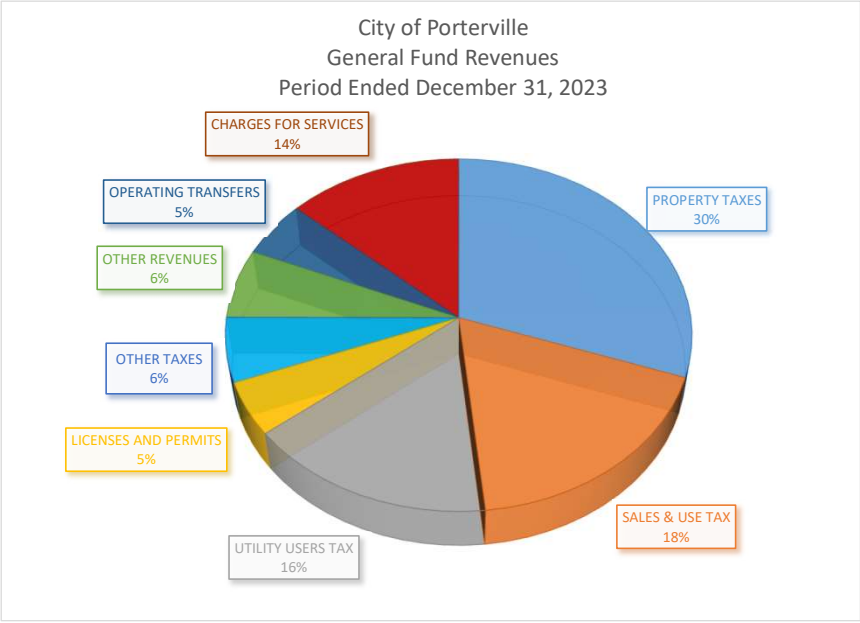
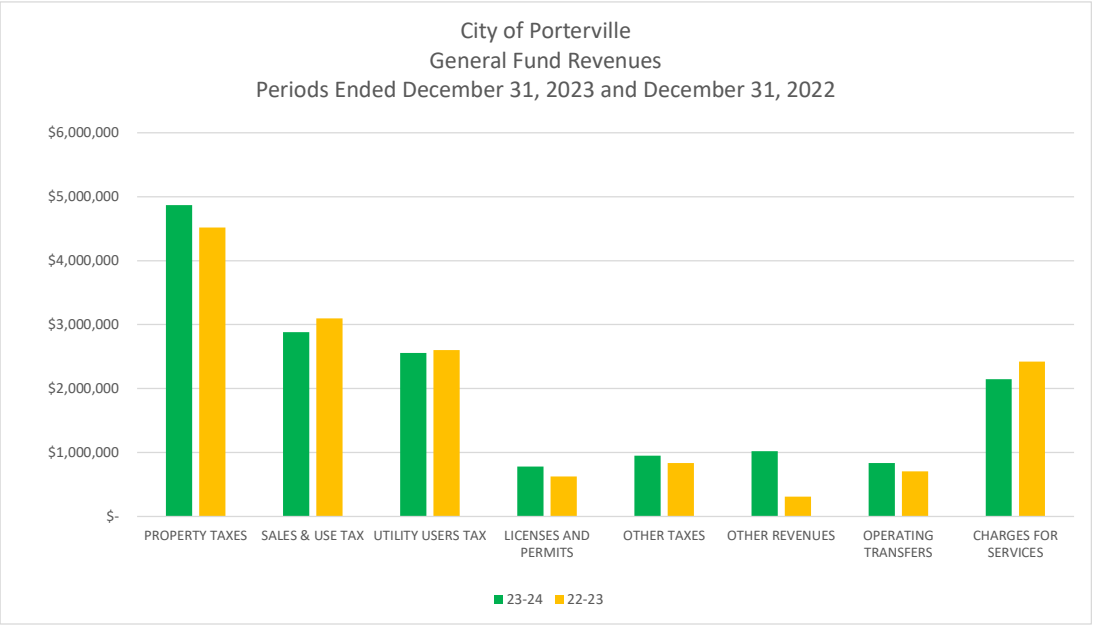
Final Approver: Patrice Hildreth, City Manager

**CITY OF PORTERVILLE**

**REVENUE STATUS REPORT - GENERAL FUND  
FOR THE PERIODS ENDED  
DECEMBER 31, 2023 AND DECEMBER 31, 2022**

| REVENUE SOURCE               | 2023-2024<br>ESTIMATED<br>REVENUE | 2023-2024<br>YEAR-TO-DATE<br>REVENUE | % OF<br>ESTIMATE | 2022-2023<br>ESTIMATED<br>REVENUE | 2022-2023<br>YEAR-TO-DATE<br>REVENUE | % OF<br>ESTIMATE |
|------------------------------|-----------------------------------|--------------------------------------|------------------|-----------------------------------|--------------------------------------|------------------|
| PROPERTY TAXES               | \$ 8,970,000                      | \$ 4,873,529                         | 54.33%           | \$ 8,373,700                      | \$ 4,520,051                         | 53.98%           |
| OTHER TAXES:                 |                                   |                                      |                  |                                   |                                      |                  |
| SALES AND USE TAX            | 8,390,000                         | 2,709,741                            | 32.30%           | 8,361,626                         | 2,913,459                            | 34.84%           |
| UTILITY USERS TAX            | 5,700,000                         | 2,558,711                            | 44.89%           | 4,600,000                         | 2,600,236                            | 56.53%           |
| TRANSIENT OCCUPANCY TAX      | 785,000                           | 210,133                              | 26.77%           | 840,000                           | 237,739                              | 28.30%           |
| PROPERTY TRANSFER TAX        | 100,000                           | 35,728                               | 35.73%           | 120,000                           | 45,867                               | 38.22%           |
| FRANCHISE TAX                | 1,841,134                         | 544,863                              | 29.59%           | 1,661,134                         | 551,337                              | 33.19%           |
| SALES TAX - PUBLIC SAFETY    | 400,000                           | 170,910                              | 42.73%           | 300,000                           | 184,653                              | 61.55%           |
| PAYMENT IN LIEU OF TAXES     | 676,084                           | 156,513                              | 23.15%           | -                                 | -                                    | -                |
| LICENSES AND PERMITS:        |                                   |                                      |                  |                                   |                                      |                  |
| BUSINESS AND OTHER LICENSES  | 1,055,000                         | 432,851                              | 41.03%           | 511,300                           | 313,210                              | 61.26%           |
| CONSTRUCTION PERMITS         | 655,000                           | 344,455                              | 52.59%           | 750,000                           | 307,449                              | 40.99%           |
| REVENUE FROM AGENCIES-TAXES: |                                   |                                      |                  |                                   |                                      |                  |
| VEHICLE LICENSE FEES         | 65,000                            | -                                    | -                | 68,000                            | -                                    | -                |
| OTHER TAXES                  | 21,000                            | -                                    | -                | 22,000                            | -                                    | -                |
| REVENUE FROM AGENCIES-GRANTS | 13,646,311                        | 44,825                               | 0.33%            | 167,538                           | 50,963                               | 30.42%           |
| USE OF MONEY AND PROPERTY    | 622,920                           | 568,062                              | 91.19%           | 304,000                           | 193,372                              | 63.61%           |
| FINES AND FORFEITURES        | 24,500                            | 9,037                                | 36.89%           | 32,500                            | 13,113                               | 40.35%           |
| CHARGES FOR SERVICES:        |                                   |                                      |                  |                                   |                                      |                  |
| PLANNING AND ENGINEERING     | 123,000                           | 47,642                               | 38.73%           | 123,000                           | 66,215                               | 53.83%           |
| POLICE                       | 505,000                           | 253,779                              | 50.25%           | 351,500                           | 123,759                              | 35.21%           |
| FIRE                         | 66,500                            | 134,483                              | 202.23%          | 40,500                            | 60,203                               | 148.65%          |
| LIBRARY                      | 12,000                            | 9,619                                | 80.16%           | 10,000                            | 5,901                                | 59.01%           |
| RECREATIONAL                 | 300,521                           | 273,766                              | 91.10%           | 3,098,755                         | 695,387                              | 22.44%           |
| INTERDEPARTMENTAL            | 2,500,000                         | 1,391,341                            | 55.65%           | 2,600,000                         | 1,434,762                            | 55.18%           |
| OTHER                        | 77,454                            | 37,262                               | 48.11%           | 48,636                            | 36,320                               | 74.68%           |
| OTHER REVENUES               | 153,000                           | 395,797                              | 258.69%          | 71,000                            | 47,204                               | 66.48%           |
| <b>SUBTOTALS</b>             | <b>\$ 46,689,424</b>              | <b>\$ 15,203,048</b>                 | <b>32.56%</b>    | <b>\$ 32,455,189</b>              | <b>\$ 14,401,199</b>                 | <b>44.37%</b>    |
| OPERATING TRANSFERS          | 1,404,053                         | 638,677                              | 45.49%           | 1,502,140                         | 549,264                              | 36.57%           |
| DEBT SERVICE TRANSFERS       | 195,300                           | 99,026                               | 50.70%           | 269,264                           | 152,731                              | 56.72%           |
| <b>TOTALS</b>                | <b>\$ 48,288,777</b>              | <b>\$ 15,940,750</b>                 | <b>33.01%</b>    | <b>\$ 34,226,593</b>              | <b>\$ 15,103,193</b>                 | <b>44.13%</b>    |



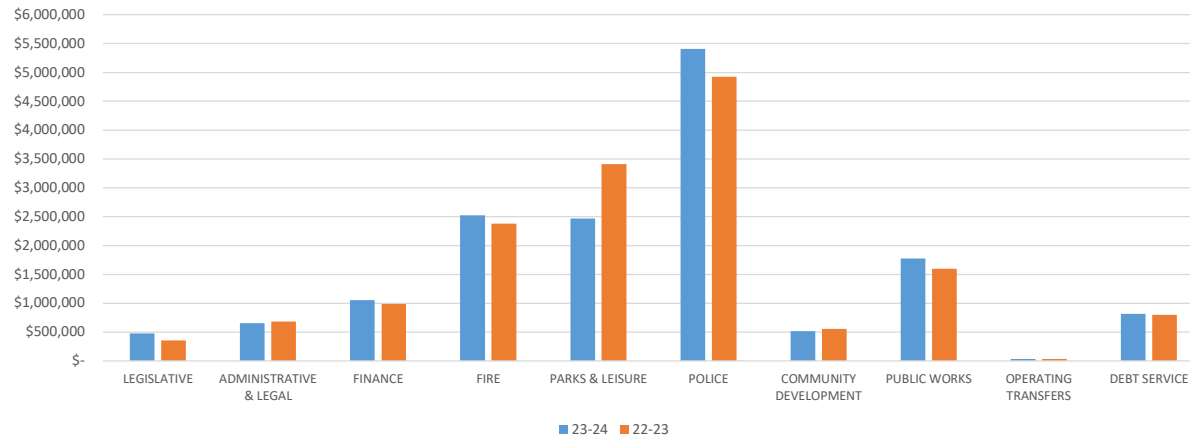


**CITY OF PORTERVILLE**

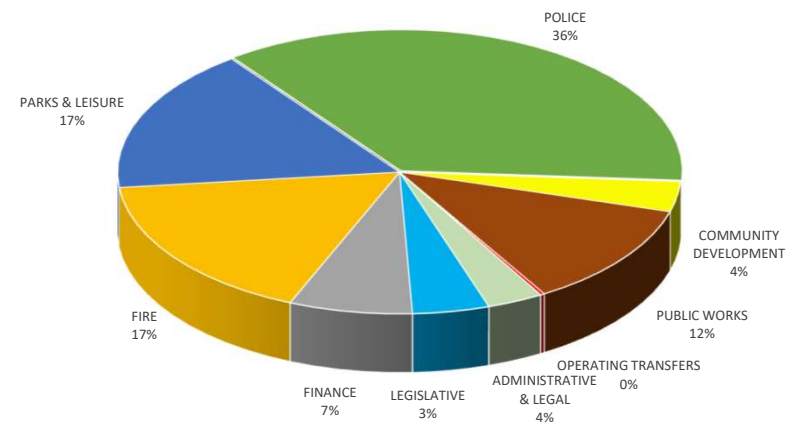
**EXPENDITURE STATUS REPORT - GENERAL FUND  
FOR THE PERIODS ENDED  
December 31, 2023 AND DECEMBER 30, 2022**

|                                 | 2023-2024<br>AMENDED<br>APPROP | 2023-2024<br>YEAR-TO-DATE<br>EXPEND | % OF<br>APPROP | 2022-2023<br>AMENDED<br>APPROP | 2022-2023<br>YEAR-TO-DATE<br>EXPEND | % OF<br>APPROP |
|---------------------------------|--------------------------------|-------------------------------------|----------------|--------------------------------|-------------------------------------|----------------|
| LEGISLATIVE:                    |                                |                                     |                |                                |                                     |                |
| CITY COUNCIL                    | \$ 288,950                     | \$ 55,156                           | 19.1%          | \$ 222,917                     | \$ 130,138                          | 58.4%          |
| COMMUNITY PROMOTION             | 344,333                        | 192,360                             | 55.9%          | 330,952                        | 126,914                             | 38.3%          |
| EMERGENCY - LIBRARY             | 272,900                        | 83,877                              | 30.7%          | 336,105                        | 98,334                              | 29.3%          |
| EMERGENCY - STORMS              | 135,700                        | 147,992                             | 109.1%         | -                              | -                                   | -              |
| ADMINISTRATIVE & LEGAL:         |                                |                                     |                |                                |                                     |                |
| CITY MANAGER                    | 487,770                        | 256,114                             | 52.5%          | 398,209                        | 228,080                             | 57.3%          |
| CITY CLERK                      | 328,130                        | 157,316                             | 47.9%          | 243,704                        | 159,023                             | 65.3%          |
| HUMAN RESOURCES                 | 458,284                        | 207,987                             | 45.4%          | 435,747                        | 251,745                             | 57.8%          |
| CITY ATTORNEY                   | 200,000                        | 33,552                              | 16.8%          | 225,000                        | 45,140                              | 20.1%          |
| FINANCE:                        |                                |                                     |                |                                |                                     |                |
| FINANCE & ACCOUNTING            | 1,340,386                      | 588,246                             | 43.9%          | 1,194,568                      | 520,085                             | 43.5%          |
| INFORMATION SERVICES            | 678,928                        | 294,203                             | 43.3%          | 683,476                        | 313,587                             | 45.9%          |
| ADMINISTRATIVE SERVICES         | 376,694                        | 170,921                             | 45.4%          | 323,154                        | 156,922                             | 48.6%          |
| POLICE PROTECTION               | 12,166,426                     | 5,405,411                           | 44.4%          | 10,958,716                     | 4,925,039                           | 44.9%          |
| FIRE PROTECTION                 | 5,035,134                      | 2,523,963                           | 50.1%          | 4,661,381                      | 2,382,470                           | 51.1%          |
| COMMUNITY DEVELOPMENT:          |                                |                                     |                |                                |                                     |                |
| PLANNING & ZONING               | 808,063                        | 307,118                             | 38.0%          | 742,784                        | 332,074                             | 44.7%          |
| ECONOMIC DEVELOPMENT            | 528,208                        | 208,151                             | 39.4%          | 493,042                        | 223,897                             | 45.4%          |
| PUBLIC WORKS:                   |                                |                                     |                |                                |                                     |                |
| ENGINEERING & BUILDING          | 1,985,770                      | 982,530                             | 49.5%          | 1,687,371                      | 843,645                             | 50.0%          |
| STREET MAINTENANCE              | 665,102                        | 305,708                             | 46.0%          | 546,410                        | 292,235                             | 53.5%          |
| SIGNALS, SIGNING & STRIPING     | 391,661                        | 122,017                             | 31.2%          | 301,459                        | 175,427                             | 58.2%          |
| STREET LIGHTING                 | 637,951                        | 292,827                             | 45.9%          | 539,518                        | 222,761                             | 41.3%          |
| STORM DRAINS                    | 95,474                         | 41,341                              | 43.3%          | 92,585                         | 32,978                              | 35.6%          |
| PARKING LOTS                    | 86,951                         | 33,124                              | 38.1%          | 68,209                         | 34,441                              | 50.5%          |
| PARKS & LEISURE:                |                                |                                     |                |                                |                                     |                |
| PARK MAINTENANCE & OPERATION    | 2,789,869                      | 1,359,717                           | 48.7%          | 2,624,504                      | 1,392,251                           | 53.0%          |
| STREET TREES & PARKWAYS         | 304,479                        | 97,752                              | 32.1%          | 234,169                        | 120,649                             | 51.5%          |
| COMMUNITY CENTERS               | -                              | -                                   | -              | 96,217                         | 1,356                               | 1.4%           |
| LEISURE SERVICES                | 440,937                        | 183,171                             | 41.5%          | 392,434                        | 210,593                             | 53.7%          |
| LEISURE SERVICES - SPECIAL PROG | 449,336                        | 340,470                             | 75.8%          | 2,953,842                      | 1,216,446                           | 41.2%          |
| SWIMMING POOL                   | 258,832                        | 140,795                             | 54.4%          | 173,950                        | 130,617                             | 75.1%          |
| LIBRARY OPERATIONS              | 873,445                        | 338,297                             | 38.7%          | 825,889                        | 323,031                             | 39.1%          |
| SPECIAL PROJECTS                | 37,955                         | 9,780                               | 25.8%          | 36,506                         | 19,093                              | 52.3%          |
| <br>SUB TOTALS                  | <br>32,467,668                 | <br>14,879,896                      | <br>45.8%      | <br>31,822,818                 | <br>14,908,970                      | <br>46.8%      |
| <br>OPERATING TRANSFERS         | <br>79,000                     | <br>34,500                          | <br>43.7%      | <br>79,000                     | <br>34,500                          | <br>43.7%      |
| DEBT SERVICE                    | 1,626,622                      | 817,314                             | 50.2%          | 1,596,469                      | 802,033                             | 50.2%          |
|                                 | <u>\$ 34,173,290</u>           | <u>\$ 15,731,710</u>                | 46.0%          | <u>\$ 33,498,287</u>           | <u>\$ 15,745,503</u>                | 47.0%          |

City of Porterville  
General Fund Expenditures  
Periods Ended December 31, 2023 and December 31, 2022



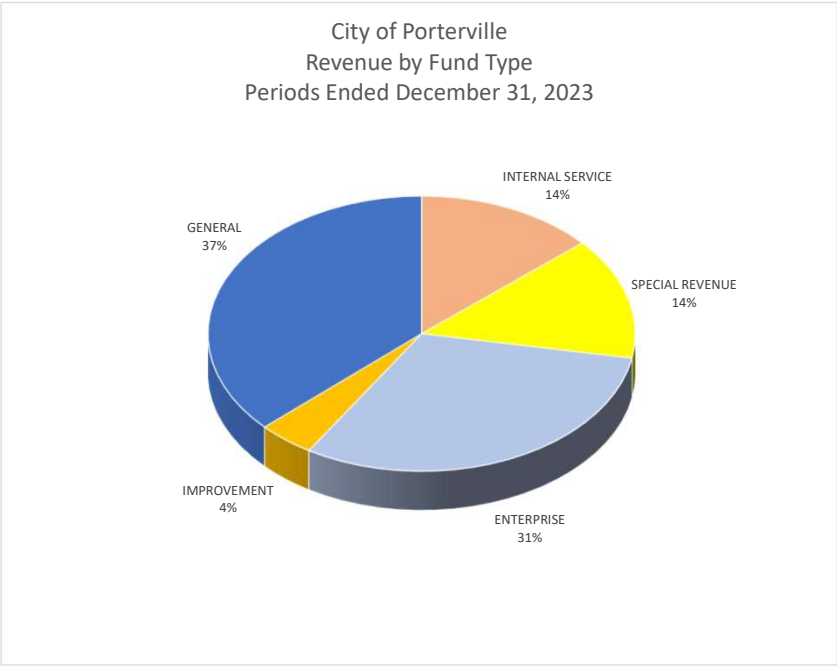
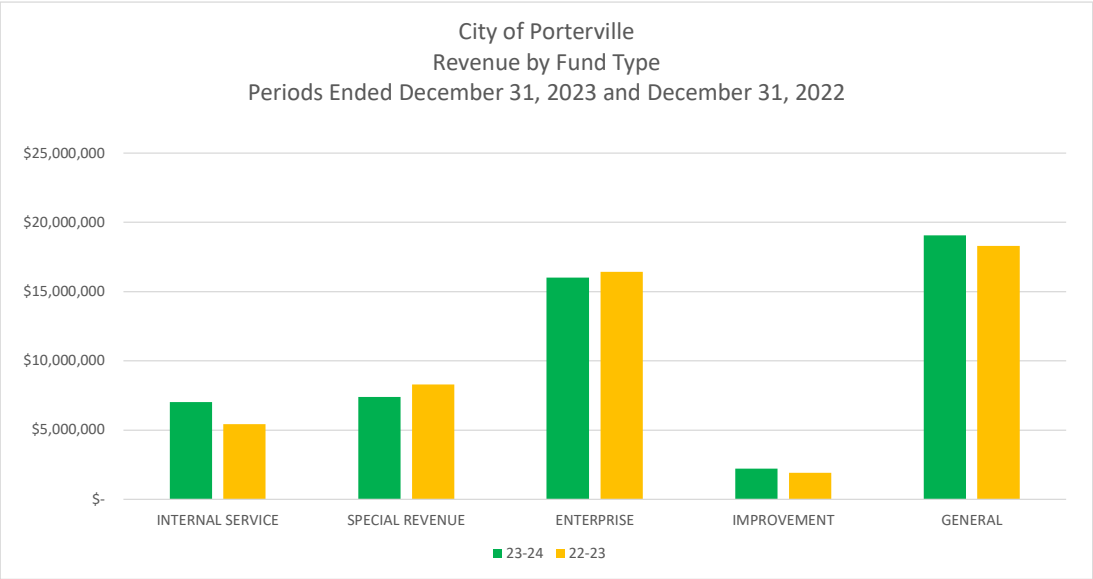
City of Porterville  
General Fund Expenditures  
Period Ended December 31, 2023



**CITY OF PORTERVILLE**

**REVENUE STATUS REPORT - ALL OTHER FUNDS  
FOR THE PERIODS ENDED  
DECEMBER 31, 2023 AND DECEMBER 31, 2022**

| REVENUE SOURCE                    | 2023-2024<br>ESTIMATED<br>REVENUE | 2023-2024<br>YEAR-TO-DATE<br>REVENUE | % OF<br>ESTIMATE | 2022-2023<br>ESTIMATED<br>REVENUE | 2022-2023<br>YEAR-TO-DATE<br>REVENUE | % OF<br>ESTIMATE |
|-----------------------------------|-----------------------------------|--------------------------------------|------------------|-----------------------------------|--------------------------------------|------------------|
| MEASURE H SALES TAX               | \$ 5,485,500                      | \$ 1,896,308                         | 34.6%            | \$ 5,460,597                      | \$ 1,939,000                         | 35.5%            |
| MEASURE I SALES TAX               | 10,974,000                        | 3,870,701                            | 35.3%            | 10,741,776                        | 3,898,214                            | 36.3%            |
| AMERICAN RESCUE PLAN ACT          | 8,308,913                         | 1,519,433                            | 18.3%            | 11,113,000                        | 2,609,831                            | 23.5%            |
| SPECIAL GAS TAX                   | 4,704,338                         | 2,173,320                            | 46.2%            | 4,757,438                         | 1,949,214                            | 41.0%            |
| LOCAL TRANSPORTATION FUNDS (LTF)  | 27,290,500                        | 901,904                              | 3.3%             | 32,849,952                        | 798,995                              | 2.4%             |
| TRAFFIC SAFETY FUND               | 101,000                           | 40,143                               | 39.7%            | 100,200                           | (14,907)                             | -                |
| ZALUD ESTATE                      | 6,800                             | 1,751                                | 25.8%            | 5,650                             | 3,885                                | 68.8%            |
| COMMUNITY DEVELOPMENT BLOCK GRANT | 3,170,500                         | 61,287                               | 1.9%             | 1,851,488                         | 271,005                              | 14.6%            |
| SPECIAL SAFETY GRANTS             | 906,071                           | 395,786                              | -                | 781,539                           | 302,269                              | 38.7%            |
| SEWER OPERATING                   | 7,444,900                         | 3,861,457                            | 51.9%            | 7,378,925                         | 4,109,206                            | 55.7%            |
| REFUSE REMOVAL                    | 6,991,600                         | 3,504,904                            | 50.1%            | 6,636,466                         | 3,417,693                            | 51.5%            |
| AIRPORT OPERATIONS                | 1,708,810                         | 964,380                              | 56.4%            | 2,081,500                         | 875,131                              | 42.0%            |
| GOLF COURSE                       | 250,600                           | 169,500                              | 67.6%            | 220,900                           | 118,538                              | 53.7%            |
| WATER OPERATING                   | 13,645,000                        | 7,516,750                            | 55.1%            | 13,246,005                        | 7,897,882                            | 59.6%            |
| RISK MANAGEMENT                   | 9,159,250                         | 4,517,487                            | 49.3%            | 7,533,016                         | 3,942,630                            | 52.3%            |
| EQUIPMENT MAINTENANCE             | 4,739,200                         | 2,490,977                            | 52.6%            | 3,854,200                         | 1,494,421                            | 38.8%            |
| LANDSCAPE MAINTENANCE DISTRICT    | 177,000                           | 94,794                               | -                | 132,682                           | 71,650                               | -                |
| WATER REPLACEMENT                 | 4,012,000                         | 767,733                              | 19.1%            | 4,540,000                         | 544,471                              | 12.0%            |
| SOLID WASTE RESERVE               | 961,168                           | 521,113                              | 54.2%            | 953,070                           | 465,865                              | 48.9%            |
| SEWER REVOLVING                   | 433,000                           | 313,047                              | 72.3%            | 447,898                           | 260,232                              | 58.1%            |
| TRANSPORTATION DEVELOPMENT        | 210,000                           | 105,999                              | 50.5%            | 295,000                           | 132,166                              | 44.8%            |
| PARK DEVELOPMENT                  | 50,100                            | 25,093                               | 50.1%            | 1,805,100                         | 79,315                               | 4.4%             |
| TREATMENT PLANT RESERVE           | 1,010,870                         | 613,965                              | 60.7%            | 992,240                           | 657,051                              | 66.2%            |
| STORM DRAIN DEVELOPMENT           | 230,000                           | 179,864                              | 78.2%            | 320,000                           | 158,104                              | 49.4%            |
| BUILDING CONSTRUCTION             | 2,000                             | 2,467                                | 123.4%           | 1,000                             | 1,248                                | 124.8%           |
| <b>TOTALS</b>                     | <b>\$ 111,973,120</b>             | <b>\$ 36,510,163</b>                 | <b>32.6%</b>     | <b>\$ 118,099,642</b>             | <b>\$ 35,983,109</b>                 |                  |



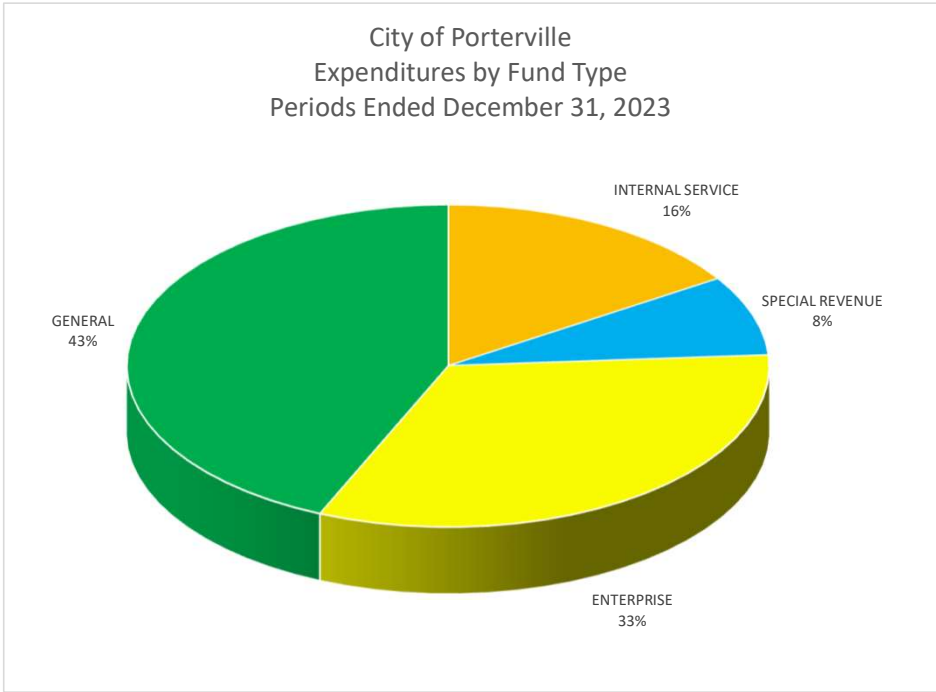
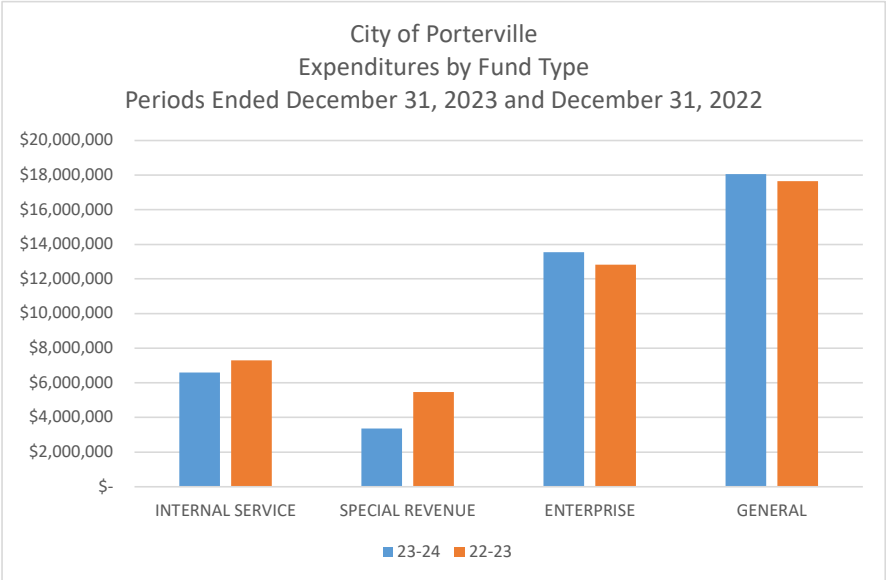
**CITY OF PORTERVILLE**

**EXPENDITURE STATUS REPORT - ALL OTHER FUNDS**

**FOR THE PERIODS ENDED**

**December 31, 2023 AND DECEMBER 30, 2022**

|                                   | 2023-2024<br>AMENDED<br>APPROP | 2023-2024<br>YEAR-TO-DATE<br>EXPEND | % OF<br>APPROP | 2022-2023<br>AMENDED<br>APPROP | 2022-2023<br>YEAR-TO-DATE<br>EXPEND | % OF<br>ACTUAL |
|-----------------------------------|--------------------------------|-------------------------------------|----------------|--------------------------------|-------------------------------------|----------------|
| MEASURE H SALES TAX               | \$ 4,972,164                   | \$ 2,304,124                        | 46.3%          | \$ 4,457,666                   | \$ 2,348,517                        | 52.7%          |
| MEASURE I SALES TAX               | 8,353,246                      | 3,175,236                           | 38.0%          | 5,881,050                      | 2,741,919                           | 46.6%          |
| AMERICAN RESCUE PLAN ACT          | 996,454                        | 371,573                             | 37.3%          | 2,866,987                      | 2,622,641                           | 91.5%          |
| ZALUD ESTATE                      | 39,480                         | 18,748                              | 47.5%          | 31,855                         | 16,925                              | 53.1%          |
| COMMUNITY DEVELOPMENT BLOCK GRANT | 451,464                        | 81,669                              | 18.1%          | 190,459                        | 123,386                             | 64.8%          |
| SPECIAL SAFETY GRANTS             | 1,039,625                      | 491,097                             | 47.2%          | 793,549                        | 297,260                             | 37.5%          |
| SEWER OPERATING                   | 6,299,829                      | 3,138,747                           | 49.8%          | 6,820,260                      | 3,098,565                           | 45.4%          |
| REFUSE REMOVAL                    | 7,427,270                      | 3,488,662                           | 47.0%          | 6,999,034                      | 3,428,221                           | 49.0%          |
| AIRPORT                           | 1,604,969                      | 775,824                             | 48.3%          | 1,767,875                      | 716,876                             | 40.6%          |
| GOLF COURSE                       | 562,003                        | 303,017                             | 53.9%          | 500,496                        | 288,297                             | 57.6%          |
| WATER OPERATING                   | 12,284,741                     | 5,817,683                           | 47.4%          | 9,454,882                      | 5,270,474                           | 55.7%          |
| RISK MANAGEMENT                   | 9,665,230                      | 4,503,034                           | 46.6%          | 9,340,626                      | 5,195,468                           | 55.6%          |
| EQUIPMENT MAINTENANCE             | 4,751,272                      | 2,094,473                           | 44.1%          | 3,802,800                      | 2,093,074                           | 55.0%          |
| LANDSCAPE MAINTENANCE DISTRICT    | 239,870                        | 94,712                              | 39.5%          | 222,738                        | 83,504                              | 37.5%          |
| TOTALS                            | <u>\$ 58,687,617</u>           | <u>\$ 26,658,599</u>                | 45.4%          | <u>\$ 53,130,277</u>           | <u>\$ 28,325,127</u>                | 53.3%          |





**CITY OF PORTERVILLE**  
**INTERIM PERFORMANCE REPORT - MEASURE H**  
**For the Periods Ended December 31, 2023 and December 31, 2022**

|                                    | <u>FY 2023-24</u>          | <u>FY 2022-23</u>          |
|------------------------------------|----------------------------|----------------------------|
| REVENUES                           |                            |                            |
| Sales Tax - Measure H              | \$ 1,770,620               | 1,910,123                  |
| Interest                           | 56,971                     | 24,525                     |
| Police Services                    | 1,672                      | 1,952                      |
| Police Cost Recoveries             | 67,045                     | -                          |
| Contributions                      | -                          | 2,400                      |
| TOTAL REVENUES                     | <u>1,896,308</u>           | <u>1,939,000</u>           |
| EXPENDITURES                       |                            |                            |
| Police Department                  | 913,212                    | 966,089                    |
| Fire Department                    | 996,271                    | 1,068,793                  |
| Public Safety Station              | 120,524                    | 97,256                     |
| Library & Literacy                 | 274,116                    | 216,379                    |
| TOTAL EXPENDITURES                 | <u>2,304,123</u>           | <u>2,348,517</u>           |
| CAPITAL PROJECTS                   |                            |                            |
| Animal Shelter                     | -                          | 17,103                     |
| Fire Department Classroom/Training | 110,168                    |                            |
| TOTAL CAPITAL PROJECTS             | <u>110,168</u>             | <u>17,103</u>              |
| REVENUE OVER/(UNDER) EXPENDITURES  | \$ <u><u>(517,983)</u></u> | \$ <u><u>(426,620)</u></u> |

**CITY OF PORTERVILLE**  
**INTERIM PERFORMANCE REPORT - MEASURE I**  
**For the Periods Ended December 31, 2023 and December 31, 2022**

|                                               | <u>FY 2023-24</u>  | <u>FY 2022-23</u> |
|-----------------------------------------------|--------------------|-------------------|
| <b>REVENUES</b>                               |                    |                   |
| Sales Tax - Measure I                         | \$ 3,543,960       | \$ 3,787,620      |
| Sales Tax - Measure R                         | 57,204             | -                 |
| Interest                                      | 268,744            | 110,388           |
| Police Services                               | 793                | 206               |
| <b>TOTAL REVENUES</b>                         | <u>3,870,701</u>   | <u>3,898,214</u>  |
| <b>EXPENDITURES</b>                           |                    |                   |
| Police Department                             | 1,990,521          | 1,658,084         |
| Fire Department                               | 1,123,326          | 1,037,532         |
| Streets Program                               | 40,022             | 45,882            |
| Litter Abatement Program                      | 21,367             | 421               |
| <b>TOTAL EXPENDITURES</b>                     | <u>3,175,236</u>   | <u>2,741,919</u>  |
| <b>CAPITAL PROJECTS</b>                       |                    |                   |
| AC Pavement Repair/Overlay                    | 185,549            | 748,789           |
| Fire Dept Classroom/Training                  | -                  | 20,434            |
| Fire Dept Training Grounds Dev                | 414,530            | -                 |
| Fire Station Remodel/Additions                | 131,601            | 139,571           |
| Grand Ave Connection between 4th and Henrahan | -                  | 19,450            |
| Medians Restoration Project                   | -                  | 1,574             |
| Montgomery Ave Reconstruction - Jaye to H     | -                  | 1,283             |
| Morton Ave Reconstruction                     | 44,822             | -                 |
| Pavement Management Program                   | -                  | 2,788             |
| PD Evidence Storage Facilities                | -                  | 35,260            |
| Union - Indiana to Jaye                       | -                  | 8,375             |
| Villa St Reconstruction - Olive to Henderson  | 17,990             | 13,061            |
| <b>TOTAL CAPITAL PROJECTS</b>                 | <u>794,493</u>     | <u>990,585</u>    |
| <b>REVENUE OVER/(UNDER) EXPENDITURES</b>      | <u>\$ (99,028)</u> | <u>\$ 165,710</u> |

**CITY OF PORTERVILLE**  
**INTERIM PERFORMANCE REPORT - ENTERPRISE FUNDS**  
**For the Periods Ended December 31, 2023 and December 31, 2022**

| <u>FUND</u>     | <u>REVENUES</u> | <u>EXPENSES</u> | <u>12/31/2023<br/>NET OPERATING<br/>PROFIT (LOSS)</u> | <u>12/31/2022<br/>NET OPERATING<br/>PROFIT (LOSS)</u> |
|-----------------|-----------------|-----------------|-------------------------------------------------------|-------------------------------------------------------|
| Zalud Estate    | \$ 1,751        | \$ (18,748)     | \$ (16,997)                                           | \$ 13,040                                             |
| Sewer Operating | \$ 3,861,457    | \$ (3,138,747)  | \$ 722,710                                            | \$ 1,010,641                                          |
| Solid Waste     | \$ 3,504,904    | \$ (3,488,662)  | \$ 16,242                                             | \$ (10,528)                                           |
| Airport         | \$ 964,380      | \$ (775,824)    | \$ 188,556                                            | \$ 158,255                                            |
| Golf            | \$ 169,500      | \$ (303,017)    | \$ (133,517)                                          | \$ (169,759)                                          |
| Water Operating | \$ 7,516,750    | \$ (5,817,683)  | \$ 1,699,067                                          | \$ 2,627,408                                          |



## CITY COUNCIL AGENDA – FEBRUARY 6, 2024

SUBJECT: Quarterly Investment Portfolio

SOURCE: Finance

COMMENT: This report reflects the investment portfolio of the City as of December 31, 2023, and is in compliance with California Government Code Section 27000, etc., Section 53600, etc., and the City of Porterville's Statement of Investment Policy. Investments are selected based on the statutory objectives of safety, liquidity and yield.

Items identified in the summary include portfolio composition, weighted average rate of earnings, weighted average days to maturity, and the percentage of liquid holdings.

RECOMMENDATION: That the City Council accept the quarterly Investment Portfolio Summary Report.

ATTACHMENTS: 1. Investment Portfolio Summary - December 31, 2023

Appropriated/Funded:

Review By:

Department Director:  
Janie Rodriguez, Accountant

Final Approver: Patrice Hildreth, City Manager

**CITY OF PORTERVILLE**  
**PORTFOLIO SUMMARY AS OF DECEMBER 31, 2023**

| INVESTMENT<br>OR CUSIP<br>NUMBER | INSTITUTION                      | PURCHASE<br>PRICE | MARKET<br>VALUE | COUPON<br>INTEREST<br>RATE | PURCHASE<br>DATE | MATURITY<br>DATE | DAYS TO<br>MATURITY |
|----------------------------------|----------------------------------|-------------------|-----------------|----------------------------|------------------|------------------|---------------------|
| 1006                             | LOCAL AGENCY INVESTMENT FUND     | \$ 9,113,082      | \$ 9,113,082    | 4.000%                     | DAILY            | DAILY            | 1                   |
| 1104                             | CSJVRMA INVESTMENT FUND          | 7,424,514         | 7,334,105       | 2.010%                     | DAILY            | DAILY            | 30                  |
| 866                              | TULARE COUNTY INVESTMENT POOL    | 9,997,248         | 9,997,248       | 3.230%                     | DAILY            | DAILY            | 30                  |
| CA-01-0026                       | CALIFORNIA CLASS                 | 18,772,768        | 18,772,768      | 5.542%                     | DAILY            | DAILY            | 1                   |
|                                  | CORNERSTONE MAIN PARTNERS, L.P.  | 2,778,511         | 2,778,511       | 2.400%                     | 12/12/2018       | 11/30/2038       | 5,448               |
| 3130AUGP3                        | FEDERAL HOME LOAN BANKS, STEPUP  | 1,000,000         | 998,220         | 5.250%                     | 1/26/2023        | 7/26/2024        | 208                 |
| 3134GXF74                        | FEDERAL HOME LOAN MORTGAGE COF   | 1,000,000         | 991,590         | 3.625%                     | 7/26/2022        | 7/26/2024        | 208                 |
| 3134GXP81                        | FEDERAL HOME LOAN MORTGAGE COF   | 1,000,000         | 991,670         | 3.820%                     | 8/30/2022        | 8/28/2024        | 241                 |
| 3134GXH66                        | FEDERAL HOME LOAN MORTGAGE COF   | 1,000,000         | 998,200         | 4.250%                     | 9/23/2022        | 9/23/2024        | 267                 |
| 3130ATFL6                        | FEDERAL HOME LOAN BANKS          | 1,000,000         | 994,910         | 4.600%                     | 9/30/2022        | 9/30/2024        | 274                 |
| 3130AQRM7                        | FEDERAL HOME LOAN BANKS          | 1,000,000         | 969,090         | 1.550%                     | 2/25/2022        | 2/25/2025        | 422                 |
| 3134GYL42                        | FEDERAL HOME LOAN MORTGAGE COF   | 1,000,000         | 1,000,180       | 5.550%                     | 3/1/2023         | 2/28/2025        | 425                 |
| 3133EPN35                        | FEDERAL FARM CREDIT BANKS        | 1,000,000         | 998,970         | 5.430%                     | 12/14/2023       | 3/14/2025        | 439                 |
| 3130AWN7                         | FEDERAL HOME LOAN BANKS          | 1,000,000         | 998,660         | 5.550%                     | 7/28/2023        | 4/25/2025        | 481                 |
| 3130ARQ95                        | FEDERAL HOME LOAN BANKS          | 1,000,000         | 982,930         | 3.030%                     | 4/29/2022        | 4/28/2025        | 484                 |
| 3130AS2Q1                        | FEDERAL HOME LOAN BANKS          | 1,000,000         | 981,970         | 3.150%                     | 5/23/2022        | 5/23/2025        | 509                 |
| 3134GXUC6                        | FEDERAL HOME LOAN MORTGAGE COF   | 1,000,000         | 981,230         | 3.400%                     | 5/27/2022        | 5/23/2025        | 509                 |
| 3130AWDL1                        | FEDERAL HOME LONA BANKS          | 1,000,000         | 998,140         | 5.600%                     | 6/13/2023        | 6/13/2025        | 530                 |
| 3134GXF66                        | FEDERAL HOME LOAN MORTGAGE COF   | 1,000,000         | 986,630         | 4.000%                     | 8/1/2022         | 8/1/2025         | 579                 |
| 3130ASU98                        | FEDERAL HOME LOAN BANKS, STEP-UF | 1,000,000         | 989,850         | 4.000%                     | 8/25/2022        | 8/25/2025        | 603                 |
| 3135GACV1                        | FEDERAL NATIONAL MORTGAGE ASSO   | 1,000,000         | 992,820         | 4.000%                     | 8/30/2022        | 8/28/2025        | 606                 |
| 3130ATG35                        | FEDERAL HOME LOAN BANKS          | 1,000,000         | 1,000,190       | 5.000%                     | 10/17/2022       | 10/17/2025       | 656                 |
| 3130AY2T2                        | FEDERAL HOME LOAN BANKS          | 1,000,000         | 998,890         | 5.600%                     | 12/26/2023       | 12/26/2025       | 726                 |
| 3130AYBL9                        | FEDERAL HOME LOAN BANKS STEP UP  | 1,000,000         | 999,700         | 5.250%                     | 12/26/2023       | 12/26/2025       | 726                 |
| 3133ENR77                        | FEDERAL FARM CREDIT BANKS        | 1,000,000         | 994,720         | 4.920%                     | 10/12/2022       | 1/12/2026        | 743                 |
| 3130AQJJ3                        | FEDERAL HOME LOAN BANKS          | 1,000,000         | 947,690         | 1.250%                     | 1/26/2022        | 1/26/2026        | 757                 |
| 3130AKXB7                        | FEDERAL HOME LOAN BANKS          | 2,000,000         | 1,849,100       | 0.580%                     | 3/18/2021        | 2/11/2026        | 773                 |
| 3130ALGJ7                        | FEDERAL HOME LOAN BANKS          | 975,000           | 905,873         | 1.000%                     | 3/23/2021        | 3/23/2026        | 813                 |
| 3133EMUK6                        | FEDERAL FARM CREDIT BANKS        | 1,000,000         | 929,990         | 1.050%                     | 3/25/2021        | 3/25/2026        | 815                 |
| 3130ALS62                        | FEDERAL HOME LOAN BANKS, STEPUP  | 1,000,000         | 936,550         | 0.750%                     | 3/30/2021        | 3/30/2026        | 820                 |
| 3130AM3R1                        | FEDERAL HOME LOAN BANKS          | 1,000,000         | 926,930         | 1.000%                     | 4/29/2021        | 4/29/2026        | 850                 |
| 3134GXHF6                        | FEDERAL HOME LOAN MORTGAGE COF   | 1,000,000         | 980,250         | 3.500%                     | 6/28/2022        | 6/26/2026        | 908                 |
| 3130ASD71                        | FEDERAL HOME LOAN BANKS          | 1,000,000         | 977,440         | 3.200%                     | 6/29/2022        | 6/29/2026        | 911                 |
| 3130ANM64                        | FEDERAL HOME LOAN BANKS          | 1,000,000         | 917,280         | 1.000%                     | 8/26/2021        | 8/26/2026        | 969                 |
| 3130ANUN8                        | FEDERAL HOME LOAN BANKS          | 2,000,000         | 1,832,160       | 1.040%                     | 9/21/2021        | 9/21/2026        | 995                 |
| 3130ANUX6                        | FEDERAL HOME LOAN BANKS          | 1,000,000         | 917,040         | 1.100%                     | 9/28/2021        | 9/28/2026        | 1,002               |
| 3133ENN89                        | FEDERAL FARM CREDIT BANKS        | 2,000,000         | 1,990,760       | 4.870%                     | 9/28/2022        | 9/28/2026        | 1,002               |
| 3130APCH6                        | FEDERAL HOME LOAN BANKS          | 1,000,000         | 917,600         | 1.125%                     | 9/29/2021        | 9/29/2026        | 1,003               |
| 3130APDK8                        | FEDERAL HOME LOAN BANKS          | 1,000,000         | 916,880         | 1.100%                     | 9/30/2021        | 9/30/2026        | 1,004               |
| 3130APCX1                        | FEDERAL HOME LOAN BANKS          | 1,000,000         | 918,930         | 1.250%                     | 10/26/2021       | 10/26/2026       | 1,030               |
| 3130APDQ5                        | FEDERAL HOME LOAN BANKS          | 1,000,000         | 918,780         | 1.250%                     | 10/28/2021       | 10/28/2026       | 1,032               |
| 3130APG82                        | FEDERAL HOME LOAN BANKS          | 1,000,000         | 928,740         | 0.850%                     | 11/2/2021        | 10/28/2026       | 1,032               |
| 3130APTJ4                        | FEDERAL HOME LOAN BANKS          | 1,000,000         | 916,370         | 1.250%                     | 11/24/2021       | 11/24/2026       | 1,059               |
| 3130APU37                        | FEDERAL HOME LOAN BANKS          | 1,000,000         | 917,720         | 1.300%                     | 11/24/2021       | 11/24/2026       | 1,059               |
| 3130AQ7F4                        | FEDERAL HOME LOAN BANKS          | 1,500,000         | 1,385,505       | 1.600%                     | 12/30/2021       | 12/30/2026       | 1,095               |
| 3130AQ5Q2                        | FEDERAL HOME LOAN BANKS          | 2,000,000         | 1,841,800       | 1.500%                     | 12/30/2021       | 12/30/2026       | 1,095               |
| 3134GYD74                        | FEDERAL HOME LOAN MORTGAGE COF   | 1,000,000         | 996,110         | 5.000%                     | 1/26/2023        | 1/26/2027        | 1,122               |
| 3133ENNG1                        | FEDERAL FARM CREDIT BANKS        | 2,000,000         | 1,863,840       | 1.860%                     | 2/8/2022         | 2/8/2027         | 1,135               |
| 3130AQRH8                        | FEDERAL HOME LOAN BANKS          | 1,000,000         | 935,010         | 2.000%                     | 2/25/2022        | 2/25/2027        | 1,152               |
| 3130ARA76                        | FEDERAL HOME LOAN BANKS          | 2,000,000         | 1,882,020       | 2.250%                     | 3/30/2022        | 3/30/2027        | 1,185               |
| 3130ARU74                        | FEDERAL HOME LOAN BANKS          | 1,000,000         | 974,250         | 3.375%                     | 5/17/2022        | 5/17/2027        | 1,233               |
| 3130ARUX7                        | FEDERAL HOME LOAN BANKS          | 1,000,000         | 985,760         | 3.750%                     | 5/19/2022        | 5/19/2027        | 1,235               |
| 3133EN3Y4                        | FEDERAL FARM CREDIT BANKS        | 1,000,000         | 998,370         | 5.330%                     | 12/14/2022       | 6/14/2027        | 1,261               |
| 3130ASD63                        | FEDERAL HOME LOAN BANKS          | 1,000,000         | 969,970         | 3.250%                     | 6/28/2022        | 6/28/2027        | 1,275               |
| 3130ASFQ7                        | FEDERAL HOME LOAN BANKS          | 1,000,000         | 980,350         | 4.000%                     | 6/29/2022        | 6/29/2027        | 1,276               |
| 3130ASPE3                        | FEDERAL HOME LOAN BANKS          | 1,000,000         | 987,620         | 4.300%                     | 7/28/2022        | 7/28/2027        | 1,305               |
| 3133ENL32                        | FEDERAL FARM CREDIT BANKS        | 1,000,000         | 994,590         | 4.230%                     | 9/8/2022         | 9/8/2027         | 1,347               |
| 3134GX3K8                        | FEDERAL HOME LOAN MORTGAGE COF   | 1,000,000         | 994,300         | 5.250%                     | 10/20/2022       | 10/20/2027       | 1,389               |
| 3130AV6T4                        | FEDERAL HOME LOAN BANKS          | 1,000,000         | 996,560         | 5.750%                     | 3/27/2023        | 3/27/2028        | 1,548               |
| 3134GYUG5                        | FEDERAL HOME LOAN MORTGAGE COF   | 1,000,000         | 998,030         | 6.000%                     | 7/6/2023         | 7/6/2028         | 1,649               |
| 3130AWTM2                        | FEDERAL HOME LOAN BANKS          | 1,000,000         | 999,430         | 5.900%                     | 8/9/2023         | 8/9/2028         | 1,683               |
| 3134H1EP4                        | FEDERAL HOME LOAN MORTGAGE COF   | 1,000,000         | 998,640         | 5.350%                     | 10/17/2023       | 9/29/2028        | 1,734               |

| INVESTMENT<br>OR CUSIP<br>NUMBER | INSTITUTION             | PURCHASE<br>PRICE | MARKET<br>VALUE | COUPON<br>INTEREST<br>RATE | PURCHASE<br>DATE | MATURITY<br>DATE | DAYS TO<br>MATURITY |
|----------------------------------|-------------------------|-------------------|-----------------|----------------------------|------------------|------------------|---------------------|
| 48133DN55                        | JP MORGAN CHASE FINL CO | 2,000,000         | 1,960,060       | 4.050%                     | 7/29/2022        | 7/29/2024        | 211                 |
| 13605WWW7                        | CANADIAN IMPERIAL BANK  | 1,000,000         | 958,940         | 2.500%                     | 4/28/2020        | 4/10/2025        | 466                 |
| 89236TKC8                        | TOYOTA MOTOR CRD CORP   | 1,000,000         | 988,250         | 3.950%                     | 9/8/2022         | 6/30/2025        | 547                 |
| 17298CK64                        | CITIGROUP INC           | 1,000,000         | 920,470         | 1.000%                     | 8/28/2020        | 8/28/2025        | 606                 |
| 06748XQR5                        | BARCLAYS BANK           | 1,000,000         | 973,470         | 4.500%                     | 9/12/2022        | 3/12/2026        | 802                 |
| 89114TK84                        | TORONTO DOMINION BANK   | 2,000,000         | 1,785,140       | 1.050%                     | 6/16/2021        | 3/16/2026        | 806                 |
| 06368EWM0                        | BANK OF MONTREAL        | 2,000,000         | 1,816,420       | 1.220%                     | 3/17/2021        | 3/17/2026        | 807                 |
| 06048WV56                        | BANK OF AMERICA         | 1,000,000         | 972,170         | 4.000%                     | 5/5/2022         | 5/5/2026         | 856                 |
| 17290A3E8                        | CITIGROUP INC           | 1,000,000         | 902,850         | 1.250%                     | 7/1/2021         | 7/1/2026         | 913                 |
| 90279GH44                        | UBS                     | 1,000,000         | 993,760         | 5.650%                     | 7/31/2023        | 7/31/2026        | 943                 |
| 38150AHV0                        | GOLDMAN SACHS GROUP INC | 1,000,000         | 893,810         | 1.400%                     | 9/30/2021        | 9/30/2026        | 1,004               |
| 06048WZ29                        | BANK OF AMERICA CORP    | 1,000,000         | 1,000,260       | 6.000%                     | 10/20/2022       | 10/20/2027       | 1,389               |
| 78014RKF6                        | ROYAL BANK OF CANADA    | 1,000,000         | 999,700         | 5.450%                     | 1/18/2023        | 1/18/2028        | 1,479               |
| 61766YMT5                        | MORGAN STANLEY FIN      | 1,000,000         | 981,800         | 5.150%                     | 1/20/2023        | 1/20/2028        | 1,481               |
| 05465DAK4                        | CERTIFICATE OF DEPOSIT  | 249,000           | 246,821         | 1.850%                     | 3/26/2020        | 3/26/2024        | 86                  |
| 14042RSH5                        | CERTIFICATE OF DEPOSIT  | 245,000           | 242,846         | 3.300%                     | 6/29/2022        | 7/1/2024         | 183                 |
| 15118RRHS                        | CERTIFICATE OF DEPOSIT  | 249,000           | 243,709         | 1.850%                     | 8/30/2019        | 8/30/2024        | 243                 |
| 938828BM1                        | CERTIFICATE OF DEPOSIT  | 249,000           | 243,950         | 2.000%                     | 8/30/2019        | 8/30/2024        | 243                 |
| 98970LC43                        | CERTIFICATE OF DEPOSIT  | 243,000           | 243,571         | 5.400%                     | 3/31/2023        | 9/27/2024        | 271                 |
| 23204HLJ5                        | CERTIFICATE OF DEPOSIT  | 250,000           | 248,732         | 4.500%                     | 10/26/2022       | 10/28/2024       | 302                 |
| 12547CAK4                        | CERTIFICATE OF DEPOSIT  | 250,000           | 248,498         | 4.600%                     | 2/24/2023        | 2/24/2025        | 421                 |
| 654062LB2                        | CERTIFICATE OF DEPOSIT  | 250,000           | 247,082         | 4.100%                     | 9/28/2022        | 3/28/2025        | 453                 |
| 02589AC34                        | CERTIFICATE OF DEPOSIT  | 250,000           | 242,343         | 2.550%                     | 4/17/2022        | 4/7/2025         | 463                 |
| 02589AC34                        | CERTIFICATE OF DEPOSIT  | 250,000           | 242,862         | 3.050%                     | 7/25/2022        | 7/25/2025        | 572                 |
| 06740KQZ3                        | CERTIFICATE OF DEPOSIT  | 250,000           | 243,793         | 3.300%                     | 7/27/2022        | 7/28/2025        | 575                 |
| 20825WAZ3                        | CERTIFICATE OF DEPOSIT  | 249,000           | 243,109         | 3.400%                     | 8/15/2022        | 8/15/2025        | 593                 |
| 795451CD3                        | CERTIFICATE OF DEPOSIT  | 240,000           | 234,055         | 3.350%                     | 8/24/2022        | 8/25/2025        | 603                 |
| 06168LAB4                        | CERTIFICATE OF DEPOSIT  | 244,000           | 241,079         | 4.150%                     | 10/12/2022       | 10/14/2025       | 653                 |
| 693963AB6                        | CERTIFICATE OF DEPOSIT  | 249,000           | 246,204         | 4.200%                     | 10/14/2022       | 10/14/2025       | 653                 |
| 178180GQ2                        | CERTIFICATE OF DEPOSIT  | 244,000           | 244,171         | 4.850%                     | 11/9/2022        | 11/10/2025       | 680                 |
| 05580AM92                        | CERTIFICATE OF DEPOSIT  | 248,000           | 236,843         | 2.750%                     | 4/22/2022        | 4/22/2026        | 843                 |
| 60425SKA6                        | CERTIFICATE OF DEPOSIT  | 249,000           | 246,722         | 4.400%                     | 4/24/2023        | 4/24/2026        | 845                 |
| 86158BA6                         | CERTIFICATE OF DEPOSIT  | 249,000           | 248,206         | 4.700%                     | 6/30/2023        | 6/30/2026        | 912                 |
| 02007GWJ8                        | CERTIFICATE OF DEPOSIT  | 246,000           | 235,980         | 3.150%                     | 7/21/2022        | 7/21/2026        | 933                 |
| 682325DH5                        | CERTIFICATE OF DEPOSIT  | 250,000           | 249,510         | 4.800%                     | 4/6/2023         | 10/6/2026        | 1,010               |
| 87165FE42                        | CERTIFICATE OF DEPOSIT  | 249,000           | 223,995         | 1.100%                     | 11/12/2021       | 11/12/2026       | 1,047               |
| 07181JAU8                        | CERTIFICATE OF DEPOSIT  | 249,000           | 249,752         | 5.000%                     | 11/22/2022       | 11/23/2026       | 1,058               |
| 14042TEH6                        | CERTIFICATE OF DEPOSIT  | 249,000           | 224,334         | 1.250%                     | 12/8/2021        | 12/8/2026        | 1,073               |
| 89235MMH1                        | CERTIFICATE OF DEPOSIT  | 249,000           | 224,312         | 1.250%                     | 12/9/2021        | 12/9/2026        | 1,074               |
| 052392CH8                        | CERTIFICATE OF DEPOSIT  | 248,000           | 248,352         | 4.950%                     | 12/16/2022       | 12/16/2026       | 1,081               |
| 25844MAN8                        | CERTIFICATE OF DEPOSIT  | 247,000           | 243,537         | 4.400%                     | 1/18/2023        | 1/19/2027        | 1,115               |
| 856285F63                        | CERTIFICATE OF DEPOSIT  | 246,000           | 224,465         | 1.800%                     | 1/31/2022        | 2/1/2027         | 1,128               |
| 70962LBE1                        | CERTIFICATE OF DEPOSIT  | 249,000           | 226,045         | 1.700%                     | 2/18/2022        | 2/18/2027        | 1,145               |
| 011852AD2                        | CERTIFICATE OF DEPOSIT  | 248,000           | 246,782         | 4.700%                     | 3/8/2027         | 3/8/2027         | 1,163               |
| 02589ABQ4                        | CERTIFICATE OF DEPOSIT  | 245,000           | 224,440         | 2.000%                     | 3/9/2022         | 3/9/2027         | 1,164               |
| 39573LDA3                        | CERTIFICATE OF DEPOSIT  | 245,000           | 224,932         | 2.100%                     | 3/15/2022        | 3/15/2027        | 1,170               |
| 58404DNW7                        | CERTIFICATE OF DEPOSIT  | 248,000           | 232,505         | 2.800%                     | 4/29/2022        | 4/29/2027        | 1,215               |
| 254673D94                        | CERTIFICATE OF DEPOSIT  | 246,000           | 233,609         | 3.200%                     | 5/18/2022        | 5/19/2027        | 1,235               |
| 07371C6Y0                        | CERTIFICATE OF DEPOSIT  | 246,000           | 231,953         | 3.000%                     | 6/15/2022        | 6/9/2027         | 1,256               |
| 38150VCG2                        | CERTIFICATE OF DEPOSIT  | 246,000           | 231,882         | 3.000%                     | 6/15/2022        | 6/15/2027        | 1,262               |
| 50625LBN2                        | CERTIFICATE OF DEPOSIT  | 249,000           | 236,627         | 3.250%                     | 6/15/2022        | 6/15/2027        | 1,262               |
| 472312AA5                        | CERTIFICATE OF DEPOSIT  | 249,000           | 248,201         | 4.700%                     | 6/29/2023        | 6/29/2027        | 1,276               |
| 88413QDN5                        | CERTIFICATE OF DEPOSIT  | 245,000           | 232,968         | 3.300%                     | 8/19/2022        | 8/19/2027        | 1,327               |
| 89789AAG2                        | CERTIFICATE OF DEPOSIT  | 248,000           | 247,467         | 4.700%                     | 3/10/2023        | 9/10/2027        | 1,349               |
| 32022RSY4                        | CERTIFICATE OF DEPOSIT  | 249,000           | 237,499         | 3.400%                     | 9/14/2022        | 9/14/2027        | 1,353               |
| 52470QBV5                        | CERTIFICATE OF DEPOSIT  | 249,000           | 238,318         | 3.500%                     | 9/23/2022        | 9/23/2027        | 1,362               |
| 530520AB1                        | CERTIFICATE OF DEPOSIT  | 249,000           | 246,408         | 4.400%                     | 1/17/2023        | 1/17/2028        | 1,478               |
| 61690U4M9                        | CERTIFICATE OF DEPOSIT  | 250,000           | 248,047         | 4.400%                     | 4/20/2023        | 4/20/2028        | 1,572               |
| 00224TAP1                        | CERTIFICATE OF DEPOSIT  | 249,000           | 248,646         | 4.550%                     | 4/28/2023        | 4/28/2028        | 1,580               |
| 67054NB1                         | CERTIFICATE OF DEPOSIT  | 249,000           | 254,030         | 4.700%                     | 5/30/2023        | 5/30/2028        | 1,612               |
| 29669XAT5                        | CERTIFICATE OF DEPOSIT  | 248,000           | 253,835         | 5.000%                     | 9/20/2023        | 9/20/2028        | 1,725               |
| 00782JAC6                        | CERTIFICATE OF DEPOSIT  | 248,000           | 253,930         | 5.000%                     | 9/27/2023        | 9/27/2028        | 1,732               |
| 1204                             | CERTIFICATE OF DEPOSIT  | 249,000           | 249,000         | 4.000%                     | 4/24/2023        | 4/24/2025        | 480                 |
| 1282                             | CERTIFICATE OF DEPOSIT  | 250,000           | 250,000         | 4.760%                     | 6/21/2023        | 6/21/2025        | 538                 |
| 1283                             | CERTIFICATE OF DEPOSIT  | 250,000           | 250,000         | 4.690%                     | 5/12/2023        | 6/12/2024        | 164                 |
| 1285                             | CERTIFICATE OF DEPOSIT  | 250,000           | 250,000         | 3.900%                     | 4/29/2023        | 4/29/2028        | 1,581               |

| INVESTMENT<br>OR CUSIP<br>NUMBER  | INSTITUTION            | PURCHASE<br>PRICE | MARKET<br>VALUE | COUPON<br>INTEREST<br>RATE | PURCHASE<br>DATE | MATURITY<br>DATE | DAYS TO<br>MATURITY |
|-----------------------------------|------------------------|-------------------|-----------------|----------------------------|------------------|------------------|---------------------|
| 1286                              | CERTIFICATE OF DEPOSIT | 250,000           | 250,000         | 4.950%                     | 6/25/2023        | 6/25/2025        | 542                 |
| 1303                              | CERTIFICATE OF DEPOSIT | 250,000           | 250,000         | 1.100%                     | 4/16/2021        | 4/16/2024        | 107                 |
| 1309                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 1.800%                     | 2/14/2022        | 2/14/2027        | 1,141               |
| 1311                              | CERTIFICATE OF DEPOSIT | 250,000           | 250,000         | 3.200%                     | 6/23/2022        | 6/23/2027        | 1,270               |
| 1314                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 2.000%                     | 7/21/2022        | 7/20/2024        | 202                 |
| 1316                              | CERTIFICATE OF DEPOSIT | 263,679           | 263,679         | 2.750%                     | 10/6/2022        | 4/6/2024         | 97                  |
| 1317                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 4.500%                     | 12/13/2022       | 12/13/2027       | 1,443               |
| 1324                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 3.350%                     | 1/11/2019        | 1/11/2024        | 11                  |
| 1326                              | CERTIFICATE OF DEPOSIT | 286,416           | 286,416         | 3.500%                     | 1/29/2019        | 1/29/2024        | 29                  |
| 1327                              | CERTIFICATE OF DEPOSIT | 245,000           | 245,000         | 3.500%                     | 2/28/2019        | 2/28/2024        | 59                  |
| 1328                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 3.250%                     | 3/22/2019        | 3/22/2024        | 82                  |
| 1330                              | CERTIFICATE OF DEPOSIT | 248,960           | 248,960         | 3.200%                     | 5/24/2019        | 5/24/2024        | 145                 |
| 1331                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 3.100%                     | 5/7/2019         | 5/7/2024         | 128                 |
| 1332                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 3.200%                     | 6/4/2019         | 6/4/2024         | 156                 |
| 1334                              | CERTIFICATE OF DEPOSIT | 250,000           | 250,000         | 3.050%                     | 7/31/2019        | 7/31/2024        | 213                 |
| 1335                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 2.810%                     | 9/11/2019        | 9/11/2024        | 255                 |
| 1336                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 2.800%                     | 9/17/2019        | 9/17/2024        | 261                 |
| 1337                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 2.700%                     | 11/1/2019        | 11/1/2024        | 306                 |
| 1338                              | CERTIFICATE OF DEPOSIT | 273,792           | 273,792         | 2.720%                     | 10/15/2019       | 10/15/2024       | 289                 |
| 1339                              | CERTIFICATE OF DEPOSIT | 269,459           | 269,459         | 2.250%                     | 12/26/2019       | 12/26/2024       | 361                 |
| 1340                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 2.400%                     | 12/5/2019        | 12/5/2024        | 340                 |
| 1341                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 2.250%                     | 1/8/2020         | 1/8/2025         | 374                 |
| 1342                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 2.250%                     | 1/17/2020        | 1/17/2025        | 383                 |
| 1343                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 2.250%                     | 1/24/2020        | 1/24/2025        | 390                 |
| 1344                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 1.100%                     | 11/18/2023       | 10/18/2024       | 292                 |
| 1345                              | CERTIFICATE OF DEPOSIT | 256,871           | 256,871         | 3.150%                     | 6/9/2022         | 6/9/2027         | 1,256               |
| 1346                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 3.250%                     | 6/21/2022        | 6/21/2027        | 1,268               |
| 1347                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 3.320%                     | 7/21/2022        | 7/21/2027        | 1,298               |
| 1348                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 3.200%                     | 7/20/2022        | 7/20/2027        | 1,297               |
| 1349                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 3.100%                     | 8/30/2022        | 3/1/2026         | 791                 |
| 1350                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 3.800%                     | 10/28/2022       | 10/28/2025       | 667                 |
| 1351                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 4.500%                     | 11/28/2022       | 11/28/2024       | 333                 |
| 1352                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 4.650%                     | 11/28/2023       | 11/28/2024       | 333                 |
| 1353                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 5.150%                     | 12/12/2022       | 12/12/2027       | 1,442               |
| 1354                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 4.000%                     | 12/22/2022       | 12/22/2025       | 722                 |
| 1355                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 4.500%                     | 2/2/2023         | 2/2/2024         | 33                  |
| 1356                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 4.700%                     | 4/3/2023         | 4/3/2026         | 824                 |
| 1357                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 4.200%                     | 4/12/2023        | 4/12/2028        | 1,564               |
| 1358                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 4.140%                     | 4/25/2023        | 4/25/2027        | 1,211               |
| 1359                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 5.000%                     | 6/16/2023        | 6/16/2025        | 533                 |
| 1360                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 4.400%                     | 6/2/2023         | 6/1/2028         | 1,614               |
| 1361                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 4.950%                     | 9/13/2023        | 4/13/2025        | 469                 |
| TOTALS                            |                        | \$ 152,018,300    | \$ 148,438,746  |                            |                  |                  |                     |
| WEIGHTED AVERAGE RATE OF EARNINGS |                        |                   |                 | % OF LIQUID                |                  | WEIGHTED         |                     |
| ONE YEAR HISTORY                  |                        |                   |                 | CURRENT                    | PORTFOLIO        | AVERAGE          |                     |
| 12/31/2022                        | 3/31/2023              | 6/30/2023         | 9/30/2023       | 12/31/2023                 | HOLDINGS         | DAYS TO          |                     |
| 2.622%                            | 2.988%                 | 3.187%            | 3.347%          | 3.480%                     | 29.804%          | MATURITY         |                     |
|                                   |                        |                   |                 |                            |                  | 698              |                     |

**Comments:**

Portfolio holdings as of December 31, 2023, are in compliance with the current Investment Policy. With 29.804% of the portfolio being held in liquid instruments, the cash needs of the City will be met. The next portfolio report will be calculated for the first calendar quarter ending March 31, 2024, and will be presented during the May 7, 2024 Council meeting.



## CITY COUNCIL AGENDA – FEBRUARY 6, 2024

**SUBJECT:** Request for Proclamation - Red Cross Month - March 2024

**SOURCE:** Administrative Services

**COMMENT:**

At its meeting on December 19, 2023, the Council amended the process by which proclamations are approved. The process requires that if more than two council members indicate interest in signing a requested proclamation, a consent calendar item will be prepared for the next scheduled City Council Meeting for full City Council consideration.

The American Red Cross of Central Valley has requested a proclamation to proclaim the month of March 2024, as "Red Cross Month" in Porterville.

Mayor Flores is sponsoring this Proclamation request. Because more than two members of Council indicated interest in signing, consistent with policy, the request is herein presented for consideration. If approved, the Proclamation will be drafted with the appropriate number of signature blocks for execution by the Council Members with an affixed City Seal.

**RECOMMENDATION:** That the City Council consider approval of the request to proclaim the month of March 2024, as "Red Cross Month" in the City of Porterville.

**ATTACHMENTS:** 1. Proclamation Request - Red Cross Month

Appropriated/Funded: N/A

**Review By:**

Department Director:  
Yuliana Andrade, Acting Administrative Services Director

Final Approver: Patrice Hildreth, City Manager





City of Porterville  
REQUEST FOR PROCLAMATION



JAN 12 2024

Date of Request: Jan 9, 2024

CITY OF PORTERVILLE  
CITY MANAGER

Name of Event/Individual: March is Red Cross Month  
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: American Red Cross of Central Valley

Name of Contact Person: Lori Wilson

Address: 1300 W. Shaw Ave Ste 4B, Fresno CA 93711

Phone: 559-240-5532 Email: lori.wilson2@redcross.org

I would like the proclamation: ☒ mailed ☐ call for pick up ☐ presented at an event  
unless we can request approval to present at a council meeting

Date Needed: March 2024 Date of Event \_\_\_\_\_

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation. It is recommended that you submit your request at least four to six weeks in advance. If assistance is needed, or if you need a sample provided, or to return this form, contact:

Office of City Clerk  
291 North Main Street  
Porterville, CA 93257  
(559) 782-7464 / Fax (559) 782-7452

Please be advised that a Proclamation is ceremonial in nature and does not convey official legislative action. The City reserves the right to correct grammar and spelling; to reject all advocacy of unlawful acts; and to reject all discriminatory language.

City Clerk's Section

Request Received by: Fernando Routed by: Fernando Date: 1-12-24

Granted by Council Member Mayor Flores Date: 1-12-24

Signatures: Carrillo, Meister, Beltran

Date Requestor Notified of Completion: \_\_\_\_\_ in writing ☐ by phone ☐

Comments: \_\_\_\_\_

## Excerpt from the CITY COUNCIL PROCEDURAL HANDBOOK

### G. Request for Proclamations

The City routinely receives requests for proclamations. To qualify as a proclamation, the language should be ceremonial and not convey legislative action or represent that it is establishing City policy or directives. Each individual Council Member has the authority to grant and sign proclamations on their own respective behalf if they are processed in accordance with this Section. The City Council may grant and sign "City Proclamations," only if the proclamation is approved by the City Council at a noticed and public City Council meeting in accordance with the Brown Act, and these proclamations shall be deemed to be "City Proclamations" and have the City Seal affixed.

Within one business day of receipt of a Request for Proclamation, staff shall scan and email the request to all City Council Members. In the event a Council Member is interested in granting the request, they shall individually notify staff of their interest. If more than one Council Member responds, the first responsive notification received by staff shall be the grantor. Staff shall then advise the remaining Council Members as to interest in signing the proclamation, and the Council Members shall have one business day to reply, after which the proclamation will be drafted with the appropriate number of signature blocks for execution by the Council Members. If more than two council members respond that they are interested in signing the proclamation, a consent calendar item will be prepared for the next scheduled city council meeting, for full City Council consideration. Approved City Proclamations may be signed by the Mayor, although the Mayor's signature shall not be compelled. Additionally, the City Council may provide express authority regarding additional members who wish to also be signatories.

All signed proclamations will be made available in the Office of City Clerk for pick up by the requestor unless arrangements have been made for presentation at a certain event. Proclamations shall not be included on the Council Agenda nor presented at a Council Meeting unless approved by a majority of the entire Council. Staff shall provide a monthly informational report to the City Council identifying the proclamations for the preceding month. (*Amended via Minute Order 15-121923, December 19, 2023.*)

**AMERICAN RED CROSS MONTH, 2024**  
**A Proclamation**

During American Red Cross Month in March, we recognize the compassion of people in The City of Porterville and reaffirm our commitment to care for one another in times of crisis.

This generous spirit is woven into the fabric of our community and advances the humanitarian legacy of American Red Cross founder Clara Barton — one of the most honored women in our country's history — who nobly dedicated herself to alleviating suffering.

Today, kindhearted individuals in our community exemplify Barton's commitment as they step up to provide a beacon of hope for our neighbors in need. Through their voluntary and selfless contributions, they make a lifesaving difference in people's darkest hours — whether it's delivering shelter, food and comfort during disasters; supporting military families, veterans and caregivers through the unique challenges of service; saving lives with first aid, CPR and other skills; or delivering aid and reconnecting loved ones separated by global crises.

We hereby recognize this month of March in honor of all those who lead with their hearts to serve people in need, and we ask everyone to join in this commitment to strengthen our community.

NOW, THEREFORE, I, Mayor Martha Flores, of The City of Porterville, by virtue of the authority vested in me by the laws of The City of Porterville and California, do hereby proclaim March 2024 as Red Cross Month. I encourage all citizens of Porterville to reach out and support its humanitarian mission.

IN WITNESS WHEREOF, I have hereunto set my hand this [first] day of March, in the year of our Lord two thousand twenty-four, and of The City of Porterville California.

**[INSERT SIGNATORY]**





## CITY COUNCIL AGENDA – FEBRUARY 6, 2024

**SUBJECT:** Approval of Community Civic Event - Porterville Chamber of Commerce - Spring Festival - April 13, 2024

**SOURCE:** Finance

**COMMENT:** The Porterville Chamber of Commerce is requesting approval to hold the Porterville Chamber Spring Festival on Saturday, April 13, 2024, from 10:00 AM to 3:00 PM. This year's festival will include food booths, vendor booths, a kids' zone, a chili cook-off, family entertainment, a car show, and a beer garden. The request includes the closure of Main Street from Morton Avenue to Olive Avenue and the side streets along Main Street, as indicated on the attached map, from 5:00 AM to 5:00 PM and the closure of the sidewalks along Main Street, from Morton Avenue to Olive Avenue, for the vendor booths.

This request is made under the Community Civic Events Ordinance No. 1326, as amended. The Application has been routed according to the Ordinance regulations and reviewed by all City Departments involved. The requirements and restrictions are listed on the attached copy of the Application and Agreement, Exhibit A, Exhibit B, and Exhibit C.

**RECOMMENDATION:** That the City Council approve the Community Civic Event Application submitted by the Porterville Chamber of Commerce to hold the Porterville Chamber Spring Festival event on April 13, 2024, subject to the restrictions and requirements contained in the Application and Agreement, Exhibit A, Exhibit B, and Exhibit C.

**ATTACHMENTS:** 1. CCE Application and Agreement, Exhibit A, Exhibit B, Exhibit C, Map, Outside Amplifier Permit and Certificate of Liability Insurance.

**Appropriated/Funded:**

**Review By:**

Department Director:  
Janie Rodriguez, Accountant

Final Approver: Patrice Hildreth, City Manager

# CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257  
559-782-7451 Fax: 784-4569 www.ci.porterville.ca.us



(Incomplete applications can delay permit process)

## APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

DO YOU HAVE? Event Flyer? not yet E-mail address? Website? portervillechamber.org  
kristy@portervillechamber.org

Application date: December 15, 2023 Event date: April 13, 2024

Event time: 10 am to 3 pm

Name of Event: Porterville Chamber Spring Festival street closures from 5am to 5pm

Sponsoring organization: Porterville Chamber Phone # (559) 784-7502

Address: 93 N. Main St., Ste. A, Porterville, CA 93257

Authorized representative: Kristy Martin Phone # (559) 784-7502

Address: 93 N. Main St., Ste. A, Porterville, CA 93257

Event chairperson: Kristy Martin Phone # (559) 784-7502

Location of event Downtown Porterville - Main St. - Olive to Morton

(Location map must be attached)

Type of event: Festival - Vendors, Kids Zone, Entertainment, Chili Cook Off, Car Show,  
Food booths, Beer Garden

Non-profit organization status: 501 (c) 6

(IRS Determination)

City services requested (fees associated with these services will be billed separately):

Barricades (quantity): 80 Street sweeping Yes ☒ No ☐

Police protection Yes ☒ No ☐ Refuse pickup Yes ☒ No ☐

Other: Special Event Officers

Parks facility application required: Yes ☒ No ☐ Attached ☒

Assembly permit required: Yes ☐ No ☒ Attached ☐

STAFF COMMENTS (list special requirements or conditions for event):

Appr. Deny

|       |       |                   |       |
|-------|-------|-------------------|-------|
| _____ | _____ | Bus. Lic. Spvr.   | _____ |
| _____ | _____ | Pub. Works Dir    | _____ |
| _____ | _____ | Comm. Dev. Dir.   | _____ |
| _____ | _____ | Field Svcs. Mgr.  | _____ |
| _____ | _____ | Fire Chief        | _____ |
| _____ | _____ | Parks Dir.        | _____ |
| _____ | _____ | Police Chief      | _____ |
| _____ | _____ | Admin. Svcs. Dir. | _____ |



# CITY OF PORTERVILLE

## APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

### ***What constitutes a Community Civic Event?***

A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures. This application must be submitted NO LESS THAN 30 DAYS PRIOR to the date of the event in order to obtain City Council approval.

**All City Code requirements** are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit our City of Porterville website at [www.ci.porterville.ca.us/govt/CityClerk/](http://www.ci.porterville.ca.us/govt/CityClerk/), Porterville Municipal Codes. For questions or concerns please call 559-782-7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred (\$100) for the first violation.

**Liability insurance:** The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. **The City of Porterville and Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured.** A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. **This original certificate and endorsement shall be submitted to the Finance Department prior to the City of Porterville Council's approval.** *The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than one million dollars (\$1,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)*

KrM

Authorized Representative Initials

**Alcohol liability insurance:** Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include **full liquor liability** in an amount not less than one million dollars (\$1,000,000) per occurrence. The City of Porterville shall be named as additional insured against all claims arising out of or in connection with the issuance of this permit or the operation of the permitted, his/her agents or representatives pursuant the permit. **Claims-made policies are not acceptable.**

KrM

Authorized Representative Initials

**Health permit:** Organization/Applicant **will obtain or ensure** that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health Department located at 5957 S. Mooney Blvd., Visalia, CA, 93277, call 559-733-6441, or fax information to 559-733-6932; or visit their website: [www.tularehhsa.org](http://www.tularehhsa.org).

KrM

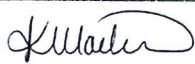
Authorized Representative Initials

**First aid station:** Organization/Applicant will establish a first aid station, with clearly posted signs, to provide basic emergency care, such as ice/hot packs, bandages, and compresses.

KrM

Authorized Representative Initials

**Agreement:** The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees.

|                        |                                                                                      |          |
|------------------------|--------------------------------------------------------------------------------------|----------|
| Porterville Chamber    |  | 12/15/23 |
| (Name of Organization) | (Signature)                                                                          | (Date)   |



VENDOR/PARTICIPANT LIST IN CONNECTION WITH THE APPLICATION AND  
AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY  
TO BE HELD ON PUBLIC PROPERTY

street closures 5am to 5pm

3 of 4

# CITY OF PORTERVILLE

REQUEST FOR STREET CLOSURES AND PUBLIC PROPERTY USAGE IN CONNECTION WITH THE  
APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER  
ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: Porterville Chamber Spring Festival

Sponsoring organization: Porterville Chamber

Event date: 4/13/24 Hours: 10am to 3pm

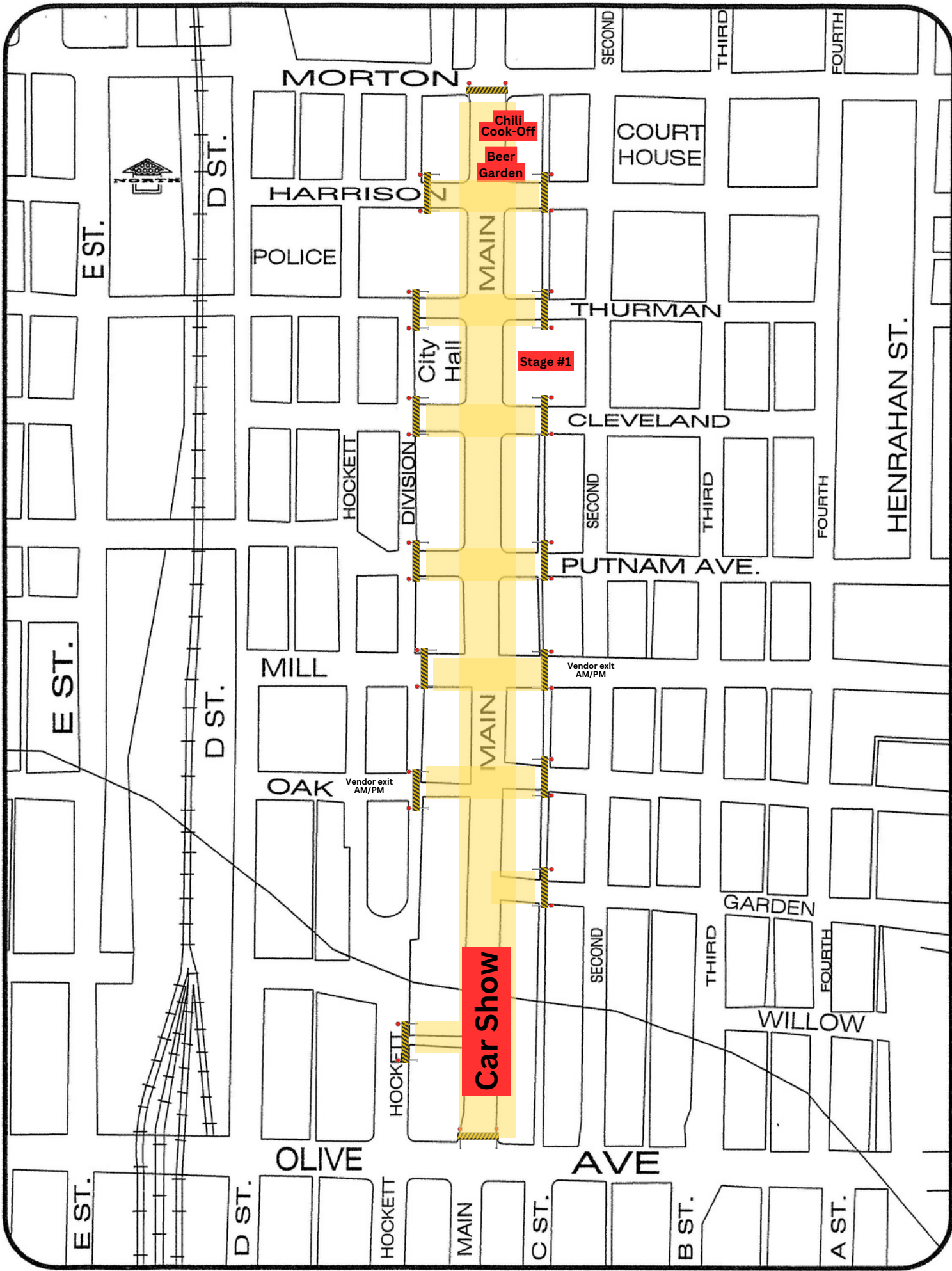
street closures 5am to 5pm

**ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:**

## Closed

| <u>Street Name</u>                           | <u>From</u>     | <u>To</u>       | <u>Activity</u>    |
|----------------------------------------------|-----------------|-----------------|--------------------|
| Main St.                                     | Morton          | Olive           | Vendor Booths      |
| Harrison, Thurman, Cleveland,<br>Putnam, Oak | Division        | East Alley      |                    |
| Mill                                         | Hockett         | East Alley      |                    |
| Garden                                       | Main St.        | East Alley      |                    |
|                                              |                 |                 |                    |
|                                              |                 |                 |                    |
|                                              |                 |                 |                    |
|                                              |                 |                 |                    |
|                                              |                 |                 |                    |
|                                              |                 |                 |                    |
| <u>Sidewalks</u>                             | <u>From</u>     | <u>To</u>       | <u>Activity</u>    |
| Main St.                                     | Olive           | Morton          | vendor booth sales |
|                                              |                 |                 |                    |
|                                              |                 |                 |                    |
|                                              |                 |                 |                    |
|                                              |                 |                 |                    |
|                                              |                 |                 |                    |
| <u>Parking lots and<br/>spaces</u>           | <u>Location</u> | <u>Activity</u> |                    |
|                                              |                 |                 |                    |
|                                              |                 |                 |                    |
|                                              |                 |                 |                    |
|                                              |                 |                 |                    |





Requirements for Community Civic Event  
Porterville Chamber of Commerce  
Porterville Chamber Spring Festival  
April 13, 2024

|                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City Engineer:<br><i>D. Cervantez</i>                   | No comments.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Community Development Director:<br><i>J. Ridenour</i>   | No comments.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Public Works Director:<br><i>M. Knight</i>              | No comments.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Fire Marshal:<br><i>C. Dignam</i>                       | All spacing for tents, tarps and canopies shall comply with the attached requirements for spacing. All booths using electricity, preparing food, or using a generator shall have at a minimum a 2A:10B,C fire extinguisher that is properly tagged for use. All trailers shall be separated from the towing vehicle and levelled. There shall be a minimum of 12' between units. All food truck/trailers with a fixed extinguisher system shall have a current inspection tag on the system and the required K series extinguisher, along with the 2A:10B,C fire extinguisher. please see Exhibit C. |
| Parks and Leisure Services Director:<br><i>D. Moore</i> | If electrical outlets are needed to be used, contact staff at least 72 hours prior to the event to coordinate outlet locations. Vehicles to remain off the Centennial Park grass.                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Police Lieutenant:<br><i>M. Azevedo</i>                 | Please see Exhibit B.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

Deputy City Manager:  
*P. Hildreth*

Risk Management requires \$2 million per occurrence in commercial general liability coverage, naming the City of Porterville as an additional insured. The certificate of insurance must have the endorsement page.

Field Services Superintendent:  
*B. Spry*

Will take care of refuse service.

Field Services Superintendent – Streets:  
*J. Baeza*

Will take care of barricades, set up and pick up.

## Requirements for Community Civic Event

Sponsor: Porterville Chamber of Commerce  
Event: Porterville Chamber Spring Festival  
Event Chairman: Kristy Martin  
Location: Downtown Porterville, Porterville CA  
Date of Event: April 13, 2024 (10:00 a.m.-3:00 p.m.)

### RISK MANAGEMENT: Conditions of Approval

That Porterville Chamber of Commerce provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$2,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permitted operation and sponsorship of the aforementioned Community Civic Event.

- A. The Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.
- B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A: VII, and the insurance company must be an 'admitted' insurer in the State of California.

# **CITY OF PORTERVILLE/POLICE DEPARTMENT**

## **Community Civic Event Application**

**Porterville Chamber Spring Festival**  
**April 13, 2024—5:00 am-5:00 pm**

### Proposed Conditions/Requirements—Downtown Main Street

- City Council approval is required for all street closures.
- On all streets approved for closure, ensure adequate barricades/barriers are used to warn motorists of non-access and prevent vehicle access to those designated areas.
- If event organizers anticipate the need for removal of parked vehicles from public roadways related to the event, the affected public roadways must be posted with appropriate signage no less than 24 hours in advance of the event. Said signs and associated posting must meet minimum requirements as established by the California Vehicle Code. (Recommend event organizers contact Sgt. Jay Starling of the Porterville Police Department/Traffic Unit in order to ensure that signs meet the requirements as established by law or request additional assistance).
- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- If event organizers anticipate the sales of alcoholic beverages during the event, they must first apply for and be granted a temporary license to sell alcohol from the CA Dept. of Alcoholic Beverage Control.
- Fencing or other suitable barriers shall be utilized for cordoning off the beer garden so as to monitor ingress/egress and to ensure the beer garden area is clearly marked. All points of ingress/egress to the beer garden will be monitored by event organizers and/or security to prevent underage admittance.
- Event organizers shall ensure only patrons wearing clearly displayed and authorized wristbands, as provided by event organizers, can purchase and consume alcoholic beverages.
- At no time shall alcoholic beverages be possessed or consumed outside the designated beer garden.
- An Outside Amplifier Permit has been approved and granted, however, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.

- At conclusion of event, event organizers shall ensure streets are promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to pedestrians or vehicles traveling through this area.

Mark Azevedo, Lieutenant  
Police Department



## PORTERVILLE FIRE DEPARTMENT

### FIRE PREVENTION DIVISION

## OUTDOOR FOOD BOOTH REQUIREMENTS

*Authority cited: 2019 California Fire Code (CFC)*

These standards apply to individual tents, temporary structures, or membrane structures less than 200 square feet in area, and canopies less than 400 square feet in area used as outdoor carnival and fair booths.

**A permit is required before any tent or membrane structure larger than 400 square feet can be erected. (California Fire Code 3103.2)**

Tents and membrane structures having an area in excess of 400 square feet shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the building official and fire code official.

#### Exceptions:

1. Tents used exclusively for recreational camping purposes.
2. Tents open on all sides which comply with all the following:
  - a. Individual tents having a maximum size of 700 square feet.
  - b. Aggregate area of multiple tents placed side by side without 12 feet clearance, not exceeding 700 square feet total.
  - c. A minimum clearance of 12 feet to all structures and other tents.

#### Definitions

**Cooking Booth** – Booth where food is prepared by a heating or cooking process such as, but not limited to, grilling, frying, barbecuing, flambe', deep fat frying, baking, warming, or boiling. **Deep fat frying** – Any cooking operation or process whereby the product floats or is submerged in hot oil during the cooking process.

**Vendor Booth** – Any booth other than a cooking booth.

#### Cooking Booth Construction and Location

- All fabrics or membranes covering cooking booths shall be California State Fire Marshal certified flame retardant and be labeled as such.
- Decorative materials shall be inherently fire resistive or shall be treated with a fire-retardant spray.
- Flooring materials used within cooking booths and cooking equipment shall be non-combustible or California State Fire Marshal certified fire-retardant. (*Exception 3/8" plywood or similar material.*)
- Each cooking booth shall have at least one exit-way, a minimum **3'** wide and **6'8"** high. Booth frames shall not obstruct exit paths.
- Cooking booths shall have a minimum clearance of **10'** on at least two sides with clearance of at least **10'** from any vendor booth.
- Minimum **12'** separation required between cooking booths with an aggregate size of 400 sq.ft. with sides, or 700 sq.ft. without sides.

#### Cooking Equipment

- All interior cooking equipment shall be of an approved type, and open-flame cooking shall be located a minimum of **18"** from booth back/side drop materials.
- Compressed gas (butane, propane, or natural) equipment shall conform to the following:
  - Shut off valves shall be provided at each fuel source;
  - Cooking appliances shall have an ON-OFF valve located far enough away from the appliance to be safely shut off in case of fire;
  - Manufactured cooking appliances shall be equipped with a Thermocouple Valve to shut off fuel if flame is extinguished;
  - The booth operator shall test all connections for leaks with soap and water solution;
  - Fuel tanks shall be protected from damage and secured in an upright position;
  - Hoses shall be of a type approved for use with the equipment and fuel type;
  - Tanks not in use shall be turned off;
  - Extra fuel tanks shall not be stored in booths;
  - Unused fuel cylinders shall be stored in a secured position.





## **PORTERVILLE FIRE DEPARTMENT**

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### **FIRE PREVENTION DIVISION**

#### **Wood, Charcoal (Solid Fuels) Cooking**

- Use only an electric starter or commercially sold lighter fluid.
- Charcoal cooking and storage of lighter fluid is prohibited inside booths.
- Charcoal cooking shall be located a minimum of ten **10'** away from booths and in areas away from public access.
- Charcoal cooking shall be located at least ten **10'** away from combustible structures and parked vehicles.
- Coals shall be disposed of in metal containers with lids approved by the Fire Marshal.

#### **Deep Fat Frying, Flambé, and Wok**

- Deep fat frying, flambé, and wok shall be located **no closer than 18"** from any combustible material.
- Cooking areas shall not be accessible to the public.
- Deep fat frying equipment shall be equipped with a temperature regulating device or other method of regulating temperatures approved by the Fire Marshal.
- Separation shall be maintained with a minimum of **3'** clearance between deep fat frying and flambé or open flame cooking.

#### **Vendor Booth Construction and Location**

- Each vendor booth shall have at least one exit-way, a minimum of **3'** wide by **6'8"** high. Booth frames shall not obstruct exit paths.
- Vendor booths shall have a minimum clearance of **20'** on at least one side, with clearance of at least **10'** from any cooking booth.

#### **Electrical Power**

- Generators shall be placed only in locations approved for festival use.
- Generators shall not be refueled during event hours. Extra fuel shall not be stored during event hours.
- Smoking and open flames shall be prohibited within **25'** of refueling operations.
- Extension cords shall be of a grounded type and approved for exterior use.

#### **Fire Extinguishers**

- Each cooking booth shall be equipped with a fire extinguisher with a minimum rating of **2A: 10BC**. Booths with deep fat frying or flambé cooking shall be equipped with an extinguisher rated for **class "K" fires**.
- Cooking booths shall be equipped with visible and accessible fire extinguishers mounted adjacent to the exit.
- For vendor booths, the maximum travel distance to a fire extinguisher with a minimum rating of **2A: 10BC** shall not exceed **75'**.
- Each generator shall be provided with a fire extinguisher with a minimum **40BC** rating. The extinguisher shall be located near the generator and accessible at all times.
- All fire extinguishers shall be serviced and tagged annually by a State-licensed contractor.

#### **Miscellaneous**

- The Porterville Fire Department shall be provided with a site plan showing emergency access.
- All booths are subject to inspection by the Fire Department and any discrepancies will require immediate action.
- All cooking areas shall be cleaned regularly to prevent the build-up of grease.
- There shall be a competent adult in cooking booths at all times to ensure safety.
- Seating shall be a minimum of **15'** from booths with open flame devices or cooking appliances.
- The Fire Department shall be provided with a telephone number of the responsible party to contact in case of emergency on a 24 hour basis.

#### **Fire Safety Tips**

- Know where fire extinguishers are and how to use them.
- Do not leave cooking unattended.
- Do not wear loose-fitting clothing while cooking.
- Remove trash accumulation regularly.
- Keep combustible materials away from heat sources.
- **In case of an emergency dial 9-1-1.**

The attached "Food Booth Vendor Agreement" must be on site at all times and presented upon request of any Porterville Fire Department Personnel.



## Cooking Booth Vendor Agreement

Booth/Space # \_\_\_\_\_ Business Name \_\_\_\_\_  
On Site Contact Name \_\_\_\_\_ Contact Phone # \_\_\_\_\_

### **Cooking Booth Construction and Location**

1. Tents, canopies, and decorative material shall be inherently flame-resistive and proof of certification shall be on site at all times.
2. Cooking booth floors may be concrete, asphalt, or plywood over grass and dirt.
3. An emergency access of 36" shall be maintained between the back of each cooking booth and any fencing at all times. **NO EXCEPTIONS.**

### **Cooking Equipment**

1. Cooking with charcoal, wood, or other solid fuel shall be located a minimum of 10' away from booths, canopies, combustible material or any public access.
2. Deep fat frying shall be located a minimum of 3' away from booths, canopies, open flame cooking, combustible material or any public access.
3. Any open flame cooking shall be located a minimum of 18" away from any vertical surface, combustible material or any public access.
4. Extra fuel tanks shall **NOT** be stored in booths or within 5' of cooking equipment.
5. All cooking, gas powered, or electrically energized equipment shall meet manufacturer specifications and shall be free of excess cooking oils or any other combustible materials.

### **Miscellaneous**

1. A visible and accessible, 2A:10BC fire extinguisher with a current (within the last 12 months) State Fire Marshall tag must be provided within 20' of travel in all cooking areas.
2. A visible and accessible Class K portable fire extinguisher with a current (within the last 12 months) State Fire Marshall tag must be provided in all cooking areas with deep fat frying.
3. All cooking areas shall be cleaned regularly to prevent build-up of combustible substances.
4. Extension cords shall be of a grounded type, approved for exterior use, and in good working order.
5. Smoking is not allowed at any time within food booths or within 25' of any fuel source.
6. Specialized cooking equipment is subject to approval by the Fire Marshal.

### **Additional Requirements:**

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The Porterville Fire Department has established these requirements in accordance with the California Fire Code. Your cooperation is required to maintain a high level of fire safety throughout the event. All booths are subject to fire department inspection prior to and at any time during the event. Any discrepancies to the above requirements or any conditions considered a threat to fire and life safety by the Fire Inspector may result in the immediate cessation of cooking.

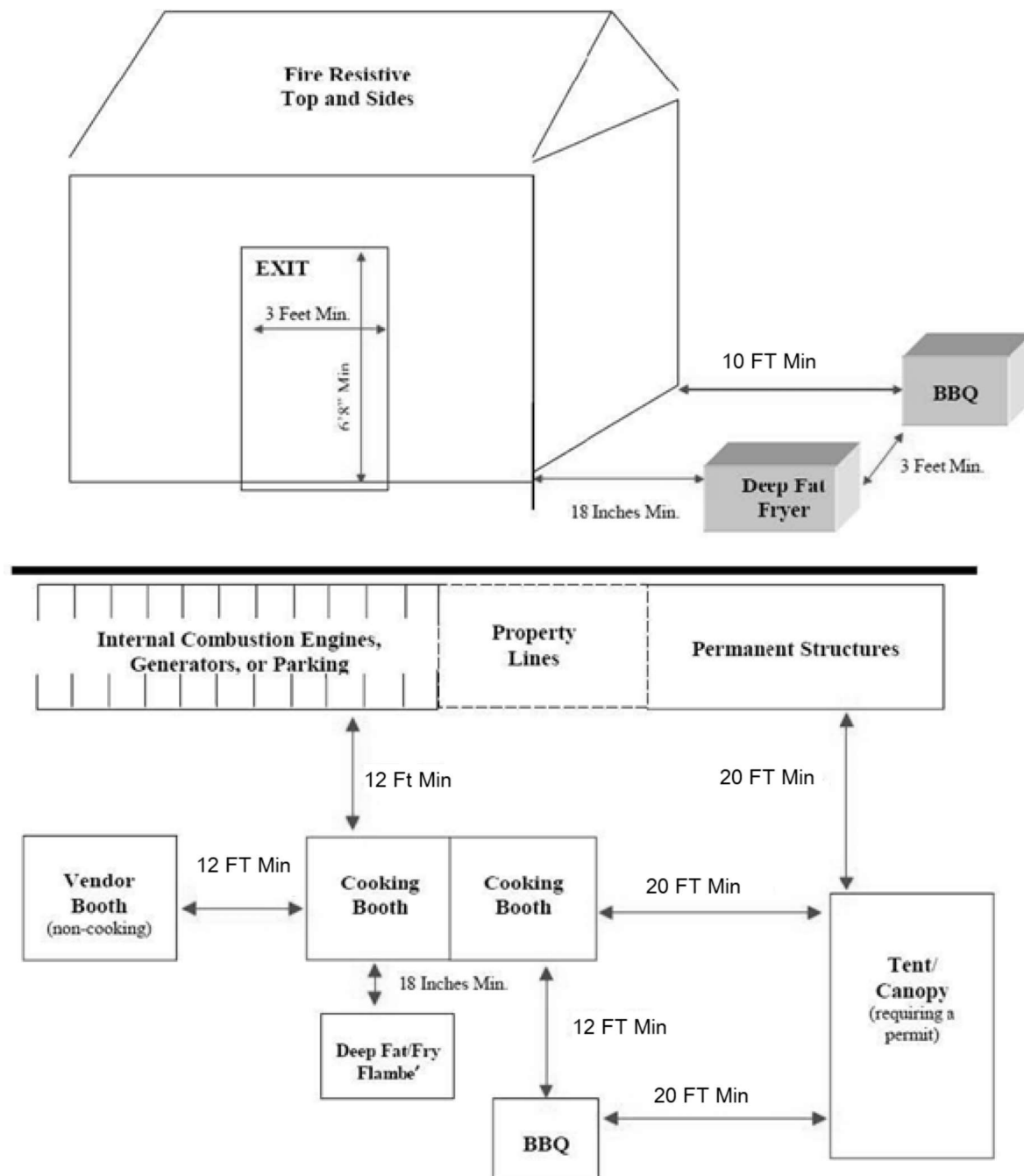
By signing below, I acknowledge that I have read and agree to comply with all requirements of this contract.

Signature \_\_\_\_\_ Date \_\_\_\_\_



## PORTERVILLE FIRE DEPARTMENT

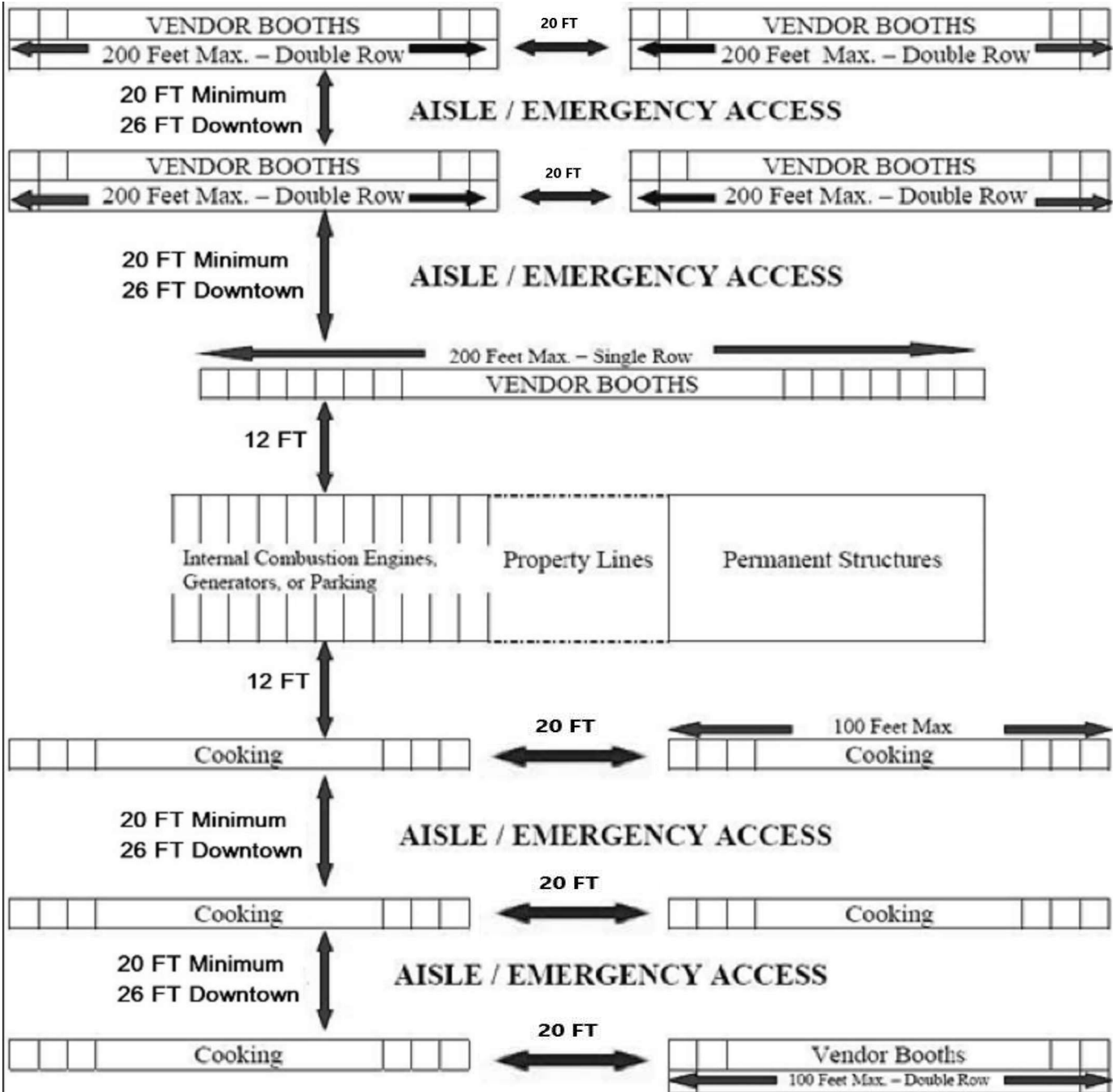
### FIRE PREVENTION DIVISION





## PORTERVILLE FIRE DEPARTMENT

### FIRE PREVENTION DIVISION



*\*Note: Cooking booths are limited to single rows only. Back-to-back rows are not permitted. Maximum overall length of individual rows is 100 feet with aggregate spacing throughout.*

*\*\*Note: Aggregate area of multiple tents placed side by side without 12 feet clearance shall not exceed 400 square feet with sides, or 700 square feet without sides. A minimum clearance of 12 feet to all structures and other tents is required.*

*\*\*\*Note: Maximum overall row length distances listed, or shown above, shall meet spacing requirements for aggregate size restrictions*

CITY OF PORTERVILLE  
OUTSIDE AMPLIFIER PERMIT  
(City Ordinances #18-9 & 18-14)



This application must be submitted ten (10) days prior to the date of the event. A copy of this permit must be at the operating premises of the amplifying equipment for which this registration is issued.

- 1 Name and home address of the applicant: Porterville Chamber of Commerce  
93 N. Main St., Suite A, Porterville, CA 93257
- 2 Address where amplification equipment is to be used: Main St. (Centennial Plaza) and Garden St./Main
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Various Chamber volunteers  
Zenith Sounds (Joseph Zenith) - 844 E Weldon Ave, Fresno, CA 93704
- 4 Type of event for which amplification equipment will be used: Porterville Chamber Spring Festival
- 5 Dates and hours of operation of amplification equipment: 4/13/24 10:00am to 3:00pm
- 6 A general description of the sound amplifying equipment to be used: various types

**Section 18-9**

It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort.

The operation of any such instrument, phonograph, jukebox, machine or device in such manner as to be plainly audible at a distance of one hundred feet (100') from the building, structure, vehicle, or place in which, or on which it is situated or located shall be prima facie evidence of a violation of this section. (Ord. Code § 6311)

**Section 18-14**

It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall by the council be deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 6312)

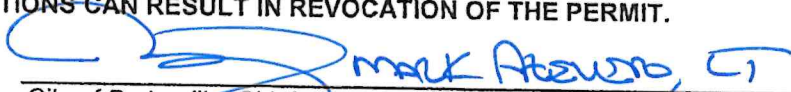
**Penal Code Section 415 (2)** Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars (\$400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

I hereby certify that I have read and answered all statements on this registration form and that they are true and correct.

  
Signature of Applicant

12/15/23  
Date

THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED. HOWEVER, WE URGE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT.

  
City of Porterville, Chief of Police/Designee

12/18/23  
Date



CITY OF PORTERVILLE  
PARKS & LEISURE SERVICES DEPARTMENT  
REQUEST FOR USE OF BUILDINGS



**PLEASE PRINT CLEARLY – PRESS HARD**

**FACILITY REQUESTED:**

☐ Library Community Room  
☐ Sports Complex Concession Stand

☐ Hayes Field Concession Stand  
☐ Pool Concession Stand

☒ Centennial Plaza  
☐ Santa Fe Depot

Type of Event: Spring Festival Date of Event: 4/13/24 Time: 10:00 am To: 3:00 pm

Amplified Equipment/Music: ☒ Yes ☐ No Estimated Number of People in Attendance: varied

\* \* \* \* \*

Name: Kristy Martin

Home Address: 93 N. Main St. Suite A City: Porterville Zip code: 93257

Phone: Home: (559) 784-7502 Cell No.: (559) 310-6210 Email: kristy@portervillechamber.org

Is this request for an Organization: ☒ Yes ☐ No Organization: Porterville Chamber of Commerce

Applicant hereby agrees to hold the City of Porterville, their employees, agents and officers free and harmless from any loss, damage, liability, cost or expense that may arise during or be caused in any way by such use or occupancy of said facilities. The applicant agrees to furnish such liability or other insurance for the protection of the public and the City, as the City shall require. Applicant agrees to leave the facility in the same condition as found before use. Any damages, misuse or destruction of City property or equipment is the responsibility of the applicant. Applicant agrees to reimburse City for all charges. The CITY OF PORTERVILLE does not provide accident, medical, liability or any other insurance for facility users. **Refunds will be granted as follows No Show – No Refund. More than (2) business days cancellation notice – 100% of fee returned. Less than (2) business days cancellation notice – 90% of fee returned with a 10% penalty.** In order to obtain a refund you must first fill out a request form and submit it to Parks & Leisure Services. In the event staff is taking photos of the park and/or the recreational activities it affords on the day of my event, I give my permission for the City to use said photos in promotional materials. I have read, understand and agree to the rules and regulations that are listed on this form.

SIGNATURE:  DATE: 12/15/23

\*\*\*FOR OFFICE USE ONLY\*\*\*

APPROVED: \_\_\_\_\_ RENTAL CHARGE: \_\_\_\_\_ RECEIVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

POLICE DEPT: \_\_\_\_\_ DATE: \_\_\_\_\_ SUPERVISOR FEE: \_\_\_\_\_ RECEIVED BY: \_\_\_\_\_

SPECIAL DEPARTMENT NOTATIONS: \_\_\_\_\_

\_\_\_\_\_ Reservation # \_\_\_\_\_

256 EAST ORANGE AVENUE, PORTERVILLE, CA 93257, PHONE (559) 791-7695

FAX (559) 791-7699, Park/facility information available @ [www.ci.porterville.ca.us](http://www.ci.porterville.ca.us)

 Find us on Facebook search: City of Porterville Parks & Leisure Services

**SEE BACK PAGE FOR RULES, REGULATIONS AND POLICIES**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>Walter Mortensen Insurance<br>P.O. Box 1960<br>Porterville, CA 93258        | <b>CONTACT NAME:</b> Daren Griswold<br><b>PHONE (A/C, No, Ext):</b> 559-781-5200<br><b>E-MAIL ADDRESS:</b> dg@wmi.cc<br><b>FAX (A/C, No):</b> 559-781-3229                                                                                                                                                                                                                               |                               |        |                                             |       |                                   |       |            |  |            |  |            |  |            |  |
|------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|---------------------------------------------|-------|-----------------------------------|-------|------------|--|------------|--|------------|--|------------|--|
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| INSURER C:                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                          |                               |        |                                             |       |                                   |       |            |  |            |  |            |  |            |  |
| INSURER D:                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                          |                               |        |                                             |       |                                   |       |            |  |            |  |            |  |            |  |
| INSURER E:                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                          |                               |        |                                             |       |                                   |       |            |  |            |  |            |  |            |  |
| INSURER F:                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                          |                               |        |                                             |       |                                   |       |            |  |            |  |            |  |            |  |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                          | ADDL SUBR INSD WVD                                                   | POLICY NUMBER              | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                   |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|----------------------------|-------------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
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|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                                                                                                                                                         |                                                                      |                            |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                       |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                              | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N / A |                            |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                         |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured: City of Porterville listed as an additional insured for the Spring Festival on April 13, 2024.

**CERTIFICATE HOLDER****CANCELLATION**

City of Porterville  
291 North Main Street  
Porterville, CA 93257

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert V. Nuccio

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Certificate Number: NAEP114137

Policy Number: UST022072230

Effective Dates: 4/13/2024 12:01am to 4/14/2024 12:01am

**Additional Insured - Person, Organization or other Entity**

**600002STEP 09 12**

Policy Amendment(s) Commercial General Liability

**This endorsement modifies insurance provided under the following:**

**Commercial General Liability Coverage Part**

**Schedule**

**Name of Additional Insured Person(s) or Organization(s) or other Entity(ies)**

City of Porterville

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an insured the person, organization or other entity shown in the Schedule above but only to the extent that **bodily injury, property damage or personal and advertising injury** is caused by the sole negligence of the Memorandum of Insurance holder.

Any Additional Insured Person(s) or Organization(s) or other Entity(ies) covered under this policy is subject to the policy forms, terms, conditions, exclusions, limitations and provisions.

This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/30/2024

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## COVERAGES

## CERTIFICATE NUMBER:

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

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AUTHORIZED REPRESENTATIVE

Robert V. Nuccio

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## CITY COUNCIL AGENDA – FEBRUARY 6, 2024

**SUBJECT:** Authorization of Temporary Overflow Parking at the Sports Complex for Eagle Mountain Casino Special Events

**SOURCE:** Parks and Leisure Services

**COMMENT:** Eagle Mountain Casino has requested the use of the City's Sports Complex for overflow parking for an upcoming special event. The Council approved two previous requests, and the requested times for use varied based on the type of event, with the lengthiest period being on New Year's Eve, from 6:00 PM- 6:00 AM. The current request is for February 17, 2024, 6:00 PM- 12:00 AM. City staff have not encountered any issues or negative impacts from the previous two (2) requests. Staff recommends that the Council consider approving their request based on the following conditions being met and that the Council authorize City staff to approve similar future requests from Eagle Mountain Casino if all said conditions are met:

- Provide commercial general liability insurance coverage in the amount of \$2,000,000, and add the City of Porterville as an additional insured.
- Shuttle service is provided from the Sports Complex parking lot to Eagle Mountain Casino.
- The parking lot is lighted for safety reasons.
- Security is provided.
- Coordinate with Porterville Police Department on a traffic control plan.

**RECOMMENDATION:** That the City Council authorize City staff to approve Eagle Mountain Casino requests for temporary use of the Sports Complex parking lot during special events based on conditions set forth by the City.

**ATTACHMENTS:**

**Appropriated/Funded:**

**Review By:**

Department Director:  
Donnie Moore, Parks and Leisure Services Director

Final Approver: Patrice Hildreth, City Manager





## CITY COUNCIL AGENDA – FEBRUARY 6, 2024

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 January 16, 2024, the Council reviewed the status of existence of local emergency, and acted to continue its Resolution of local emergency.

HISTORY:

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.

On August 2, 2023, Council Member Meister was made aware of the lack of drinking water and apparent lack of occasional water availability in the Del Oro Water Company system in the Springville area. During the March 2023 floods, six of the twelve water systems wells were damaged, several of which were damaged beyond repair. City staff was contacted by the Office of State Senator Shannon Grove in regard to the City-County Well Agreement, which dictates that at the request of the State and County, the City shall provide 3,000,000 gallons of water per month for the purpose of meeting emergency water needs in County jurisdiction and shall not charge the State or County for the water. Senator's Grove's Office has been coordinating with the State and Self-Help Enterprises in the potential placement of temporary tanks until Del Oro has completed its repair projects to sufficiently meet its customer demands.

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. At its meeting on August 2, 2022, the Council authorized \$1,074,948 for the drilling phase of Well 34 (Akin). At its meeting on October 3, 2023, the Council accepted the drilling phase as complete, with the final construction cost of \$865,402. The equipping phase is the next step in having this well online by the 2024 calendar year.

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. City-County Well Agreement - May 10, 2016
3. United States Department of Agriculture Drought Natural Disaster Area Designation: March 5, 2021
4. State of California State of Emergency Proclamation: April 21, 2021
5. County of Tulare Drought Local Emergency Resolution: April 27, 2021
6. State Water Resources Control Board: Emergency Regulation - Water Conservation; January 4, 2022
7. Governor Newsom Executive Order N-7-22: March 28, 2022
8. State Water Resources Control Board: Emergency Regulation - Water Conservation; June 10, 2022
9. Governor Newsom Executive Order N-5-23: March 24, 2023
10. State Water Resources Control Board Funding Agreement: Akin/Central Water Consolidation Project

Appropriated/Funded:

Review By:

Department Director:  
Patrice Hildreth, City Manager

Final Approver: Patrice Hildreth, 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

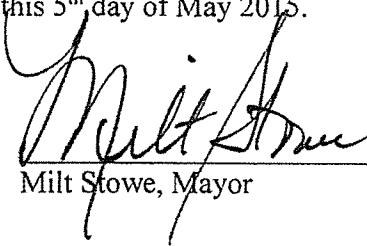
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

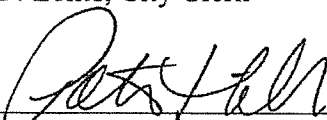
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance, 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 5<sup>th</sup> day of May 2015.

  
Milt Stowe, Mayor

ATTEST:  
John D. Lollis, City Clerk

  
By: Patrice Hildreth, Chief Deputy City Clerk

## TULARE COUNTY – CITY OF PORTERVILLE WELL AGREEMENT

THIS AGREEMENT is entered into this day of, May 10, 2016, between the COUNTY OF TULARE, referred to as COUNTY, and the CITY OF PORTERVILLE, referred to as CITY, with reference to the following:

- A. WHEREAS, East Porterville/Doyle Colony area properties within the COUNTY's jurisdiction and within the CITY's Urban Development Boundary are experiencing serious water shortages due to the historical drought conditions. Attached hereto as Exhibit 'A' is a map defining the East Porterville/Doyle Colony and Vandalia areas; and
- B. WHEREAS, CITY and COUNTY have been and are collaborating to jointly develop a new municipal water well; and
- C. WHEREAS, COUNTY shall secure complete funding for a new well to be solely owned, operated and maintained by the CITY for the purpose of providing long-term capacity to enable permanent water connections to properties that comply with CITY'S Annexation and Extension of Municipal Services policy, with certain exceptions for specific properties in excess of the maximum lot size. These procedures are defined by two Resolutions, 74-2014 and 19-2016, which are attached hereto as Exhibit 'B'; and
- D. WHEREAS, the COUNTY owns a parcel at the southeast corner of the Tule River and Olive Avenue (APN 240-120-017), represented in Exhibit 'C', and has drilled a municipal supply well, and will equip said well utilizing CITY standards, after which the COUNTY shall convey the land to CITY at a cost of \$1; and
- E. WHEREAS, CITY operates an existing municipal water system, with limited infrastructure already established in the East Porterville/Doyle Colony and Vandalia areas, and has experience and qualifications necessary to provide such services; and
- F. WHEREAS, CITY and COUNTY mutually agree that a regional, collaborative solution to leverage and expand CITY'S municipal water system into the East Porterville/Doyle Colony and Vandalia areas is the most feasible means to address the area's water needs; and
- G. WHEREAS, CITY is willing to enter into this Agreement with COUNTY upon terms and conditions set forth herein; and
- H. WHEREAS, CITY and COUNTY mutually understand that due to the limited resources of the CITY's municipal water system, all future connections must comply with the CITY's Annexation and Extension of Municipal Services policies, with certain exceptions for specific properties in excess of the maximum lot size, attached hereto and made a part thereof as Exhibit 'B'.

### ACCORDINGLY, IT IS AGREED:

- 1. **TERM:** This agreement shall become effective as of the date the agreement is fully executed by both agencies.
- 2. **SERVICES TO BE PERFORMED & PAYMENT FOR SERVICES – EQUIPPING MUNICIPAL WELL FACILITY:** Refer to attached Exhibit 'D'.

TULARE COUNTY AGREEMENT NO. 27596

3. **SERVICE TO BE PERFORMED IN PERPETUITY:** The services described below shall be performed in perpetuity upon completion of all tasks enumerated in Exhibit 'D' and upon COUNTY securing the funds for equipping the well to CITY standards and requirements:
- A. CITY shall provide to STATE and/or COUNTY, upon STATE and COUNTY's request, a maximum of three million (3,000,000) gallons of water per month upon integration of the well provided under this Agreement, for the purposes of meeting emergency water needs in COUNTY's jurisdiction. CITY shall not charge COUNTY or STATE for said water.
  - B. CITY shall utilize water produced by the well provided under this Agreement as source capacity for new service connections and agreements in East Porterville/Doyle Colony and Vandalia areas. CITY agrees to provide source water for up to four hundred twenty-three (423) new connections in the East Porterville/Doyle Colony area subject to the CITY'S Annexation and Extension of Municipal Services policies, with certain exceptions for specific properties in excess of the maximum lot size, and up to 80 new connections in the Vandalia area. The 423 new connections noted above are inclusive of those properties immediately adjacent to an existing water main, estimated at 40 parcels, which can be connected to the City's water system immediately upon execution of this agreement and the Memorandum(a) of Understanding between CITY, COUNTY, and STATE. Upon connection to CITY services, the listed properties will be exempt from payment of CITY water impact fees, but will be subject to standard fees, such as, but not limited to, water service and meter installation, unless otherwise financed by STATE or other funding sources, and associated monthly fees. This section shall not be construed to limit additional connections beyond the above referenced 503 properties provided for herein, where CITY provides consumption documentation that determines additional source capacity is available as a result of the connection of this well to CITY's system.
  - C. CITY expressly agrees to own, operate, maintain, repair and otherwise care for the well provided under this Agreement, in order to maintain it in proper working order and to the highest standard, for the duration of the well's useful life.
  - D. COUNTY shall grant the parcel on which the well is located to the CITY by Grant Deed at a cost of \$1 upon formal acceptance of the project. A 50-foot control zone around the well site is a requirement of the State Water Resources Control Board, Drinking Water Program, therefore establishing the minimum parcel size to be conveyed to the CITY. Existing COUNTY infrastructure may encroach through or conflict with the subject parcel and if so, ownership, maintenance, repair and replacement of these facilities shall transition to the City's responsibility by separate maintenance agreement upon acceptance of the project.
  - E. CITY shall not be entitled to compensation by COUNTY, or any State or Federal agency providing funding for the activities enumerated in Exhibit 'D', for any ongoing costs related to owning, operating, maintaining, repairing, or replacing this well. CITY and COUNTY expressly agree that CITY's ongoing compensation for such ongoing costs shall be the use of the well for CITY's use within its water system, unrestricted except as noted in "A"



above. No part of this paragraph shall be construed to limit or restrict in any way CITY's ability to seek any grant funding or collect rates and fees from users of CITY's water system.

- F. All recipients of water are subject to CITY water policies, such as, but not limited to, water conservation and watering schedules. Connections made as noted in "B" above may be subject to further water conservation thresholds as required by the STATE.

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

5. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY: County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare  
Administrative Building  
2800 W. Burrel Avenue  
Visalia, CA 93291

(Fax No.: (559) 733-6318 / Phone No. (559) 636-5005)

CITY: City Manager  
291 N. Main St.  
Porterville, CA 93257

(Fax No.: (559) 715-4013/ Phone No. (559) 782-7466)

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first class mail shall be deemed received on the fourth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

6. 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.
7. Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
8. This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. This Agreement is entered into and shall be performed in Tulare County, California. CITY waives the removal provisions of California Code of Civil Procedure Section 394.
9. The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party or either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.
10. The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

11. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court of other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.
12. Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to affect the purposes of this Agreement.
13. CITY expressly agrees that it will not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.
14. Insurance
15. Permit
16. Dispute Resolution: If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.
17. Indemnification: CITY shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by CITY or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against COUNTY alleging civil rights violations by CITY under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for CITY's failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

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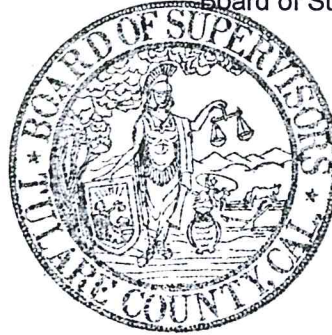
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

BY Mike Ennis  
Mike Ennis Chairman,  
Board of Supervisors



ATTEST: Michael C. Spata,  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By Danisa A. Ybana  
Deputy Clerk

Approved as to Form  
County Counsel

By M. Grice for LMT  
Deputy 20151902

CITY OF PORTERVILLE

BY Milt Stowe  
Milt Stowe, Mayor

ATTEST:  
City Clerk of the City of Porterville

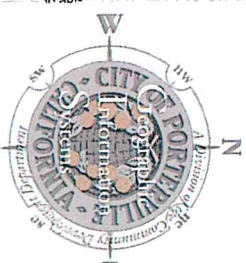
BY J. L. Lolis  
John Lolis, City Manager

Approved as to Form

BY [Signature]  
City Attorney

EXHIBIT 'A'





 East Porterville Project Boundary

### Parcels Within Project Boundary Area (1,776)

CityLimits

UDB

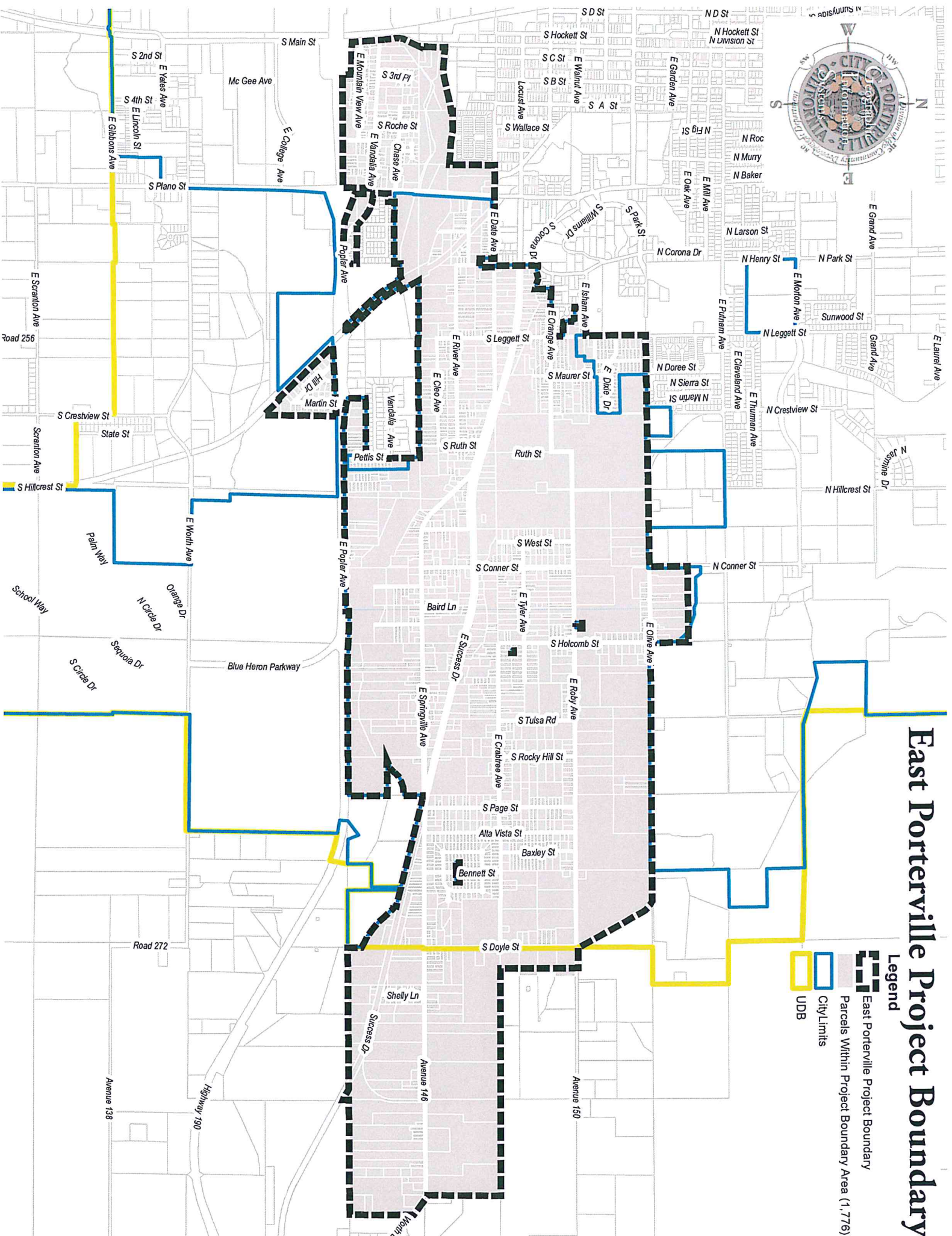


EXHIBIT 'B'

RESOLUTION NO. 74 -2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE DEFINING OBJECTIVES AND POLICIES FOR ANNEXATIONS AND MUNICIPAL SERVICES

WHEREAS: The City of Porterville established a policy concerning annexation and provision of municipal services in 1986, noting that “the City, in order to grow for reasons of economies of scale and quality of services must expand its boundaries within reason, generally encourages the owners of properties contiguous to the city of Porterville to annex to said City of Porterville”; and

WHEREAS: Since 1990, the population of the city of Porterville has increased 53% according to the California Department of Finance, and the land area of the city proper has increased by 38% according to City annexation records; and

WHEREAS: The City of Porterville accepts its responsibility to provide municipal services to those residents, businesses, and other land uses within the limits of the city. The City of Porterville has taken the position that the costs of all physical improvements within the city have been paid by property owners, and other taxes derived in the city, and, therefore, these same people should not be required to bear the expense of additional physical improvements needed to serve newly annexed areas.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby define the following objectives related to annexations and municipal services:

1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city, and where appropriate, to provide those services beyond the limits of the city within the Urban Development Boundary, and only in extreme cases to those properties beyond the Urban Development Boundary within the Urban Area Boundary.
3. To provide for land development and growth in a manner consistent with the General Plan, particularly as it relates to land use and circulation.
4. To consider an application upon its own merits, and identify what benefits would accrue to the City as an agency and service provider, to the residents of the city of Porterville, and to the applicant.
5. To identify the problems involved in any proposal considered for annexation or request for extra-territorial services and resolve them in the manner most beneficial to the properties within the city of Porterville.
6. To develop factual information to permit informed discussion between City representatives and property owners/residents of unincorporated territories.

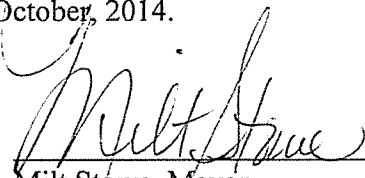
BE IT FURTHER RESOLVED, that the City Council of the City of Porterville does hereby establish the following policies for consideration of annexations and municipal services:

1. It shall be the policy of the City of Porterville to consider annexation proposals only within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County Local Area Formation Commission (LAFCo).



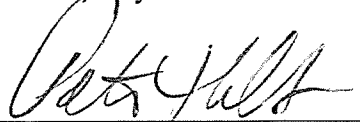
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville, only where necessary in order to respond to an existing or impending threat to public health or safety of affected residents, to consider extra-territorial service requests within the Urban Area Boundary, as adopted by City Council and identified on the City of Porterville Zoning Map.
4. It shall be the policy of the City of Porterville to consider annexation proposals and extra-territorial service requests in a manner consistent with the policies and regulations adopted by the Tulare County LAFCo and the State of California, as applicable.
5. It shall be the policy of the City of Porterville to discourage single-family one (1) lot annexation proposals that may have an adverse fiscal impact on the City of Porterville.
6. It shall be the policy of the City Council that territory shall not be annexed to the city of Porterville, which as a result of such annexation, unincorporated territory is completely surrounded, or substantially surrounded by the city of Porterville.
7. It shall be the policy of the City of Porterville that annexation proposals shall be in conformance with the Cortese-Knox-Hertzberg Act of 2000, as amended.
8. It shall be the policy of the City Council to consider each petition/consent for annexation upon its relationship to what economic benefits will accrue to the City of Porterville, and to the area residents/property owners.
9. It shall be the policy of the City Council that the costs of all physical improvements will be borne by the property owners/resident or developer.
10. It shall be the policy of the City of Porterville to maintain the viability of agricultural productivity; i.e. protecting and conserving as much agricultural land as possible in the area surrounding the Porterville community.
11. It shall be the policy of the City of Porterville that the applicant for annexation present proposals to the Project Review Committee and explain the particulars of the area under consideration for possible annexation, including a plan for services.
12. It shall be the policy of the City of Porterville to consider any requests for annexation or extra-territorial services in a manner consistent with the procedures adopted by resolution of the City Council.

PASSED, APPROVED AND ADOPTED this 21<sup>st</sup> day of October, 2014.

  
Milt Stowe, 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 regular meeting of the Porterville City Council duly called and held on the 21<sup>st</sup> day of October, 2014.

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

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

JOHN D. LOLLIS, City Clerk

  
By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION 19-2016

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

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

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

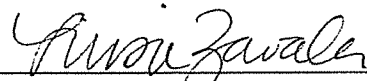
NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby amend existing procedures to submit application for municipal services, and to have said application(s) processed as outlined in Exhibit "A", attached. The exemption identified for the East Porterville Feasibility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

PASSED, APPROVED AND ADOPTED this 19<sup>th</sup> day of April, 2016.

  
\_\_\_\_\_  
Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

BY   
\_\_\_\_\_  
Luisa Zavala, Deputy City Clerk

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

## **ANNEXATION APPLICATION PROCEDURE**

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

## **ANNEXATION EXEMPTION PROCEDURE**

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

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

## **EXTRATERRITORIAL SERVICES APPLICATION PROCEDURE**

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

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

#### Within the Urban Development Boundary:

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

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

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

#### Within the Urban Area Boundary:

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

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

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

## **EXEMPTIONS AND EXCEPTIONS**

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

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

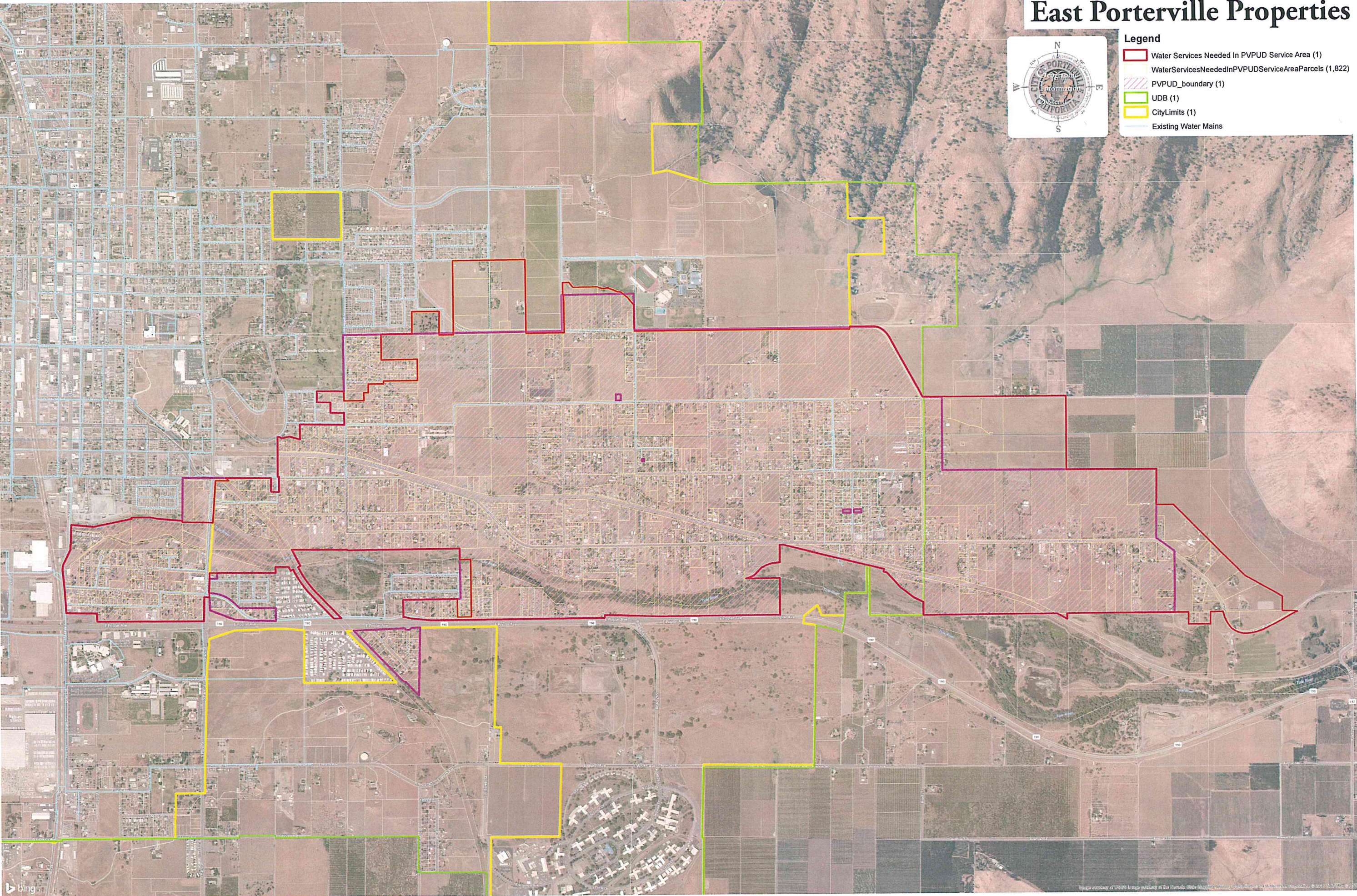
2. PRIOR APPROVALS: Porterville City Council approval of requests for connection to Regional Sewage Treatment, Municipal Water and/or Master Storm Drain Facilities as authorized prior to the adoption and effective date of the respective policies set forth herein shall remain valid and in force according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

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

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



# East Porterville Properties





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

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

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

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

JOHN D. LOLLIS, City Clerk

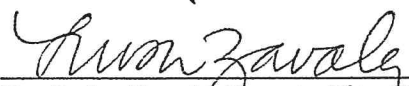
  
By: Luisa Zavala, Deputy City Clerk

EXHIBIT 'C'



EXHIBIT 'D'

### Scope of Work

| Task          | Description                                                 | Cost              |
|---------------|-------------------------------------------------------------|-------------------|
| 1.2           | Prepare Well Drilling Plans, Specifications, and Estimates  | \$468.00          |
| 3.2           | Prepare Well Equipping Plans, Specifications, and Estimates | \$1,526.00        |
| 5             | Ph. 1 Preconstruction Meeting                               | \$1,357.43        |
| <b>Total:</b> |                                                             | <b>\$3,351.43</b> |

Consulting Engineering work will be reimbursed directly to Dee Jaspar & Associates under Tulare County Agreement No. 1276, including the following Tasks:

|               |                                                             |                     |
|---------------|-------------------------------------------------------------|---------------------|
| Task 4.1      | Project Evaluations and Field Surveying                     | \$58,326.00         |
| Task 4.2      | Prepare Well Equipping Plans, Specifications, and Estimates | \$30,000.00         |
| Task 4.3      | Prepare and Assist with SCE Application & Telephone Service | \$5,000.00          |
| Task 4.4      | SCE Costs                                                   | \$15,000.00         |
| <b>Total:</b> |                                                             | <b>\$108,326.00</b> |



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 and title of the Secretary.

Thomas J. Vilsack  
Secretary

Enclosure



## Disaster Designation Areas for California and Contiguous States

### Primary Counties:

|                   |             |           |                |            |
|-------------------|-------------|-----------|----------------|------------|
| <b>California</b> | <b>(50)</b> |           |                |            |
| 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:

|                   |            |                 |            |
|-------------------|------------|-----------------|------------|
| <b>California</b> | <b>(8)</b> |                 |            |
| 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:

|                |            |         |             |
|----------------|------------|---------|-------------|
| <b>Arizona</b> | <b>(3)</b> |         |             |
| La Paz         | Mohave     | Yuma    |             |
| <b>Nevada</b>  | <b>(8)</b> |         |             |
| Clark          | Esmeralda  | Mineral | Washoe      |
| Douglas        | Lyon       | Nye     | Carson City |
| <b>Oregon</b>  | <b>(5)</b> |         |             |
| 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 1<sup>st</sup>, 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

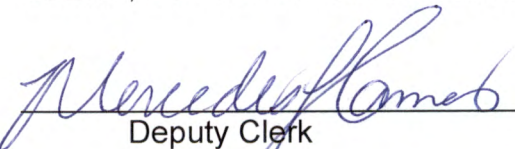
ABSTAIN: NONE

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**

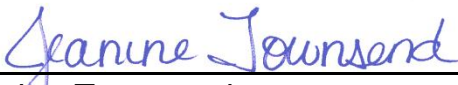
The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on January 4, 2022.

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



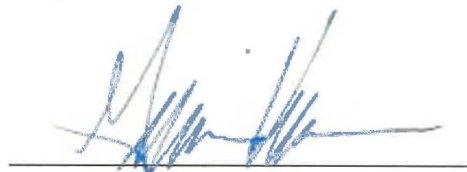
Groundwater Management Grant Program occurring on open and working lands to replenish and store water in groundwater basins that will help mitigate groundwater conditions impacted by drought, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Department of Water 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)

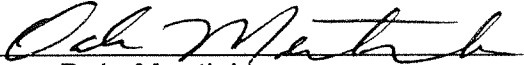
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This emergency action by the State Water Resources Control Board adopts a new regulation which requires urban water suppliers to submit preliminary supply and demand assessments to the Department of Water Resources and to implement Level 2 demand reduction 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<br><b>Z-</b> | REGULATORY ACTION NUMBER<br><b>2022</b> | EMERGENCY NUMBER<br><b>-0606-03E</b> |
|------------------|---------------------------------|-----------------------------------------|--------------------------------------|

For use by Office of Administrative Law (OAL) only

OFFICE OF ADMIN. LAW  
2022 JUN 6 PM 3:18

NOTICE

REGULATIONS

AGENCY WITH RULEMAKING AUTHORITY

State Water Resources Control Board

AGENCY FILE NUMBER (If any)

ENDORSED - FILED  
in the office of the Secretary of State  
of the State of California

JUN 10 2022

2:06 PM

## 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<br><input type="checkbox"/> Notice re Proposed Regulatory Action <input type="checkbox"/> Other                                                                                                    |  | 4. AGENCY CONTACT PERSON |                        | TELEPHONE NUMBER              | FAX NUMBER (Optional) |
| OAL USE ONLY<br><input type="checkbox"/> ACTION ON PROPOSED NOTICE<br><input type="checkbox"/> Approved as Submitted <input type="checkbox"/> Approved as Modified <input type="checkbox"/> Disapproved/Withdrawn |  | NOTICE REGISTER NUMBER   |                        | PUBLICATION DATE              |                       |

## B. SUBMISSION OF REGULATIONS (Complete when submitting regulations)

|                                                                             |                                                          |
|-----------------------------------------------------------------------------|----------------------------------------------------------|
| 1a. SUBJECT OF REGULATION(S)<br>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<br>(List all section number(s) individually. Attach additional sheet if needed.) | ADOPT<br>996 |
|                                                                                                      | AMEND        |
| TITLE(S)<br>23                                                                                       | REPEAL       |

## 3. TYPE OF FILING

|                                                                                                                     |                                                                                                                                                                                                                                                                             |                                                                                      |                                                                                             |
|---------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Regular Rulemaking (Gov. Code §11346)                                                      | <input type="checkbox"/> 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. | <input type="checkbox"/> Emergency Readopt (Gov. Code, §11346.1(h))                  | <input type="checkbox"/> Changes Without Regulatory Effect (Cal. Code Regs., title 1, §100) |
| <input type="checkbox"/> Resubmittal of disapproved or withdrawn nonemergency filing (Gov. Code §§11349.3, 11349.4) | <input type="checkbox"/> Resubmittal of disapproved or withdrawn emergency filing (Gov. Code, §11346.1)                                                                                                                                                                     | <input type="checkbox"/> File & Print                                                | <input type="checkbox"/> Print Only                                                         |
| <input checked="" type="checkbox"/> Emergency (Gov. Code, §11346.1(b))                                              |                                                                                                                                                                                                                                                                             | <input checked="" type="checkbox"/> 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)

|                                                                                                     |                                                                                 |                                                                  |                                                    |
|-----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|------------------------------------------------------------------|----------------------------------------------------|
| <input type="checkbox"/> Effective January 1, April 1, July 1, or October 1 (Gov. Code §11343.4(a)) | <input checked="" type="checkbox"/> Effective on filing with Secretary of State | <input type="checkbox"/> \$100 Changes Without Regulatory Effect | <input type="checkbox"/> Effective other (Specify) |
|-----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|------------------------------------------------------------------|----------------------------------------------------|

## 6. CHECK IF THESE REGULATIONS REQUIRE NOTICE TO, OR REVIEW, CONSULTATION, APPROVAL OR CONCURRENCE BY, ANOTHER AGENCY OR ENTITY

|                                                                            |                                                              |                                             |
|----------------------------------------------------------------------------|--------------------------------------------------------------|---------------------------------------------|
| <input type="checkbox"/> Department of Finance (Form STD. 399) (SAM §6660) | <input type="checkbox"/> Fair Political Practices Commission | <input type="checkbox"/> State Fire Marshal |
| <input type="checkbox"/> Other (Specify)                                   |                                                              |                                             |

|                                      |                                    |                       |                           |
|--------------------------------------|------------------------------------|-----------------------|---------------------------|
| 7. CONTACT PERSON<br>Garrett Lenahan | TELEPHONE NUMBER<br>(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

Digitally signed by Eric Oppenheimer  
Date: 2022.06.06 14:24:44 -0700

DATE

6/6/2022

TYPED NAME AND TITLE OF SIGNATORY

Eric Oppenheimer, Chief Deputy Director, State Water Resources Control Board

For use by Office of Administrative Law (OAL) only

AUTHORIZED FOR FILING AND PRINTING

JUN 10 2022

Office of Administrative Law

## ADOPTED EMERGENCY REGULATION TEXT

### Title 23. Waters

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

#### Chapter 3.5. Urban Water Use Efficiency and Conservation

#### Article 2. Prevention of Drought Wasteful Water Uses

### § 996. Urban Drought Response Actions

#### (a) As used in this section:

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Authority: Section 1058.5, Water Code.

References: Article X, Section 2, California Constitution; Sections 4080, 4100, 4110, and 4185, Civil Code; Section 8627.7, Government Code; Sections 102, 104, 105, 275, 350, 377, 491, 1058.5, 1122, 10608.12, 10617, 10632, and 10632.1, Water Code; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463; *Stanford Vina Ranch Irrigation Co. v. State of California* (2020) 50 Cal.App.5th 976

**EXECUTIVE DEPARTMENT  
STATE OF CALIFORNIA**

**EXECUTIVE ORDER N-5-23**

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

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

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

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

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

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

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

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

**WHEREAS** next winter's hydrology is uncertain and the most efficient way to preserve the State's improved surface water supplies is for Californians to continue their ongoing efforts to make conservation a way of life; and

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

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

**IT IS HEREBY ORDERED THAT:**

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



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

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

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

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

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

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

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

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

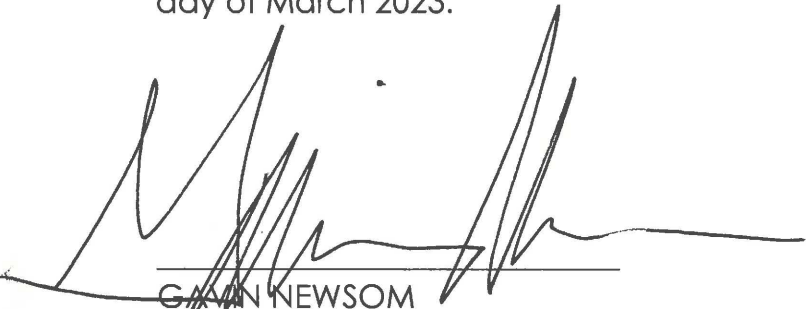
9. Paragraph 6 of my State of Emergency Proclamation dated May 10, 2021, and Paragraph 9 of my State of Emergency Proclamation dated July 8, 2021, are withdrawn and replaced with the following text:

To ensure critical instream flows for species protection in the Klamath River and Clear Lake watersheds, the State Water Resources Control Board (Water Board) and Department of Fish and Wildlife shall evaluate the minimum instream flows and other actions needed to protect salmon, steelhead, the Clear Lake Hitch, and other native fishes in critical streams systems in these watersheds and work with water users, tribes, and other parties on voluntary measures to implement those actions. To the extent voluntary actions are not sufficient, the Water Board, in coordination with the Department of Fish and Wildlife, shall consider emergency regulations to establish minimum instream flows to mitigate the effects of the drought conditions. For purposes of state agencies carrying out or approving any actions contemplated by this paragraph, Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division are suspended. Nothing in this Paragraph affects or limits the validity of actions already taken in the Klamath and Clear Lake watersheds or ongoing under Paragraph 6 of my State of Emergency Proclamation dated May 10, 2021, or Paragraph 9 of my State of Emergency Proclamation dated July 8, 2021.

**IT IS FURTHER ORDERED** that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

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

**IN WITNESS WHEREOF** I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 24th day of March 2023.

  
\_\_\_\_\_  
GAVIN NEWSOM  
Governor of California

**ATTEST:**

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





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## 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")

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- 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

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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](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 |

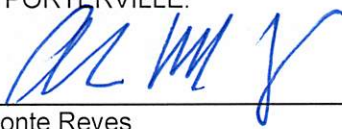
Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

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.

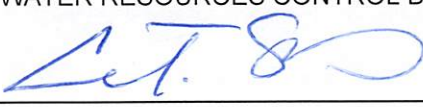
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

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 |
|----------------------------------------------------------------------------|-------------------------------------|-------------------|--------------------|
| <b>EXHIBIT A – SCOPE OF WORK</b>                                           |                                     |                   |                    |
| 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                |
| <b>EXHIBIT B – REIMBURSEMENTS, BUDGET DETAIL, AND REPORTING PROVISIONS</b> |                                     |                   |                    |
| 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](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](mailto: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](http://www.fgdc.gov).
- v. If the Recipient is a water system that serves 500 or fewer persons, the Recipient represents that it has considered publicly-owned wells as an alternative drinking water supply.
- w. The Recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- x. The Recipient agrees to immediately notify the Project Manager in writing about any allegation of research misconduct involving research activities that are supported in whole or in part with EPA funds under this Project, including fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, or ordering, advising, or suggesting that subordinates engage in research misconduct.
- y. The Recipient agrees to comply with, and require all contractors and subcontractors to comply with, EPA's Scientific Integrity Policy, available at <https://www.epa.gov/osa/policy-epa-scientific-integrity>, when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.
- z. The Recipient shall not suppress, alter, or otherwise impede the timely release of scientific findings or conclusions; intimidate or coerce scientists to alter scientific data, findings, or professional opinions or exert non-scientific influence on scientific advisory boards; knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty; or otherwise violate the EPA's Scientific Integrity Policy. The Recipient must refrain from acts of research misconduct, including publication or reporting, as described in EPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C, and must ensure scientific findings are generated and

disseminated in a timely and transparent manner, including scientific research performed by contractors and subcontractors.

- aa. The Recipient agrees to comply with the Animal Welfare Act of 1966 (7 USC 2131-2156). Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training," available at <http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples>.
- bb. The Recipient certifies that no Project Funds will be used on:
  - i. Video surveillance or telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
  - ii. Telecommunications or video surveillance services produced by such entities;
  - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; or
  - iv. Other telecommunications or video surveillance services or equipment in violation of [2 CFR 200.216](#).





## CITY COUNCIL AGENDA – FEBRUARY 6, 2024

**SUBJECT:** Consideration of Appointment to the Parks & Leisure Services Commission

**SOURCE:** Administrative Services

**COMMENT:** The Parks & Leisure Services Commission currently has a vacancy on the Parks and Leisure Services Commission, with the term to expire in October 2027. City staff is in receipt of one Request for Appointment which is provided herein for the City Council's consideration:

•Blain Smotherman

The Parks & Leisure Services Commission serves in an advisory capacity to the City Council on matters concerning Parks and Leisure Services, and is comprised of eight (8) members with staggered four (4) year terms. To be eligible for appointment, individuals must reside within the city of Porterville and represent a cross-section of the community. The Commission currently meets on the first Thursday of each month at 5:30 P.M. at City Hall. Staff has confirmed that the applicant's listed address is located within the City's boundaries.

**RECOMMENDATION:** That the City Council consider the appointment of Blain Smothermon to the Parks & Leisure Services Commission to serve the remainder of a four-year term to expire October 2027.

**ATTACHMENTS:** 1. Request for Appointment - Blain Smothermon

**Appropriated/Funded:**

**Review By:**

Department Director:  
Patrice Hildreth, City Manager

Final Approver: Patrice Hildreth, City Manager



# CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



Please complete all blanks.

Name: Blain Smothermon

(Please Print)

Appointment to: Parks & Leisure Services Commission

(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, Please provide:

Street Address:

Porterville, CA 93257

Mailing Address:

Porterville, CA 93257

Name of Business:

☐ Own

☐ Operate

Business Address:

Telephone: Home

Work

FAX

E-mail

RECEIVED

JAN 12 2024

CITY OF PORTERVILLE  
CITY MANAGER

City of Porterville Resident:

☒ Yes

☐ No

Select District:

☐ 1 ☐ 2 ☒ 3

☐ 4 ☐ 5

Registered Voter:

☒ Yes

☐ No

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Qualifications: (It is recommended that a resume or letter accompany this form.)

I am qualified to serve on The Parks and Leisure Services Commission because I am well equipped with the task of advising the City Council and the Director of Parks and Leisure Services on the management and control of parks, parkways, public grounds and leisure services based on the my background and expertise as a current Athletic Director who oversees various youth athletic programs and facilities. My role as an Athletic Director allows be to have insight and knowledge of athletic facilities, maintenance and grounds. I also oversee and manage large budgets and understand budgeting, finances and spending within a public organization.

Please tell us why you are interested in this position.

I am very interested in the Parks and Leisure Services Commission position because I believe that parks and public grounds are essential to the well-being of any community and I am passionate about contributing to the management and control of these spaces. I am excited about the opportunity to serve in an advisory capacity to the City Council and the Director of Parks and Leisure Services, providing my expertise and input on how to best manage and maintain these spaces for the benefit of all residents of Porterville.

I am also attracted to the idea of serving on a commission that is appointed by the City Council, as I see this as an opportunity to work closely with local government officials and be involved in important decision-making processes that affect the community. The prospect of serving a four-year term is very appealing to me, as it would allow me to make a lasting impact on the management of parks and public grounds in Porterville.

Overall, I am excited about the opportunity to serve on the Parks and Leisure Services Commission and contribute to the management and control of parks, parkways, public grounds and leisure services in the city of Porterville. I believe that my passion for this issue, combined with my expertise and dedication in the field of athletics as the current Athletic Director for Burton, would make me an asset to the commission and to the city as a whole.

☒ Resume attached

☒ Letter of request attached

Submitted By: Blain Smothermon

01/09/24

Date

---

Received by: \_\_\_\_\_

Forwarded to: City Clerk

☐ Date: \_\_\_\_\_

City Council

☐ Date: \_\_\_\_\_

Staff Liaison

☐ Date: \_\_\_\_\_

Tentative Council Mtg Date: \_\_\_\_\_

**Blain Smothermon**

Porterville, California 93257

**Objective**

Seeking a position to expand my knowledge and contribute the skills I possess in the field of education and Athletics.

**Education**

- **National University, La Jolla, CA** February 2021  
Masters of Arts, Educational Leadership (GPA 3.89)
- **National University, La Jolla, CA** February 2021  
Single Subject Teaching Credential (GPA 3.89)
- **California State University, Fresno** May 2017  
Bachelor of Arts, Political Science (GPA 3.51)
- **Porterville College, Porterville** May 2015  
Associates of Arts, Social Science (GPA 3.85)
- **Monache High School, Porterville** May 2013  
High School Diploma

**Experience**

- **7<sup>th</sup> Grade World History/7th Grade GATE Teacher/ Track & Field Coach** July 2018 - Present  
Burton Middle School – Burton School District – Porterville, CA
  - Burton Middle School Gate Teacher for Social Studies and enrichment programs.
  - Direct the learning procedure in the direction of accomplishing curriculum objectives and goals as implied in the lesson plans for projects, lessons or units assigned
  - Make use of instructional procedures and materials which are most suitable for attaining lesson goals
  - Go through the attendance according to the procedures of the school
  - Adhere to all procedures, guidelines, and policies followed by regular teachers in line with recommended teaching procedure
  - Ensure a sustainable relationship with parents, pupils, school personnel and members of the public by communicating in a confidential, polite and refined manner.
- **Burton Athletic Program Coordinator - K-12 Wrestling and Track & Field** July 2022 - Present
  - Proposed and got approved a \$400,000 grant for youth wrestling program
  - Proposed and got approved a \$400,000 grant for Track & Field program
  - Coordinated and developed a youth wrestling program with over 100 youth members
  - Coordinated and developed a youth Youth Track & Field Program with over 120 athletes
  - Proposed a \$1.5 million dollar All Weather Track and Field facility

- Proposed a \$1.2 million dollar Artificial Turf football and soccer field
- Proposed a \$125,000 Maple Hardwood indoor replacement indoor court
- Proposed a \$350,000 stadium lightning project
- Proposed a weight room and athletic training facility for Burton's Youth Athletic Programs
- Managing and planning large banquet events.

- **Director of Athletics**

July 2021 - Present

Burton School District – Porterville, CA

- Prepare budgets for athletic programs and allocate athletic funds.
- Provide leadership and guidance for sports activities and programs.
- Supervise purchase and maintenance of athletic equipment and facilities.
- Ensure compliance with government rules and league policies.
- Act as a liaison with selectors, leagues and government agencies.
- Coordinate with Coaches on team travel, game scheduling and practice sessions.
- Prepare and present reports on team performance and needs for improvement.
- Mediate any disputes arising between Coaches and Athletes.
- General operations of athletic programs and sports teams, including coordinating with other sports programs and athletic leagues.
- Preparing departmental budgets, hiring and training coaches and creating schedules for training and sports matches.
- Managing and planning large banquet events.
- Working with local, state and national suppliers and vendors.

- **Chief Executive Officer/ Founder, Freedom First America**

July 2020 - Present

Freedom First America – Porterville, CA

- Assure that the organization has a long-range strategy which achieves its mission, and toward which it makes consistent and timely progress.
- Provide leadership in developing program, organizational and financial plans with the Board of Directors and staff, and carry out plans and policies authorized by the board.
- Promote active and broad participation by volunteers in all areas of the organization's work.
- Maintain official records and documents, and ensure compliance with federal, state and local regulations.
- Maintain a working knowledge of significant developments and trends in the field.
- Communicate and see that the board is kept fully informed on the condition of the organization and all important factors influencing it.
- Publicize the activities of the organization, its programs and goals.
- Establish sound working relationships and cooperative arrangements with community groups and organizations.
- Represent the programs and point of view of the organization to agencies, organizations, and the general public.
- Be responsible for the recruitment, employment, and release of all personnel, both paid staff and volunteers.
- Ensure that job descriptions are developed, that regular performance evaluations are held, and that sound human resource practices are in place.
- See that an effective management team, with appropriate provision for succession, is in place.
- Encourage staff and volunteer development and education, and assist program staff in relating their specialized work to the total program of the organization.
- Maintain a climate which attracts, keeps, and motivates a diverse staff of top quality people.
- Be responsible for developing and maintaining sound financial practices.
- Work with the staff, Finance Committee, and the board in preparing a budget; see that the organization operates within budget guidelines.

- Ensure that adequate funds are available to permit the organization to carry out its work.
- Jointly, with the president and secretary of the board of directors, conduct official correspondence of the organization, and jointly, with designated officers, execute legal documents.

- **Host/Founder of “Quest for Success”** July 2022 - Present  
 Quest for Success Headquarters – Porterville, CA (Main Athletics)
  - Planning and preparing episode topics and interview questions
  - Hosting and recording the episodes with a co-host or guest.
  - Writing show notes and research for each episode.
  - Oversee Production of episodes and pitch in fresh ideas for shows.
  - Guest Research and Scheduling
  - Finding guests who can share their expertise or experiences based on the episode’s topics.
  - Find interesting people that will help to increase the number of podcast followers.
  - booking and scheduling
  - Video and audio editing
  - Publishing finished episodes
  - Photography and video production
  - Digital marketing
  - Directing and marketing for Social media
  - Creating digital artwork
  - Creating a good team atmosphere
- **Host/Founder of “The Freedom First Podcast”** July 2020 - Present  
 The Freedom First Podcast – Porterville, CA
  - Planning and preparing episode topics and interview questions
  - Hosting and recording the episodes with a co-host or guest.
  - Writing show notes and research for each episode.
  - Oversee Production of episodes and pitch in fresh ideas for shows.
  - Guest Research and Scheduling
  - Look for guests who can share their expertise or experiences based on the episode’s topics.
  - Find interesting people that will help to increase the number of podcast followers.
  - booking and scheduling
  - Video and audio editing
  - Publishing finished episodes
  - Photography and video production
  - Digital marketing
  - Directing and marketing for Social media
  - Creating digital artwork
  - Creating a good team atmosphere
- **K-6 Certificated Substitute Teacher** Sept 2017 – June 2018  
 Magnolia School District – Anaheim, CA
- **K-8 Certified Substitute Teacher** August 2017 – June 2018  
 Fullerton School District – Fullerton, CA
- **K-12 Certified Substitute Teacher** September 2016 – June 2017  
 Fresno Unified School District – Fresno, CA
- **Student Intern** August 2016 – November 08, 2016  
 David Valadao for Congress - Fresno, CA
- **Student Intern** October 2016 – November 08, 2016  
 Fresno County Political Party – Fresno, CA



- Participated in field research and created field presence
- Phone banking and canvassing
- Conducting surveys for the campaign
- Conducted research and performed data analysis.

- **California Teaching Fellows Foundation Teacher**

August 2015 – December 2015

Central Unified School District, Fresno, CA

- Tutoring a class of 25+ students with daily homework
- Teaching an academic course of math and English for 25+ students
- Creating lesson plans for enrichment and academics every 6 weeks
- Supervising 20-100 students in various settings indoors and outdoors
- Planning and setting up activities such as sports and leadership programs
- Teaching a tablet course where I successfully helped 25 students set up and use their tablets for studies

- **Monache High School Varsity Football Assistant Coach**

February 2014 – December 2015

Porterville Unified School District, Porterville, CA

- Outside Linebackers coach
- Helping implement game plans and develop players for their specific positions
- Assisting the players academically by tutoring and creating effective study habits. Developing 3 sophomores to start at the varsity level.
- Helped two varsity sophomores make the All-EYL team in their first year on the varsity squad

## **Summary of Skills**

- Emcee & Hosting skills for events
- Budgeting and grant writing
- Video and audio production
- Organizing and overseeing athletic facilities including grounds and maintenance
- Producing, editing and hosting podcast interviews
- Final Cut Pro proficiency
- Directing and organizing Athletic events and programs
- Organizing and overseeing program budgets
- Athletic leadership and sportsmanship training
- Coaching – Track & Field, Football
- CSET Skills Test – Social Science
- Substitute Teaching Permit for Prospective Teachers – 30 Day Emergency Permit
- CBEST Skills Test Credentials
- Excellent oral, written, and interpersonal communication skills
- Proven ability to work independently as well as team member
- Analytical and problem-solving abilities, organized, detail oriented, meticulous
- Ability to create an efficient working relationship with other personnel
- Self - motivated, responsible, efficient, and goal driven
- Proficient with Excel, Google Drive, Microsoft Word, Google Slides, Apple, etc...
- CPR Certified
- Training in Gate Education

- Depth and Complexity Prompts by Sandra Kaplan and California Association for the Gifted
- Held Professional Development in Social Science Writing – Compare & Contrast Writing
- Apple Training

## **Community Service**

- Church of Nazarene
- Organizing Adopt an Angel Event
- Monache High School Girls Basketball Sponsor
- Freedom First America Non Profit
- Organizing community events: Backpack Drive, Community beautification, fundraisers
- Red Cross Volunteer
- Lee Brand for Fresno Mayor, Campaign Volunteer
- Fresno Poverello House Volunteer
- California Primary election official for the County of Fresno
- Kids Day – Selling the Fresno Bee for Valley Children’s Hospital
- Fish and Game Wildlife Volunteer
- River Tree Volunteer Cleanup-San Joaquin River Volunteer
- Family Crisis Center Volunteer
- Helping Hands, Porterville, CA

## **Honors/ Positions Held**

- Director, Burton Hype Squad August 2021 - Present
- Program Coordinator, Burton Track & Field Program July 2021 - Present
- Program Coordinator, Burton Wrestling Program July 2021 - Present
- Member, Ethnic Studies Committee November 2021 - Present
- Founder, Freedom First America July 2020 - Present
- Chief Executive Officer, Freedom First America July 2020 - Present
- Director, Burton School District Athletics August 2021 - Present
- Member, American Motorcycle Association January 2007 - Present
- Member, AMA District 37 January 2007 - Present
- Member, Church of Nazarene
- Member, Burton Network Improvement Community 2020 - 2021
- Member, Burton Middle School Committee for Community and Event Planning 2020 - 2021
- Member, Burton School District Gate Education 2020 - 2022
- Coordinator, 8<sup>th</sup> Grade UCDC trip to New York and Washington DC
- Member, Burton Elementary Teachers Association
- Member, California Teachers Association
- Senator for College of Social Sciences 2016-2017
- Senator for Student Affairs 2015-2016
- Vice Chair, Fresno State ASI Legal Committee August 2016 – January 2017
- Congressional Letter of Recommendation – David Valadao

- Recipient, Dean's List, Fresno State (Spring 2016) June 2016
- Recipient, John Reid Memorial Transfer Scholarship April 2015
- Recipient, Jon Regier Memorial Scholarship April 2015
- Member, Phi Theta Kappa Honor Society, Porterville College April 2015
- Recipient, President Honor List, Porterville College, (3 Semesters)
- Recipient, CCPOA Scholarship June 2014/2015
- Recipient, Honor Roll, Monache High School, (8 Semesters)
- Recipient, FFA American Degree October 2014
- Member, Sigma Alpha Lambda Honor Society March 2016
- Member, Fresno State Student California Teachers Association Sept. 2015
- Member, Young College Political Party, Fresno State May 2016 - Present

**\*References available upon request**



## CITY COUNCIL AGENDA – FEBRUARY 6, 2024

**SUBJECT:** Consideration of Adoption of Draft Resolution of the City Council of the City of Porterville Affirming its Commitment to the Principles of Liberty and Medical Freedom

**SOURCE:** City Attorney

**COMMENT:** At the meeting on January 16, 2024, the City Council provided input concerning a draft Resolution to affirm the City's commitment to individual liberty and medical freedom and directed staff to provide an additional revision to the draft resolution for consideration at the February 6, 2024 City Council meeting. The further-revised draft resolution is attached for the City Council's consideration.

The City Council may consider and adopt this Resolution as currently proposed or further revised, and/or may consider other action, such as revising and converting the Resolution to a Proclamation that can be approved by the Council or, alternatively by specific council members.

**RECOMMENDATION:** That the City Council consider the draft Resolution of the City Council of the City of Porterville Affirming its Commitment to the Principles of Liberty and Medical Freedom.

**ATTACHMENTS:**

1. Draft Resolution
2. Draft Resolution - Redline Version

**Appropriated/Funded:**

**Review By:**

Department Director:  
Julia Lew, City Attorney

Final Approver: Patrice Hildreth, City Manager

RESOLUTION NO. \_\_\_\_ - 2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE  
AFFIRMING ITS COMMITMENT TO THE PRINCIPLES OF INDIVIDUAL LIBERTY AND  
MEDICAL FREEDOM

WHEREAS, the City Council of the City of Porterville believes the principles of individual liberty and bodily integrity are fundamental to a free and just society, and furthermore are protected by the Federal Constitution and the Constitution of the State of California;

WHEREAS, the City Council recognizes, to the fullest extent permitted by applicable law, the fundamental rights of individuals to make informed medical decisions, including the right to choose or refuse medical treatments and interventions;

WHEREAS, the City Council recognizes that the United States and State of California have enacted laws aimed to safeguard medical liberties, and preventing discrimination in personal health choices, as exemplified by the federal Health Insurance Portability and Accountability Act (HIPPA) and the California Confidentiality of Medical Information Act (CMIA);

WHEREAS, the City Council believes that, to the fullest extent permitted by law, the residents of the City of Porterville should be entitled to make their own medical choices, free from coercion, discrimination, or undue interference;

WHEREAS, the COVID-19 pandemic and other public health emergencies have raised important questions about the balance between public health orders and individual rights; and

WHEREAS, it is the responsibility of the City of Porterville to respect and protect the constitutionally-protected rights and freedoms of its residents, in accord with law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville as follows:

1. The City affirms its commitment to the constitutionally protected individual liberty and medical freedom.
2. To the fullest extent permitted by law, the City Council finds that every adult resident of Porterville has the right to make their own informed medical decisions, including the right to consent to or decline medical treatments and interventions, free from coercion, discrimination, or illegal interference.
3. The City of Porterville will not engage in illegal discrimination against individuals based on their vaccination or medical status, and will respect the privacy of individuals' medical information to the extent protected by law.

4. The City of Porterville recognizes the importance of legally established public health measures to promote public health, and to protect the community during public health emergencies.
5. The City of Porterville commits to its residents that it will refuse to follow directives that have been determined to unlawfully infringe upon constitutionally protected rights.
6. The City of Porterville encourages open and respectful dialogue on medical issues affecting the City and the protection of the public health of the Porterville community, fostering understanding and cooperation among its residents through constitutionally protected free speech and open dialog, without illegal censorship.
7. The City of Porterville will continue to monitor and adapt its policies and practices to protect the rights and freedoms of its residents while also addressing public health concerns, as required by law.
8. This resolution is hereby enacted by the City Council of the City of Porterville, and it shall serve as an affirmation of the City Council's commitment to the principles of individual liberty and medical freedom.

PASSED, APPROVED AND ADOPTED this 6th day of February, 2024.

\_\_\_\_\_  
Martha A. Flores, Mayor

///

ATTEST:  
Patrice Hildreth, City Clerk

By: \_\_\_\_\_  
Fernando Gabriel-Moraga, Acting Chief Deputy City Clerk



RESOLUTION NO. \_\_\_\_\_- 2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE  
AFFIRMING ITS COMMITMENT TO THE PRINCIPLES OF INDIVIDUAL LIBERTY AND  
MEDICAL FREEDOM

WHEREAS, the City Council of the City of Porterville believes the principles of individual liberty and bodily integrity are fundamental to a free and just society, and furthermore are protected by the Federal Constitution and the Constitution of the State of California;

WHEREAS, the City Council recognizes, to the fullest extent permitted by applicable law, the fundamental rights of individuals to make informed medical decisions, including the right to choose or refuse medical treatments and interventions;

WHEREAS, the City Council recognizes that the United States and State of California have enacted laws aimed to safeguard medical liberties, and preventing discrimination in personal health choices, as exemplified by the federal Health Insurance Portability and Accountability Act (HIPPA) and the California Confidentiality of Medical Information Act (CMIA);

WHEREAS, the City Council believes that, to the fullest extent permitted by law ~~including but not limited to the Federal and State Constitutions~~, the residents of the City of Porterville should be entitled to make their own medical choices, free from coercion, discrimination, or undue interference;

WHEREAS, the COVID-19 pandemic and other public health emergencies have raised important questions about the balance between public health orders and individual rights; and

WHEREAS, it is the responsibility of the City of Porterville to respect and protect the constitutionally-protected rights and freedoms of its residents, in accord with ~~applicable~~ law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville as follows:

1. The City affirms its commitment to the constitutionally protected individual liberty and medical freedom.
2. To the fullest extent permitted by law, the City Council finds that every adult resident of Porterville has the right to make their own informed medical decisions, including the right to consent to or decline medical treatments and interventions, free from coercion, discrimination, or illegal interference.
3. The City of Porterville will not engage in illegal discrimination against individuals based on their vaccination or medical status, and will respect the privacy of individuals' medical information to the extent protected by law.

4. The City of Porterville recognizes the importance of legally established public health measures to promote public health, and to protect the community during public health emergencies.
5. The City of Porterville commits to its residents that it will refuse to follow directives that have been determined to unlawfully infringe upon constitutionally protected rights.
6. The City of Porterville encourages open and respectful dialogue on medical issues affecting the City and the protection of the public health of the Porterville community, fostering understanding and cooperation among its residents through constitutionally protected free speech and open dialog, without illegal censorship.
7. The City of Porterville will continue to monitor and adapt its policies and practices to protect the rights and freedoms of its residents while also addressing public health concerns, as required by law.
8. This resolution is hereby enacted by the City Council of the City of Porterville, and it shall serve as an affirmation of the City Council's commitment to the principles of individual liberty and medical freedom.

PASSED, APPROVED AND ADOPTED this 6th day of February, 2024.

\_\_\_\_\_  
Martha A. Flores, Mayor

///

ATTEST:

Patrice Hildreth, City Clerk

By: \_\_\_\_\_  
Fernando Gabriel-Moraga, Acting Chief Deputy City Clerk



## CITY COUNCIL AGENDA – FEBRUARY 6, 2024

SUBJECT: Consideration of the Wall of Fame Policy

SOURCE: Parks and Leisure Services

COMMENT: The Wall of Fame was established at the Heritage Center in February 2004. The first two individuals, Frank "Buck" Shaffer and Carmen Martinez Eoff, were inducted into the Wall of Fame in 2007.

Initially, the Wall of Fame Placement Procedure was introduced with the following guidelines:

1. Honoree will be posthumously recognized for their significant efforts and service to the Porterville community.
2. The City Council will determine the appropriateness of each nomination for placement on the Wall of Fame.
3. Only the Mayor and members of the City Council may submit nominations for this honor.
4. The honor of recognition on the Wall of Fame shall be for a period of five (5) years.
5. The City Council may, at its discretion, consider at any time the removal of the honor.

On December 17, 2013, the City Council approved the following amendments which makes up the current policy:

1. The Wall of Fame honoree does not have to be deceased.
2. Each City Council member may select no more than one honoree annually.
3. Honoree photos are to be displayed permanently. Display frames are to be added when more photo space is needed.
4. Biographies of the honorees are to be consolidated into a book to be displayed at the Wall of Fame in order to create more space for honoree photos.
5. Honorees must have lived in the Porterville area for a minimum of 15 years.
6. The honoree may not currently be serving as an elected official.

In 2020, the Wall of Fame display moved from the Heritage Center to City Hall. A QR code that links to the City's Wall of Fame page on its website replaced the book with the biographies of all the honorees. There are sixty-nine

(69) individuals who have been inducted into the Wall of Fame since its inception in 2007.

Staff received an inquiry concerning the potential selection of fallen Fire Captain Raymond Figueroa and Firefighter Patrick Jones. Because of restrictions in the criteria, each Council Member is only permitted one selection per year, and additionally, each honoree must have resided in the Porterville area for a minimum of 15 years. Due to these restrictions, the concept of permitting a one-time exception to the Wall of Fame criteria was mentioned so as to provide the opportunity to honor fallen fire personnel.

The Council could consider a one-time exception to allow for their inclusion on the Wall of Fame, or in the alternative, the Council could consider formally amending the Wall of Fame Policy.

RECOMMENDATION: That the City Council consider the Wall of Fame Policy and provide direction to staff.

ATTACHMENTS: 1. Wall of Fame Placement Procedure  
2. WOF Honorees through 2023

Appropriated/Funded:

Review By:

Department Director:  
Donnie Moore, Parks and Leisure Services Director

Final Approver: Patrice Hildreth, City Manager

## **HERITAGE COMMUNITY CENTER "WALL OF FAME" PLACEMENT PROCEDURE**

The "Wall of Fame" is a portion of the hallway wall within the Porterville Heritage Center, located at 256 E. Orange Avenue. Those who are honored on the "Wall of Fame" are posthumously recognized for their significant efforts and service to the Porterville community. The City Council will determine the appropriateness of each nomination for placement on the "Wall of Fame". Recognition shall consist of a framed five by seven inch portrait and bronze engraved name plate of common and similar style to the "Mayor's Wall of Honor" within City Hall.

Only the Mayor and members of the City Council may submit nominations for this honor. The nomination shall be in writing to the City Clerk stating the type and duration of services the nominated individual provided to the Porterville community prior to their passing. A nomination shall identify a sponsoring contact person willing to assume responsibility for supplying the framed portrait and nameplate, and who shall be responsible for all cost of such. All nominations will be retained by the City Clerk and placed on the agenda for consideration by the City Council at their first regular meeting held in each calendar year.

The City Council shall make the sole determination regarding the worthiness of the nominated individual's service to the heritage of the community in regards to the honor of being included for placement on the "Wall of Fame". The honor of recognition on the "Wall of Fame" shall be for a period of five (5) years, at which time the portrait will be returned to the sponsoring contact person. The City Council may at its discretion, consider at any time the removal of the honor and return of the portrait to the sponsor.

## *City of Porterville Wall of Fame Honorees*

|                                  |      |                                    |      |
|----------------------------------|------|------------------------------------|------|
| <i>Carmen Martinez Eoff</i>      | 2007 | <i>Michael R. Garcia</i>           | 2017 |
| <i>Frank "Buck" Shaffer</i>      | 2007 | <i>Bob Perez</i>                   | 2017 |
| <i>Edward B. "Ted" Cornell</i>   | 2008 | <i>Jim Winton</i>                  | 2017 |
| <i>Jim Maples</i>                | 2010 | <i>Richard B. Hatfield</i>         | 2018 |
| <i>Roy Rockholt</i>              | 2010 | <i>Todd 'Hoss' McNutt</i>          | 2018 |
| <i>James Cone</i>                | 2011 | <i>Teddy Wong</i>                  | 2018 |
| <i>Mona Gauger</i>               | 2011 | <i>Denise Howell Marchant</i>      | 2019 |
| <i>Brett Land</i>                | 2011 | <i>Raymond Camarena</i>            | 2019 |
| <i>Forrest 'Doc' Mock</i>        | 2011 | <i>Doug Webb</i>                   | 2019 |
| <i>Alice Seal</i>                | 2011 | <i>Grace Muñoz Rios</i>            | 2019 |
| <i>Estha Mae Hinton</i>          | 2012 | <i>James Kusserow</i>              | 2019 |
| <i>Teresa Jackson</i>            | 2012 | <i>Linda M. Camarena</i>           | 2020 |
| <i>William Rogers</i>            | 2012 | <i>Joe Carrillo, Jr.</i>           | 2020 |
| <i>Orlin and Louise Shires</i>   | 2012 | <i>Roberto da la Rosa, Sr.</i>     | 2020 |
| <i>Waltraut Wilson</i>           | 2012 | <i>Jim Holly</i>                   | 2020 |
| <i>Mary Hamner Baker</i>         | 2013 | <i>Joe Ruiz, Jr.</i>               | 2020 |
| <i>Robert Decker Christenson</i> | 2013 | <i>Janice Castle</i>               | 2021 |
| <i>Cyrille Faure</i>             | 2013 | <i>Teresa A. de la Rosa-Garcia</i> | 2021 |
| <i>Vivian Josten Lucey</i>       | 2013 | <i>Jeff Edwards</i>                | 2021 |
| <i>Emogene McCullar</i>          | 2013 | <i>Virginia R. Gurrola</i>         | 2021 |
| <i>George Overcash</i>           | 2013 | <i>Gang Sue</i>                    | 2021 |
| <i>Clara Wilcox Rutherford</i>   | 2013 | <i>Nicki Edwards</i>               | 2022 |
| <i>Lester James Hamilton</i>     | 2014 | <i>Cynthia Garcia Brown</i>        | 2022 |
| <i>William 'Bill' Horst</i>      | 2014 | <i>Daniel Hackey</i>               | 2022 |
| <i>Guy Huffaker</i>              | 2014 | <i>George Tanimoto</i>             | 2022 |
| <i>Marlene Marquez</i>           | 2014 | <i>Barbara Wong Sue</i>            | 2022 |
| <i>Monte Moore</i>               | 2014 | <i>Don Dowling</i>                 | 2023 |
| <i>Theodore Ensslin</i>          | 2015 | <i>David Gong</i>                  | 2023 |
| <i>Pete V. McCracken</i>         | 2015 | <i>Cameron James Hamilton</i>      | 2023 |
| <i>Myron Wilcox</i>              | 2015 | <i>Maria Christina Roman</i>       | 2023 |
| <i>Gilbert Yniguez</i>           | 2015 | <i>Milt Stowe</i>                  | 2023 |
| <i>Judith A. Gibbons</i>         | 2016 |                                    |      |
| <i>James E. Howell</i>           | 2016 |                                    |      |
| <i>Philip D. Hunter</i>          | 2016 |                                    |      |
| <i>Judge Glade F. Roper</i>      | 2016 |                                    |      |
| <i>Steven E. Tree</i>            | 2016 |                                    |      |
| <i>Elva Beltran</i>              | 2017 |                                    |      |
| <i>Joseph Faure, Jr.</i>         | 2017 |                                    |      |





## CITY COUNCIL AGENDA – FEBRUARY 6, 2024

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 January 16, 2024, the Council reviewed and acted to renew the emergency declaration. Staff continues to work with FEMA for resolution of the City's claims and will continue to work to identify a timeline and critical path forward.

### Chronology:

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. Resolution No. 15-2023
15. Rescue Source & Rescue 3 Invoice: Water Rescue Equipment
16. Royal Restrooms Invoice: Mobile Shower-Restroom Units
17. Rain for Rent Pump Invoice
18. Mike Clark Trucking Invoice
19. TopKnotch Security, Inc. Agreement
20. Good Guard Security, Inc. Agreement
21. Municipal Code Chapter 9 - Civil Defense and Disaster
22. Armory Census Report
23. California Government Code 8558

**Appropriated/Funded:**

**Review By:**

Department Director:  
Patrice Hildreth, City Manager

Final Approver: Patrice Hildreth, 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 13<sup>th</sup> 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 13<sup>th</sup> 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 17<sup>th</sup> 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 13<sup>th</sup> 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 17<sup>th</sup> 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:

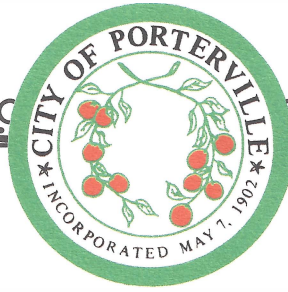
Fernando Gabriel-Moraga, Deputy City Clerk

## Police Department

350 North "D" Street  
Porterville, CA 93257  
(559) 782-7400/FAX (559) 784-1070  
[www.PortervillePolice.com](http://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](http://TulareCounty.CA.gov/emergencies).

A Temporary Evacuation point has been set up at Porterville College, 100 E College Avenue. Thank you.

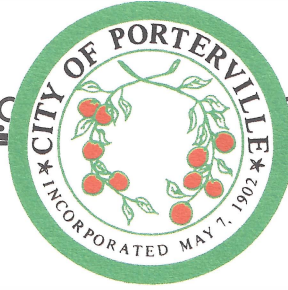
Jake Castellow  
Chief of Police

## 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](https://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.



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GAVIN NEWSOM  
Governor of California

**ATTEST:**

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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.

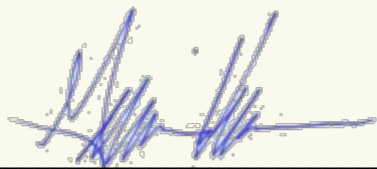
The Water Board shall post on its internet website all reports received pursuant to this subparagraph.

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

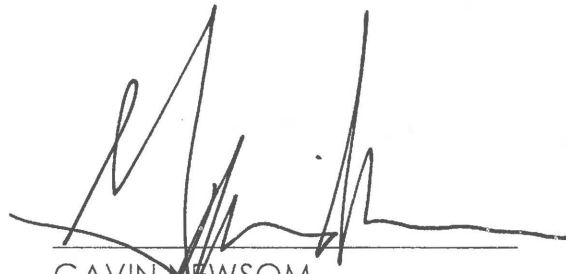


and period of employment for such appointments will be determined by the Office of Emergency Services but shall not extend beyond the termination date of the State of Emergency.

**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

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## 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<br>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 10<sup>th</sup> 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® Dog<sup>1</sup> 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

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electronically or by facsimile as if the original had been received.

THE PARTIES, having read and considered the above provisions, indicate their Agreement by their authorized signatures below.

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

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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". The signature is fluid and cursive, with a long, sweeping underline.

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 10<sup>th</sup> 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® Dog<sup>1</sup> 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

|                    |               |
|--------------------|---------------|
| <b>Notice Date</b> | 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/

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**Deanne Criswell,**

*Administrator,*

*Federal Emergency Management Agency.*

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Last updated July 14, 2023

[Return to top](#)

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**Grants**

---

**Floods & Maps**

---

**Emergency Management**

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**National  
Terrorism  
Advisory  
System**



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.

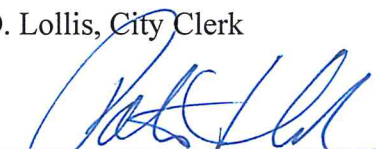
**PASSED, APPROVED AND ADOPTED** this 4<sup>th</sup> day of April, 2023.



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 4<sup>th</sup> 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

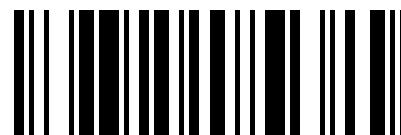
By:   
Fernando Gabriel-Moraga, Deputy City Clerk

# 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<br>40 W CLEVELAND<br>PORTERVILLE, CA 93257<br>Phone: 559-782-7526<br>Email: jrodriguez@ci.porterville.ca.us | PORTERVILLE FIRE DEPARTMENT<br>40 W CLEVELAND<br>PORTERVILLE, CA 93257 |
| Customer: PORTERVILLE FIRE DEPARTMENT                                                                                                   | Contact: JANIE RODRIGUEZ<br>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<br>LARGE/XLARGE | \$32.00    | 20 ea       | \$ 640.00   |
| 6      | Shipping | Freight      | Freight Out                                 | \$256.00   | 1 ea        | \$ 256.00   |
| 7      | Sale     | Tax Expense  | Tax Expense                                 | \$521.70   | 1 ea        | \$ 521.70   |

|            |            |
|------------|------------|
| Subtotal:  | \$6,417.70 |
| Sales Tax: | \$0.00     |
| Total:     | \$6,417.70 |

Thank you for your order.  
If you have any questions please call 800-457-3728  
or e-mail info@rescuesource.com.

# Royal Restrooms

## A Regal Portable Restroom Experience

1452 N. Vasco Road #101  
Livermore, Ca 94551  
Phone: 877.922.9980  
Fax:(925) 337-8878

Cage Code 5HJ93

DATE:  
INVOICE # 04-12-2023  
FOR:  
BILL TO: Portable Restrooms  
Donnie Moore  
[dmoore@ci.porterville.ca.us](mailto:dmoore@ci.porterville.ca.us)  
(559) 782-7539

| DESCRIPTION                             | T | AMOUNT     |
|-----------------------------------------|---|------------|
| 1 Single ADA Shower/Restroom Combo      | t | \$4,250.00 |
| 1 Three Stall Shower/Restroom Combo     | t | \$4,850.00 |
|                                         |   |            |
|                                         |   |            |
|                                         |   |            |
| Delivery                                | t | \$100.00   |
| Installation and Removal                |   | \$2,500.00 |
|                                         |   |            |
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|                                         |   |            |
|                                         |   |            |
| Before/After Hours or Same Day Services |   | \$600.00   |
|                                         |   |            |

Due upon receipt-----For Royal Restrooms of California [W9 Click here.](#)

Make all checks payable to Royal Restrooms of California. If payment is not received per terms of agreement signed, applicable late fees will be applied.If you have any questions concerning this invoice, call Us at 877-922-9980 [california@royalrestroomsca.com](mailto:california@royalrestroomsca.com)

**THANK YOU FOR YOUR BUSINESS!**

|                      |                    |
|----------------------|--------------------|
| TAXABLE SUBTOTAL     | \$9,200.00         |
| TAX RATE             | 9.250%             |
| SALES TAX            | \$851.00           |
| NON TAXABLE SUBTOTAL | \$3,100.00         |
| <b>TOTAL</b>         | <b>\$13,151.00</b> |



# 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<br><br>RAIN FOR RENT<br>FILE 52541<br>LOS ANGELES, CA 90074-2541 |

|                                                                                                                                                                                                                     |                            |                                  |                               |                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------------------------------|-------------------------------|---------------------------------|
| <b>CONTRACT #</b> 1169502<br><b>CUSTOMER</b> CITY OF PORTERVILLE<br><br><b>CUSTOMER #</b> 112354<br><b>NAME</b> CITY OF PORTERVILLE<br><br><b>ADDRESS</b> 291 N MAIN ST<br>PORTERVILLE CA 93257<br><br><b>PHONE</b> | <b>INVOICE#</b><br>1854595 | <b>INVOICE DATE</b><br>3/30/2023 | <b>PO or JOB#</b><br>23-22734 | <b>PAYMENT DUE</b><br>4/29/2023 |
| <b>PLEASE PAY</b>                                                                                                                                                                                                   |                            |                                  |                               | <b>\$77,396.67</b>              |
| <b>SHIPPED TO JOBSITE:</b>                                                                                                                                                                                          |                            |                                  |                               |                                 |
| <b>NAME</b> CITY OF PORTERVILLE<br><br><b>ADDRESS</b> Corporation Yard<br>555 N Prospect St<br>Porterville CA 93257<br><br><b>PHONE</b>                                                                             |                            |                                  |                               |                                 |

## 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<br>Eng Hatz 4H50TIC | 1022734   |        | SALES    |             | 0.00        | \$65,685.06 | \$65,685.06 | Y       |
| 1.00 | EA  | Shipping/Handling<br>Freight                       | M240      |        |          | SERVICES    | 0.00        | \$5,158.57  | \$5,158.57  | Y       |

|                        |             |
|------------------------|-------------|
| <b>TOTAL SALES:</b>    | \$65,685.06 |
| <b>TOTAL RENTALS:</b>  | \$0.00      |
| <b>TOTAL SERVICES:</b> | \$5,158.57  |
| <b>TOTAL OTHER:</b>    | \$0.00      |
| <b>SUBTOTAL:</b>       | \$70,843.63 |
| <b>TAX:</b>            | \$6,553.04  |

|               |                    |
|---------------|--------------------|
| <b>TOTAL:</b> | <b>\$77,396.67</b> |
|---------------|--------------------|

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    | <del>Super 10</del> | 7383117 - Luque | 120.00 | 1,056.00 |
| 03/23/2023 | 9.70    | <del>Super 10</del> | 7383219 - Luque | 120.00 | 1,164.00 |
| 03/23/2023 | 9.70    | <del>Super 10</del> | 7383046 - Luque | 120.00 | 1,164.00 |
| 03/23/2023 | 9.80    | <del>Super 10</del> | 8432857 - Luque | 120.00 | 1,176.00 |
| 03/23/2023 | 7.30    | <del>Super 10</del> | 9281272 - Luque | 120.00 | 876.00   |

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Thank you for your business!

|             |                   |
|-------------|-------------------|
| SUBTOTAL    | 5,436.00          |
| TAX         | 0.00              |
| TOTAL       | 5,436.00          |
| BALANCE DUE | <b>\$5,436.00</b> |

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

|                                                 |                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Client Service Address:</b>                  | <b>29 N Plano St, Porterville, CA 93257</b>                                                                                                                                                                                                                                                                                                             |
| <b>Client Billing Address:</b>                  | <b>29 N Plano St, Porterville, CA 93257</b>                                                                                                                                                                                                                                                                                                             |
| <b>Service Hours:</b>                           | <b>7 Day(s) / 07:30 PM - 08:30 AM / 13 Hours / Monday - Sunday</b>                                                                                                                                                                                                                                                                                      |
| <b>Location Contact &amp; Telephone Number:</b> | <b>Amy Graybehl<br/>559-782-7521</b>                                                                                                                                                                                                                                                                                                                    |
| <b>Email:</b>                                   | <b>agraybehl@ci.porterville.ca.us</b>                                                                                                                                                                                                                                                                                                                   |
| <b>Rate (U.S. Dollars):</b>                     | <b>\$28.95 (Per Hour Per Guard)</b>                                                                                                                                                                                                                                                                                                                     |
| <b>Holiday Rate</b>                             | <b>\$43.45 (Per Hour Per Guard)</b>                                                                                                                                                                                                                                                                                                                     |
| <b>Service Commencement Date:</b>               | <b>07/17/2023<br/>@ 07:30 PM</b>                                                                                                                                                                                                                                                                                                                        |
| <b>Payment Terms:</b>                           | <b>Bi-weekly</b>                                                                                                                                                                                                                                                                                                                                        |
| <b>Permanent/Temporary:</b>                     | <b>Permanent 3 Month Minimum (30 Day Cancellation Notice)</b>                                                                                                                                                                                                                                                                                           |
| <b>Uniform:</b>                                 | <b>Professional Security Uniform</b>                                                                                                                                                                                                                                                                                                                    |
| <b>Additional Charges:</b>                      | <b>N/a</b>                                                                                                                                                                                                                                                                                                                                              |
| <b>Security Service Description:</b>            | <b>2 Professional Unarmed Guard(s)</b><br><br><b>1 Guard will be intaking clients and the other guard will be patrolling the facility.</b><br><br><b>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.</b> |

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)

**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            |
| 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  |
| 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 |
| Thursday, August 10, 2023  | 20 | 0 | 3 |
| Friday, August 11, 2023    | 23 | 0 | 5 |
| Saturday, August 12, 2023  | 22 | 0 | 5 |
| Sunday, August 13, 2023    | 29 | 0 | 6 |
| Monday, August 14, 2023    | 25 | 0 | 5 |
| Tuesday, August 15, 2023   | 21 | 0 | 5 |
| Wednesday, August 16, 2023 | 23 | 0 | 6 |
| Thursday, August 17, 2023  | 23 | 0 | 5 |
| Friday, August 18, 2023    | 22 | 0 | 5 |
| Saturday, August 19, 2023  | 23 | 0 | 5 |
| Sunday, August 20, 2023    | 21 | 0 | 4 |
| Monday, August 21, 2023    | 25 | 0 | 5 |
| Tuesday, August 22, 2023   | 22 | 0 | 5 |
| Wednesday, August 23, 2023 | 27 | 0 | 5 |
| Thursday, August 24, 2023  | 22 | 0 | 5 |

|                               |    |   |   |
|-------------------------------|----|---|---|
| Friday, August 25, 2023       | 25 | 0 | 5 |
| Saturday, August 26, 2023     | 23 | 0 | 4 |
| Sunday, August 27, 2023       | 25 | 0 | 5 |
| Monday, August 28, 2023       | 23 | 1 | 5 |
| Tuesday, August 29, 2023      | 24 | 1 | 6 |
| Wednesday, August 30, 2023    | 22 | 2 | 6 |
| Thursday, August 31, 2023     | 18 | 2 | 5 |
| Friday, September 1, 2023     | 17 | 2 | 5 |
| Saturday, September 2, 2023   | 20 | 2 | 5 |
| Sunday, September 3, 2023     | 20 | 2 | 5 |
| Monday, September 4, 2023     | 21 | 2 | 5 |
| Tuesday, September 5, 2023    | 22 | 2 | 5 |
| Wednesday, September 6, 2023  | 15 | 2 | 3 |
| Thursday, September 7, 2023   | 16 | 2 | 4 |
| Friday, September 8, 2023     | 18 | 2 | 4 |
| Saturday, September 9, 2023   | 19 | 2 | 4 |
| Sunday, September 10, 2023    | 20 | 2 | 5 |
| Monday, September 11, 2023    | 20 | 2 | 5 |
| Tuesday, September 12, 2023   | 24 | 2 | 5 |
| Wednesday, September 13, 2023 | 24 | 2 | 5 |
| Thursday, September 14, 2023  | 21 | 2 | 5 |
| Friday, September 15, 2023    | 26 | 2 | 5 |
| Saturday, September 16, 2023  | 28 | 2 | 5 |
| Sunday, September 17, 2023    | 26 | 2 | 5 |
| Monday, September 18, 2023    | 22 | 2 | 5 |
| Tuesday, September 19, 2023   | 24 | 2 | 5 |
| Wednesday, September 20, 2023 | 26 | 2 | 5 |
| Thursday, September 21, 2023  | 30 | 2 | 5 |

|                               |    |   |   |
|-------------------------------|----|---|---|
| Friday, September 22, 2023    | 23 | 2 | 5 |
| Saturday, September 23, 2023  | 20 | 2 | 5 |
| Sunday, September 24, 2023    | 26 | 2 | 5 |
| Monday, September 25, 2023    | 20 | 2 | 4 |
| Tuesday, September 26, 2023   | 20 | 2 | 4 |
| Wednesday, September 27, 2023 | 24 | 2 | 4 |
| Thursday, September 28, 2023  | 22 | 2 | 4 |
| Friday, September 29, 2023    | 17 | 2 | 4 |
| Saturday, September 30, 2023  | 20 | 2 | 4 |
| Sunday, October 1, 2023       | 23 | 2 | 4 |
| Monday, October 2, 2023       | 20 | 2 | 4 |
| Tuesday, October 3, 2023      | 18 | 2 | 4 |
| Wednesday, October 4, 2023    | 22 | 2 | 4 |
| Thursday, October 5, 2023     | 24 | 2 | 7 |
| Friday, October 6, 2023       | 21 | 2 | 5 |
| Saturday, October 7, 2023     | 18 | 2 | 5 |
| Sunday, October 8, 2023       | 19 | 2 | 5 |
| Monday, October 9, 2023       | 20 | 2 | 5 |
| Tuesday, October 10, 2023     | 19 | 2 | 5 |
| Wednesday, October 11, 2023   | 22 | 2 | 5 |
| Thursday, October 12, 2023    | 27 | 2 | 5 |
| Friday, October 13, 2023      | 21 | 2 | 5 |
| Saturday, October 14, 2023    | 21 | 2 | 5 |
| Sunday, October 15, 2023      | 19 | 2 | 5 |
| Monday, October 16, 2023      | 24 | 2 | 5 |
| Tuesday, October 17, 2023     | 22 | 2 | 5 |
| Wednesday, October 18, 2023   | 22 | 2 | 5 |
| Thursday, October 19, 2023    | 30 | 2 | 5 |
| Friday, October 20, 2023      | 17 | 2 | 5 |

|                              |    |   |   |
|------------------------------|----|---|---|
| Saturday, October 21, 2023   | 15 | 2 | 5 |
| Sunday, October 22, 2023     | 22 | 2 | 5 |
| Monday, October 23, 2023     | 22 | 2 | 5 |
| Tuesday, October 24, 2023    | 20 | 2 | 5 |
| Wednesday, October 25, 2023  | 19 | 2 | 5 |
| Thursday, October 26, 2023   | 21 | 1 | 5 |
| Friday, October 27, 2023     | 21 | 1 | 3 |
| Saturday, October 28, 2023   | 21 | 1 | 3 |
| Sunday, October 29, 2023     | 18 | 1 | 3 |
| Monday, October 30, 2023     | 24 | 1 | 3 |
| Tuesday, October 31, 2023    | 20 | 1 | 3 |
| Wednesday, November 1, 2023  | 25 | 1 | 3 |
| Thursday, November 2, 2023   | 24 | 1 | 3 |
| Friday, November 3, 2023     | 22 | 1 | 3 |
| Saturday, November 4, 2023   | 22 | 1 | 3 |
| Sunday, November 5, 2023     | 19 | 1 | 3 |
| Monday, November 6, 2023     | 23 | 1 | 3 |
| Tuesday, November 7, 2023    | 27 | 1 | 3 |
| Wednesday, November 8, 2023  | 22 | 1 | 3 |
| Thursday, November 9, 2023   | 22 | 1 | 3 |
| Friday, November 10, 2023    | 23 | 1 | 3 |
| Saturday, November 11, 2023  | 21 | 1 | 3 |
| Sunday, November 12, 2023    | 24 | 1 | 3 |
| Monday, November 13, 2023    | 27 | 1 | 3 |
| Tuesday, November 14, 2023   | 24 | 1 | 3 |
| Wednesday, November 15, 2023 | 29 | 1 | 3 |
| Thursday, November 16, 2023  | 29 | 0 | 3 |
| Friday, November 17, 2023    | 25 | 0 | 3 |
| Saturday, November 18, 2023  | 29 | 0 | 3 |



|                              |    |   |   |
|------------------------------|----|---|---|
| Sunday, November 19, 2023    | 29 | 0 | 3 |
| Monday, November 20, 2023    | 29 | 0 | 3 |
| Tuesday, November 21, 2023   | 29 | 0 | 3 |
| Wednesday, November 22, 2023 | 29 | 0 | 3 |
| Thursday, November 23, 2023  | 21 | 0 | 3 |
| Friday, November 24, 2023    | 29 | 0 | 3 |
| Saturday, November 25, 2023  | 27 | 0 | 3 |
| Sunday, November 26, 2023    | 27 | 0 | 3 |
| Monday, November 27, 2023    | 26 | 0 | 3 |
| Tuesday, November 28, 2023   | 27 | 0 | 3 |
| Wednesday, November 29, 2023 | 29 | 0 | 3 |
| Thursday, November 30, 2023  | 27 | 0 | 3 |
| Friday, December 1, 2023     | 22 | 0 | 3 |
| Saturday, December 2, 2023   | 25 | 0 | 3 |
| Sunday, December 3, 2023     | 25 | 0 | 3 |
| Monday, December 4, 2023     | 20 | 0 | 3 |
| Tuesday, December 5, 2023    | 25 | 0 | 3 |
| Wednesday, December 6, 2023  | 30 | 0 | 3 |
| Thursday, December 7, 2023   | 30 | 0 | 3 |
| Friday, December 8, 2023     | 29 | 0 | 3 |
| Saturday, December 9, 2023   | 25 | 0 | 3 |
| Sunday, December 10, 2023    | 31 | 0 | 3 |
| Monday, December 11, 2023    | 30 | 0 | 3 |
| Tuesday, December 12, 2023   | 32 | 0 | 3 |
| Wednesday, December 13, 2023 | 32 | 0 | 3 |
| Thursday, December 14, 2023  | 35 | 0 | 3 |
| Friday, December 15, 2023    | 30 | 0 | 3 |
| Saturday, December 16, 2023  | 31 | 0 | 3 |
| Sunday, December 17, 2023    | 29 | 0 | 3 |

|                              |    |   |   |
|------------------------------|----|---|---|
| Monday, December 18, 2023    | 26 | 0 | 3 |
| Tuesday, December 19, 2023   | 25 | 1 | 3 |
| Wednesday, December 20, 2023 | 31 | 0 | 3 |
| Thursday, December 21, 2023  | 28 | 0 | 3 |
| Friday, December 22, 2023    | 32 | 0 | 3 |
| Saturday, December 23, 2023  | 29 | 0 | 3 |
| Sunday, December 24, 2023    | 30 | 0 | 3 |
| Monday, December 25, 2023    | 28 | 0 | 3 |
| Tuesday, December 26, 2023   | 23 | 0 | 3 |
| Wednesday, December 27, 2023 | 24 | 0 | 3 |
| Thursday, December 28, 2023  | 28 | 0 | 3 |
| Friday, December 29, 2023    | 23 | 0 | 3 |
| Saturday, December 30, 2023  | 25 | 0 | 3 |
| Sunday, December 31, 2023    | 28 | 0 | 3 |
| Monday, January 1, 2024      | 24 | 0 | 3 |
| Tuesday, January 2, 2024     | 24 | 0 | 3 |
| Wednesday, January 3, 2024   | 29 | 0 | 3 |
| Thursday, January 4, 2024    | 21 | 0 | 3 |
| Friday, January 5, 2025      | 22 | 0 | 3 |
| Saturday, January 6, 2024    | 32 | 0 | 3 |
| Sunday, January 7, 2024      | 29 | 0 | 3 |
| Monday, January 8, 2024      | 26 | 0 | 3 |
| Tuesday, January 9, 2024     | 27 | 0 | 3 |
| Wednesday, January 10, 2024  | 34 | 0 | 3 |
| Thursday, January 11, 2024   | 33 | 0 | 3 |
| Friday, January 12, 2025     | 36 | 0 | 3 |
| Saturday, January 13, 2024   | 35 | 0 | 3 |
| Sunday, January 14, 2024     | 34 | 0 | 3 |
| Monday, January 15, 2024     | 39 | 0 | 3 |

|                             |    |   |   |
|-----------------------------|----|---|---|
| Tuesday, January 16, 2024   | 38 | 0 | 4 |
| Wednesday, January 17, 2024 | 33 | 0 | 4 |
| Thursday, January 18, 2024  | 33 | 0 | 4 |
| Friday, January 19, 2025    | 33 | 0 | 4 |
| Saturday, January 20, 2024  | 36 | 0 | 4 |
| Sunday, January 21, 2024    | 38 | 0 | 4 |
| Monday, January 22, 2024    | 36 | 1 | 4 |
| Tuesday, January 23, 2024   | 34 | 1 | 4 |
| Wednesday, January 24, 2024 | 32 | 1 | 4 |
| Thursday, January 25, 2024  | 38 | 1 | 4 |
| Friday, January 26, 2025    | 35 | 1 | 4 |
| Saturday, January 27, 2024  | 32 | 1 | 4 |
| Sunday, January 28, 2024    | 36 | 1 | 4 |
| Monday, January 29, 2024    | 34 | 1 | 4 |
| Tuesday, January 30, 2024   | 40 | 1 | 5 |

**State of California**

**GOVERNMENT CODE**

**Section 8558**

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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.)