



**CITY COUNCIL AGENDA  
CITY HALL, 291 N. MAIN STREET  
PORTERVILLE, CALIFORNIA  
FEBRUARY 20, 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

<https://www.youtube.com/channel/UC5KuhSrNMNL9nwHJVtnJvvA>

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

**City of Porterville – City Council Meeting of February 20, 2024**

Please use the following link below to join the webinar:

<https://us06web.zoom.us/j/83045703020?pwd=UV1dWWhF5wJFjktxWHLV8X1AeTGO0A.QGiYBZFcV9xe5Fc>

Or via Telephone: **1-669-900-6833** Webinar ID: **830 4570 3020** Passcode: **552934**

Call to Order

Roll Call

**ORAL COMMUNICATIONS**

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

**CITY COUNCIL CLOSED SESSION:**

A. Closed Session Pursuant to:

**1** - Government Code Section 54956.95 – Liability Claim: Claimant: Esmeralda Espinoza. Agency claimed against: City of Porterville.

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

**3** - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Two (2) cases.

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

Pledge of Allegiance Led by Council Member Beltran

Invocation

## **ORAL COMMUNICATIONS**

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

## **REPORTS**

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

- I. City Commission and Committee Meetings
  1. Parks & Leisure Services Commission - February 1, 2024
  2. Library & Literacy Commission - February 13, 2024
  3. Arts Commission
  4. Animal Control Commission
  5. Youth Commission - February 14, 2024
  6. Transactions and Use Tax Oversight Committee (TUTOC)
- II. Staff Informational Reports
  1. Water Conservation Phase IV Status Update - January 2024
  2. Wall of Fame
  3. Youth Field Usage and Light Fees

## **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. **Approval of Draft Minutes of February 6, 2024**  
Re: Considering approval of the City Council draft Minutes of February 6, 2024.
2. **Authorization to Purchase Relief Valves for the Compressed Natural Gas Fueling Station**  
Re: Consideration of purchase of relief valves for the CNG Fueling Station from Surface Pumps, Inc. at a cost not to exceed \$19,461.
3. **Authorization for Printer/Copier Replacement for the Administration Department**  
Re: Council authorization to purchase a copy machine for the Administration Department from California Business Machines utilizing Department budgeted funds in the amount of \$9,500.00, plus the applicable sales tax.
4. **Authorization to Repair City Well No. 7**  
Re: Consideration of approval for the repair of City Well 7 located on the Northeast corner of Orange Avenue and South Western Street by S.A. Camp Pump And Drilling, for an amount not to exceed \$10,330.



5. **Intent to Set a Public Hearing - Vacation of a Portion of College Avenue**  
Re: Consideration to approve the draft resolution of intent to abandon a portion of College Avenue; and set the Council Meeting of March 19, 2024, as the time and place for the Public Hearing.
6. **Permanent Local Housing Allocation (PLHA) – Request for Proposals (RFP) Funding Recommendations**  
Re: Considering approval to award PLHA funds totaling \$174,048.27 to Central California Family Crisis Center (\$54,973.53), Family Services of Tulare County (\$12,894) and Kings View (\$106,180.74) for Permanent Supportive Housing Operations, Navigation Center Operations and Emergency & Bridge Housing Operations.
7. **Consideration of Updated Statement of Investment Policy**  
Re: Consideration to adopt the draft resolution approving the updated Statement of Investment Policy.
8. **Community Clean-Up Events**  
Re: Council Authorization to approve Community Clean-Up Events for Spring and Fall
9. **Status and Review of Local Drought Emergency**  
Re: Considering approval of the continuance of the Declaration of Local Emergency.

#### **SCHEDULED MATTERS**

11. **Consideration of Appointment of City Representative on Porterville Flag Day Committee**  
Re: Considering appointing Council Member Greg Meister to serve as a City Representative on the Porterville Flag Day Committee.
12. **Animal Services Contracts with the Cities of Lindsay and Woodlake**  
Re: Consideration to terminate the current Agreements for Animal Shelter Services between the City of Porterville and the Cities of Lindsay and Woodlake.
13. **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. TCAG-California Association of Councils & Government Annual Conference - February 7-9, 2024
2. Porterville Area Development Authority (PADA) - February 16, 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 March 5, 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 20, 2024

SUBJECT: 1. Water Conservation Phase IV Status Update - January 2024

SOURCE: Public Works

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

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

Violations of prohibited activities are considered infractions and are punishable by fines of up to \$500 for each day the violation occurs. Any peace officer or employee of a public agency charged with enforcing laws and authorized to do so by ordinance may issue a citation to the violator. The City will respond to enforcement by issuing a Notice of Violation for all witnessed occurrences, and staff will process all reported issues. Enforcement statistics for January 2024 show that eight (8) notices of violations were issued for water wasting, and three (3) administrative citations were issued.

Water production for January 2024 reflects a four percent (4%) increase from the 5-year average. The monthly production for January was 213 million gallons, which is a six percent (6%) increase compared to January 2013 at 200 million gallons. Residential consumption for January 2023 was 79 gallons per capita per day (GPCD).

Compliance with individual water supplier conservation requirements is based on cumulative savings. Cumulative tracking means that conservation savings will be added together from one month to the next and compared to the amount of water used during the same months in 2013. City Staff will evaluate conservation totals in two formats: 1) Calculate the cumulative conservation totals for production as compared to production in 2013, and 2) Calculate cumulative conservation totals in relation to GPCD in efforts to evaluate population growth impacts on production as compared to 2013. The cumulative total production for the City of Porterville's conservation efforts will be reflected from January 2015 through January 2024. Porterville's cumulative total production conservation through January 2024 is twenty percent (20%). The cumulative total of GPCD for the City of Porterville's conservation efforts

will be reflected from January 2015 through January 2024. Porterville's cumulative total GPCD conservation through January 2024 is twenty-five percent (25%).

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

The State Water Board requires monthly reporting to track what agencies are doing and how they perform throughout the year. Proposed permanent regulations will require agency reporting to continue to monitor the performance of urban water conservation with a preparedness to implement conservation standards as necessary. California Governor Gavin Newsom signed Executive Order N-10-21 on July 8, 2021, urging all Californians to voluntarily reduce their water use by fifteen percent (15%) compared to their prior-year levels due to excessive drought conditions. Water production for the City system shows a sixteen (16%) increase from January 2023 to January 2024. California Governor Gavin Newsom issued another Executive Order N-7-22 on March 28, 2022, to address drought conditions after the driest first three months of a year in recorded history. EO N-7-22 requires that each water supplier implements, at a minimum, the shortage response actions adopted under section 10632 of the Water Code for a shortage level of up to twenty percent (20%). The City of Porterville's Water Conservation Plan Phase III meets the requirements for this shortage (Level 2). California Governor Gavin Newsom signed Executive Order N-3-23 on February 13, 2023, stating the state has experienced one of the wettest three-week periods on record. With this order, California Governor Gavin Newsom removed the need to voluntarily reduce water use by fifteen percent (15%), as stated in the previous Executive Order N-10-21.

RECOMMENDATION: Information Only

ATTACHMENTS: 1. Monthly Production Status January 2024  
2. Monthly Production Status GPCD January 2024  
3. Drought Response Phase IV Flyer

Appropriated/Funded:

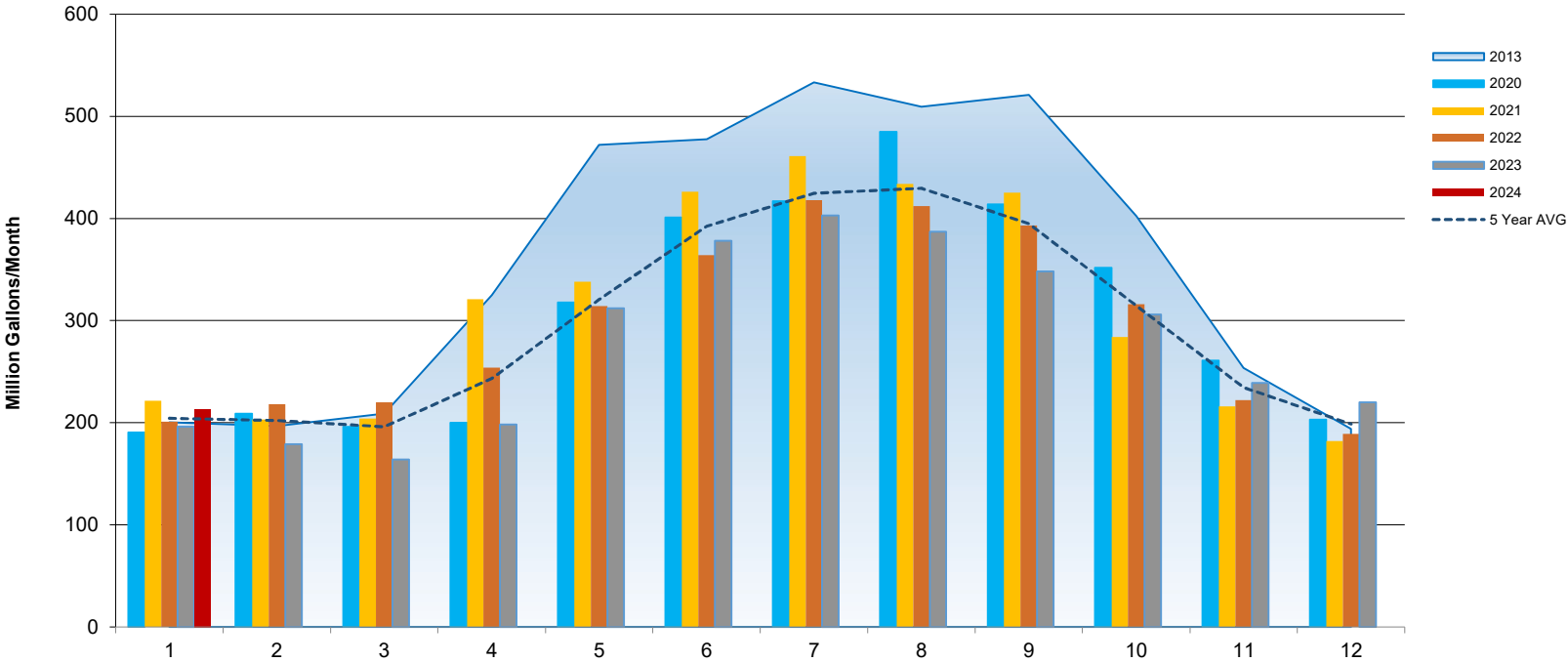
Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: Patrice Hildreth, City Manager

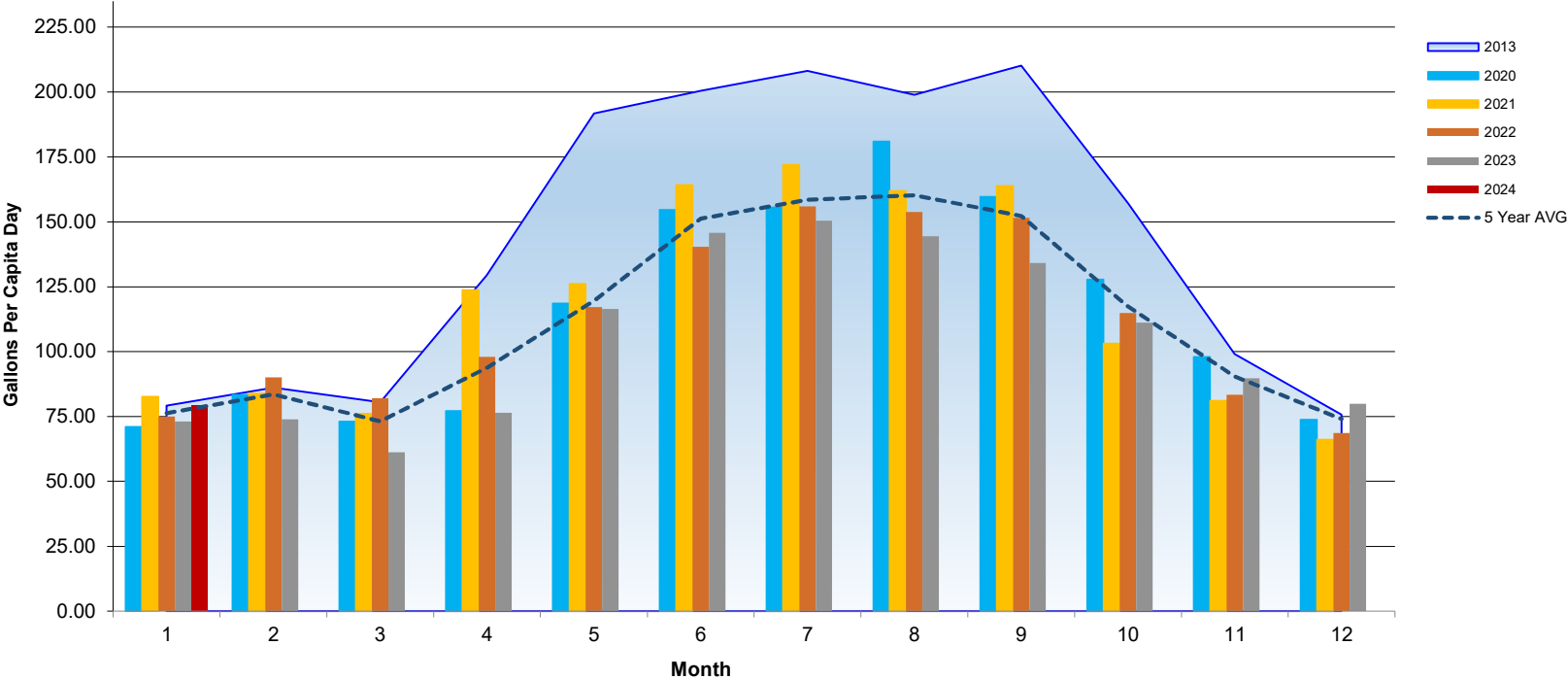
# Monthly Production Status & Cumulative Total June 2015 Through January 2024 Production Comparison to 2013 & 5 Year Average



| Production |     | Cumulative Total 20% |      |      |      |      |      |      |      |      |      |     |
|------------|-----|----------------------|------|------|------|------|------|------|------|------|------|-----|
| 2020       | -5% | 6%                   | -6%  | -38% | -33% | -16% | -22% | -5%  | -21% | -13% | 3%   | 5%  |
| 2021       | 11% | 3%                   | -2%  | -1%  | -28% | -11% | -14% | -15% | -18% | -29% | -15% | -6% |
| 2022       | 0%  | 11%                  | 5%   | -22% | -33% | -24% | -22% | -19% | -25% | -21% | -13% | -3% |
| 2023       | -2% | -100%                | -31% | -39% | -34% | -21% | -24% | -24% | -33% | -20% | -6%  | 13% |
| 2024       | 6%  |                      |      |      |      |      |      |      |      |      |      |     |

Percent Comparison to 2013 Production

# Monthly Production Status & Cumulative Total June 2015 Through January 2024 Gallon Per Capita Day Comparison to 2013 & 5 Year Average



## GPCD

## Cumulative Total 25%

|      |      |      |      |        |      |      |      |       |      |      |      |      |
|------|------|------|------|--------|------|------|------|-------|------|------|------|------|
| 2020 | -10% | -3%  | -9%  | -40%   | -38% | -23% | -25% | -9%   | -24% | -19% | -1%  | -3%  |
| 2021 | 4%   | -3%  | -5%  | -4.4%  | -34% | -18% | -17% | -19%  | -22% | -34% | -18% | -13% |
| 2022 | -5%  | 4%   | 2%   | -24.3% | -39% | -30% | -25% | -100% | -28% | -27% | -16% | -9%  |
| 2023 | -19% | -29% | -21% | -29%   | -41% | -30% | -19% | -24%  | -21% | -25% | -8%  | 14%  |
| 2024 | 9%   |      |      |        |      |      |      |       |      |      |      |      |

Percent Comparison to 2013 Production



**DROUGHT RESPONSE Phase IV**

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

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

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

**Excessive water runoff is prohibited.**

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

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

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

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

# DROUGHT RESPONSE PHASE IV

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

## Mandatory Odd/Even Watering Schedule

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

- Odd Address
- Even Address
- Outdoor Watering is Prohibited

### ODD NUMBER ADDRESSES

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

OR

### EVEN NUMBER ADDRESSES

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

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

**Mandatory  
Odd/Even Watering  
Schedule**

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**Excessive water  
runoff prohibited**

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

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

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

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

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**NO WATERING  
MONDAY THROUGH  
FRIDAY.**





## CITY COUNCIL AGENDA – FEBRUARY 20, 2024

SUBJECT: 2. Wall of Fame

SOURCE: Parks and Leisure Services

COMMENT: On an annual basis, the City of Porterville's Wall of Fame selections are announced. The Wall of Fame is a dedicated section of the east hallway in City Hall to honor and recognize individuals for their significant efforts and service to the Porterville community. On February 6, 2024, City Council authorized a one-time exception to the Wall of Fame criteria to allow for a Council Member to select more than one honoree, and for the honoree to not have lived in the Porterville area for a minimum of fifteen (15) years. The Wall of Fame honorees for 2024 are as follows:

Mayor Flores: John Lollis

Vice Mayor Carrillo: Stanley Jay Santos, Sr.

Council Member Beltran: Ramon Figueroa, Patrick Jones

Council Member Meister: Ed Flory

Council Member Weyhrauch: Brent Gill

The 2024 honorees will be inducted into the Wall of Fame at a ceremony on Friday, March 8, 2024, beginning at 12:00 PM at Centennial Park.

RECOMMENDATION: Informational only

ATTACHMENTS: 1. Wall of Fame Honorees through 2023

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: Patrice Hildreth, City Manager

## *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 20, 2024

SUBJECT: 3. Youth Field Usage and Light Fees

SOURCE: Parks and Leisure Services

COMMENT: In 1995, the City of Porterville and Burton School District entered into a twenty-five (25) year agreement regarding the use of the two baseball fields at Burton Elementary School. The City constructed the two ballfields, installed lighting for both fields, constructed a parking lot, and added bleachers. Under the terms of the Agreement, except for Burton's use during normal school hours and scheduled after-school events, the City would solely be responsible for the scheduling of the fields.

The City of Porterville and Burton School District drafted two new Agreements in 2021. One agreement was between the Burton School District and the City of Porterville. The other agreement included Burton School District, the City of Porterville, and Porterville Little League (PLL). This five (5) year Agreement that included PLL authorizes PLL to utilize the Burton Ballfields with the City being the scheduling agent. In this agreement, the City is responsible for all costs associated with the maintenance and repair of lighting. PLL is responsible for maintaining the fields and surrounding areas during their scheduled playing period.

The City's current fee for youth athletic field usage, which has been in place since 2009, is \$15 per field per day. The current fee for youth athletic field light usage is \$10 per hour, which has been in place since 2014.

RECOMMENDATION: Informational only

ATTACHMENTS:

1. Regional Youth Field Usage and Light Fees
2. Burton Ballfields Agreement with Burton and City
3. Burton Ballfields Agreement with Burton City PLL

Appropriated/Funded:

Review By:

Department Director:  
Donnie Moore, Parks and Leisure Services Director

Final Approver: Patrice Hildreth, City Manager

## Youth Athletic Field Usage and Light Fees

| <u>CITY</u> | <u>FIELD USAGE FEE</u>        | <u>LIGHT FEE</u> |
|-------------|-------------------------------|------------------|
| Porterville | \$15 per day                  | \$10 per hour    |
| Corcoran    | \$22 per hour                 | \$30 per hour    |
| Dinuba      | \$24 per hour                 | \$10 per hour    |
| Exeter      | \$20 per game                 | \$15 per hour    |
| Kerman      | \$85 per day                  | \$10 per hour    |
| Lindsay     | \$50 per game                 | n/a              |
| Madera      | \$12.50 per hour              | \$32.50 per hour |
| Tulare      | Little League owns its fields |                  |
| Visalia     | \$16 per hour                 | \$19 per hour    |

AGREEMENT BETWEEN CITY OF PORTERVILLE AND  
BURTON SCHOOL DISTRICT  
RE: BURTON BALLFIELDS

This Agreement, executed this 7th day of June, 2021, is entered into between the City of Porterville (CITY) and the Burton School District (BSD) for the use of the Burton Ballfields. The CITY and BSD hereinafter may be referred to collectively as the "Parties" or in the singular as "Party," as the context requires.

RECITALS

The CITY and BSD have entered into the Agreement with reference to the following facts and circumstances:

WHEREAS, CITY constructed two baseball fields with lighting, bleachers and a parking lot on property owned by BSD; and

WHEREAS, CITY and BSD promote and conduct recreation programs and activities that promote the general welfare of the community.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

A. TERM

The term of this Agreement shall be for a period of five (5) years from the date of signing. This Agreement may be extended for an additional five (5) years under the terms and conditions below commencing on the expiration date with mutual agreement of both parties.

Any party may withdraw from this Agreement by giving written notice of intent to withdraw at least 90 calendar days in advance of the effective withdrawal date and upon completion of any operational commitments.

B. RESPONSIBILITIES

1. BSD shall assume all responsibility and costs for the ongoing maintenance and repairs of the Ballfields except as specified herein:
  - (a) CITY shall be responsible for all costs associated with the maintenance, repair and operation of the lights, including any necessary transformers and/or switches to cause the system to be or remain operational;
  - (b) CITY agrees to assume all responsibilities for litter control and provide supervision for operations during the seasons of use by CITY or any organization or individual who has received permission from CITY to use the Ballfields.

(c) BSD will be responsible for mowing and irrigating the outfield turf areas

2. BSD agrees that except for BSD use during normal school hours and scheduled after school athletic events, CITY shall be solely responsible for the scheduling of events at the Ballfields and that CITY shall schedule the dates and times of CITY sponsored or CITY approved use, including organizations such as Little League or other similar recreational uses, except that CITY shall not be entitled to schedule events in conflict with those previously scheduled by BSD in which BSD shall have given CITY notice of such events prior to the scheduling of any other CITY sponsored or approved events. Except for CITY sponsored or approved events, CITY shall not permit any assignment of the use of the Ballfields to any other agency without the expressed written approval of BSD.
3. Notwithstanding the provisions of subparagraph 1(a), BSD agrees to repair or replace any lighting related equipment as a result of any damage caused by, or during, BSD's use of the Ballfields; BSD further agrees to reimburse CITY for the cost of electrical power necessary in utilizing the facilities for BSD purposes, at any time.
4. CITY shall notify all persons, entities and organizations utilizing the Ballfields that the use and consumption of tobacco products and alcoholic beverages are not allowed at the Ballfields, and shall enforce this alcohol and tobacco free policy by way of ejection from the Ballfields, if necessary.
5. In the event, during the term of this Agreement, BSD needs to utilize the site of the Ballfields for the construction or relocation of educational buildings or other facilities, BSD shall provide for construction or relocation of the Ballfields, of equal or greater values, at a location within the corporate City limits of CITY mutually agreed upon by both parties. Following the construction or relocation of said Ballfields this Agreement shall terminate and those replacement Ballfields shall be the property of CITY, unless the replacement Ballfields are relocated on property owned by BSD. It is further understood and agreed that the Ballfields will not be relocated until such time as CITY and BSD have mutually agreed upon a new location for the replacement Ballfields.

#### C. MODIFICATION AND ASSIGNMENT

This Agreement may be modified at any time by written agreement of the parties. Written modifications shall require prior approval by the City Council and the Burton School District Board, unless authority for such modifications has been expressly delegated to others acting on their behalf. Assignment of responsibilities under this Agreement by any of the parties shall be effective only upon prior written consent of the other party, which shall not be unreasonably withheld.

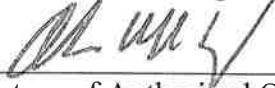
D. NO GRANT OF AGENCY

Except as the parties may specify in writing, neither party shall have authority, express or implied, to act on behalf of the other party in any capacity whatsoever as an agent. Neither party shall have any authority, express or implied, pursuant to this Agreement, to bind the other party to any obligation whatsoever.

E. INDEMNIFICATION PROVISION

Each party agrees to indemnify, defend and hold harmless the other party and its respective officers, agents, and employees from any and all claims, actions, and losses accruing or resulting to any person who may be injured or damaged solely by the indemnifying party in its performance of this Agreement. This provision shall survive the term of the Agreement.

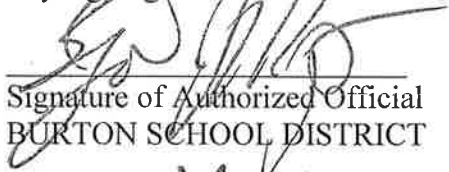
The individuals signing below have the authority to commit the party they represent to the terms of this Agreement, and do so commit by signing.

  
\_\_\_\_\_  
Signature of Authorized Official  
CITY OF PORTERVILLE

Adrian Monte Reyes  
NAME

Mayor  
TITLE

5-18-2021  
DATE

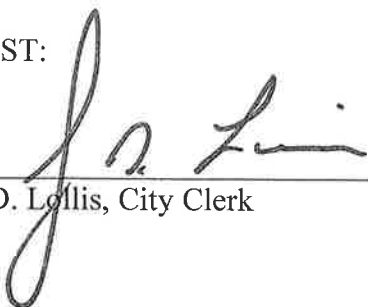
  
\_\_\_\_\_  
Signature of Authorized Official  
BURTON SCHOOL DISTRICT

Sergio Mendoza  
NAME

Superintendent  
TITLE

6/7/2021  
DATE

ATTEST:

  
\_\_\_\_\_  
John D. Lollis, City Clerk

APPROVED AS TO FORM

  
\_\_\_\_\_  
Julia M. Lew, City Attorney

**BURTON BALLFIELDS  
FACILITY USE AND MAINTENANCE AGREEMENT  
BETWEEN CITY OF PORTERVILLE, BURTON SCHOOL DISTRICT AND  
PORTERVILLE LITTLE LEAGUE**

Recognizing the value to the community of sharing facilities, the following Agreement has been adopted by the City of Porterville Parks and Leisure Services Department ("**CITY**"), Burton School District ("**BSD**") and Porterville Little League ("**PLL**"). The Agreement establishes policies regarding the use of the Burton Ballfields, 2375 W. Morton Ave.

Terms and Termination

This Agreement shall be for five-years beginning May 1, 2021, and ending April 30, 2026. **PLL** shall have the option to enter into an additional five-year agreement under the terms and conditions below commencing on the expiration date specified above with mutual agreement of both parties.

Rights and Responsibilities

1. **PLL** shall submit annual paperwork and payment to **CITY** in accordance with the Athletic Field Use Policy prior to the start of their season.
2. **PLL** agrees that **CITY** shall be the scheduling agent for the field and that **CITY** shall schedule the dates and times of use.
3. **CITY** agrees to be responsible for repairs and damages to the field during any **CITY** sponsored or approved event.
4. **BSD** agrees to be responsible for repairs and damages to the field during any **BSD** sponsored or approved event.
5. **CITY** shall be responsible for all costs associated with the maintenance and repair of lighting.
6. **PLL** shall be responsible for maintaining the fields and surrounding areas during their scheduled playing period. Maintenance and responsibilities shall include:
  - a. Mowing and irrigating the infield grass as needed. All irrigation of the fields must be done in compliance with **CITY** watering regulations.
  - b. Maintaining bleacher areas in good order and free of litter. Cleaning the bleacher areas and dugouts after each game.
  - c. Maintaining any storage facility.
  - d. Providing and maintaining portable toilets.
  - e. Chalking/marketing the fields.
  - f. Providing the necessary maintenance equipment and supplies to accomplish all the above tasks.
7. At no time shall vehicles or maintenance vehicles be permitted on the premises while school is in session without permission by **BSD**.
8. **PLL** shall strictly enforce that the use of tobacco products and consumption of alcoholic beverages are prohibited within the premises of the Ballfields.



9. **PLL** shall be responsible for providing all related supplies and equipment such as additional bleachers, scoreboards, PA system, and other miscellaneous items that may be required.
10. **PLL** shall ensure the dumpster area is kept clean. In addition, **PLL** shall leave the parking lot in the same condition that it was found each day the field is used.
11. After the completion of each game and practice, **PLL** staff shall be responsible for clean-up of all debris in a timely manner, turning off all field lights, and locking all gates.
12. **PLL** shall contact **BSD** for approval prior to performing any field or facility improvements.
13. If **PLL** should make substantial improvements to the facility, upon termination of this Agreement, **BSD** shall determine disposition of these improvements. If **BSD** determines that some or all of the improvements are to be removed, **PLL** at its own expense shall remove them in a timely manner and return the facility to its original condition. Otherwise, all improvements shall remain **BSD** property.
14. **PLL** shall provide storage facilities for program related supplies and equipment, and additional portable restroom facilities as needed. These are to be approved by **BSD**.
15. All games and practices must terminate by 10:00 PM.

Insurance Requirements

**PLL** must procure and maintain insurance for the duration of the season for which the Ballfields have been reserved against claims for injuries to persons or damages to property which may arise from, or in connection with, **PLL** operation and use of **BSD** Ballfields. The cost of such insurance shall be borne by **PLL**. **CITY** and **BSD** shall be listed as an additional insured and insurance must meet the minimum coverage requirements for **CITY** and **BSD**.

BURTON SCHOOL DISTRICT

PORTERVILLE LITTLE LEAGUE



Authorized Representative

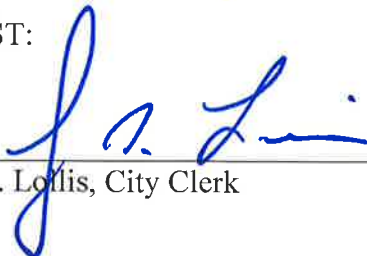
Authorized Representative

CITY OF PORTERVILLE



Adrian Monte Reyes, Mayor

ATTEST:



John D. Lollis, City Clerk

APPROVED AS TO FORM



Julia M. Lew, City Attorney



## CITY COUNCIL AGENDA – FEBRUARY 20, 2024

SUBJECT: Approval of Draft Minutes of February 6, 2024

SOURCE: Administrative Services

COMMENT: Presented for Council's approval are the draft Minutes of February 6, 2024.

RECOMMENDATION: That the Council approve the draft Minutes of February 6, 2024.

ATTACHMENTS: 1. Draft Minutes 02-06-2024

Appropriated/Funded:

Review By:

Department Director:  
Yuliana Andrade, Acting Administrative Services Director

Final Approver: Fernando Gabriel-Moraga, Acting Chief Deputy City Clerk

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

Call to Order at 5:30 p.m.

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

**ORAL COMMUNICATIONS**

None.

**CITY COUNCIL CLOSED SESSION:**

A. Closed Session Pursuant to:

1 - Government Code Section 54956.9(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**

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

The Pledge of Allegiance was led by Council Member Meister

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

**PRESENTATIONS**

Swearing In Ceremony - Patrice Hildreth, City Manager  
Strathmore Spartan Football State Championship  
Focused General Plan Update  
Southern California Edison Presentation - Brian Thoburn

## **ORAL COMMUNICATIONS**

- Frank Rodriguez, Porterville Little League, spoke of the hardships of the Porterville Little League (PLL) and asked if the council would consider assisting the PLL with financial assistance.
- John Coffee, Porterville, spoke of the decorative lighting around Monache and commended the council on their progressive thinking on Item No. 13.
- Brock Neeley, Porterville, stated the easiest way to fix Item No. 13, is to follow the 10<sup>th</sup> Amendment to the Constitution.
- Jean Vafeades, Porterville, expressed her opposition of Item No. 13.
- Ed McKervery, Porterville, expressed his support of Item No. 13.
- Ryan Leasure, Porterville Chamber of Commerce, provided council with recent and upcoming events.
- Korey Wells, Porterville, expressed his support for Item No. 13.
- Josh Flowers, Strathmore, spoke of his past involvement with the Porterville Little League and expressed his support of Item No. 13.

## **REPORTS**

### **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**

There were no items pulled from the Consent Calendar for discussion.

**COUNCIL ACTION:**     MOVED by Council Member Beltran, SECONDED by Council Member Weyhrauch that the City Council approve Items Nos. 1-11. The motion carried unanimously.

### **1. AUTHORIZATION TO REPAIR CITY WELL NO. AP-2**

**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.

Documentation: M.O. 01-020624

Disposition: Approved.

2. AUTHORIZATION TO DISTRIBUTE A REQUEST FOR PROPOSALS FOR ART COMPONENT OF SANTA FE BYWAY PROJECT

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).

Documentation: M.O. 02-020624

Disposition: Approved.

3. THURMAN AVENUE & THIRD STREET STORM DRAIN PROJECT

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).

Documentation: M.O. 03-020624

Disposition: Approved.

4. AUTHORIZATION TO PROCURE LABOR AND MATERIALS THROUGH AN OPEN MARKET PROCESS TO COMPLETE THE CITY POOL IMPROVEMENTS 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.

Documentation: Resolution No. 03-2024

Disposition: Approved.

5. AUTHORIZATION TO USE GENERAL FUND - ANIMAL SHELTER

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.

Documentation: Resolution No. 04-2024

Disposition: Approved.

## 6. FINANCIAL STATUS REPORTS

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

Documentation: M.O. 04-020624

Disposition: Approved.

## 7. QUARTERLY INVESTMENT PORTFOLIO

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

Documentation: M.O. 05-020624

Disposition: Approved.

## 8. REQUEST FOR PROCLAMATION - RED CROSS MONTH - MARCH 2024

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.

Documentation: M.O. 06-020624

Disposition: Approved.

## 9. APPROVAL OF COMMUNITY CIVIC EVENT - PORTERVILLE CHAMBER OF COMMERCE - SPRING FESTIVAL - APRIL 13, 2024

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.

Documentation: M.O. 07-020624

Disposition: Approved.

## 10. AUTHORIZATION OF TEMPORARY OVERFLOW PARKING AT THE SPORTS COMPLEX FOR EAGLE MOUNTAIN CASINO SPECIAL EVENTS

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.

Documentation: M.O. 08-020624

Disposition: Approved.

11. STATUS AND REVIEW OF LOCAL DROUGHT EMERGENCY

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

Documentation: M.O. 09-020624

Disposition: Approved.

**SCHEDULED MATTERS**

12. CONSIDERATION OF APPOINTMENT TO THE PARKS & LEISURE SERVICES COMMISSION

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

City Manager Hildreth introduced the item and Acting Administrative Services Director Yuliana Andrade presented the staff report.

**COUNCIL ACTION:** MOVED by Mayor Flores, SECONDED by Vice Mayor Carrillo that the City Council appoint Blain Smothermon to the Parks and Leisure Services Commission . The motion carried unanimously.

Documentation: M.O. 10-020624

Disposition: Approved.

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

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.

City Manager Hildreth introduced the item and City Attorney Lew presented the staff report.

Council Member Meister commended City Attorney Lew for drafting the resolution and suggested amendments to the second paragraph.

Several council members voiced their concerns about the resolution, stating that it was irrelevant to city matters and that the Attorney time could have been more effectively utilized to tackle pressing city issues.

COUNCIL ACTION: MOVED by Council Member Meister, SECONDED by Council Member Beltran that the City Council approve the item with the added amendment noted by Council Member Meister.

AYES: Meister, Beltran  
NOES: Weyhrauch, Carrillo, Flores  
ABSTAIN: None  
ABSENT: None

Documentation: M.O. 11-020624

Disposition: Motion Failed

#### 14. CONSIDERATION OF THE WALL OF FAME POLICY

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

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

During their conversation, the Council members came to a consensus that a one-time exception would be voted on and that Fire Captain Raymond Figueroa and Firefighter Patrick Jones would be considered for the Wall of Fame. Furthermore, the policy would be revisited in a future meeting to explore the potential of incorporating a Public Safety section.

COUNCIL ACTION: MOVED by Mayor Flores, SECONDED by Council Member Beltran that the City Council approve the one-time exemption to allow for the inclusion of Fire Captain Raymond Figueroa and Firefighter Patrick Jones to the Wall of Fame. The motion carried unanimously.

Documentation: M.O. 12-020624

Disposition: Approved.

#### 15. STATUS AND REVIEW OF DECLARATION OF LOCAL FLOOD EMERGENCY

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



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

**COUNCIL ACTION:** MOVED by Vice Mayor Carrillo, SECONDED by Council Member Beltran that the City Council approve the continuance of the Declaration of Local Flood Emergency. The motion carried unanimously.

Documentation: M.O. 13-020624

Disposition: Approved.

### **AB 1234 REPORTS**

1. Tulare County Task Force on Homelessness - January 17, 2024

Mayor Flores provided a report on the attendees, the approval of the Minutes, an update on the Task Force on Homelessness members, and updates from the community.

2. Tulare County Association of Governments (TCAG) - January 22, 2024

Mayor Flores provided a report on the attendees, the Transportation Consent Calendar, and the approval of various resolutions.

3. Tulare County Economic Development Corp. (TCEDC) - January 24, 2024

Mayor Flores reported on those in attendance, the approval of minutes and financials, and project and client services update.

4. The Mighty 190 Committee - January 24, 2024

Council Member Meister reported on those in attendance, the review of expenditures and funding, a discussion of marketing strategies, road closure updates, and a roundtable discussion related to saving the red woods.

5. Internal City Audit Committee - January 24, 2024

Mayor Flores reported on the approval of minutes, the review and update on the investment policy, and the review of the process by which community civic events are held within the city.

6. TCAG Sustainable Corridor Committee - January 25, 2024

Deputy City Manager Ridenour stated that the meeting was a roundtable discussion of updates about the sustainable corridor projects within the City of Porterville.

7. Tulare County Regional Transit Authority (TCRTA) - January 29, 2024

Council Member Weyhrauch stated there was discussion of Porterville's withdrawal from the TCRTA and several reports from the safety committee, as well as a presentation on organizational issues.

8. Eastern Tule Groundwater Sustainability Agency (ETGSA) – February 1, 2024

Council Member Weyhrauch reported on public comments, announcements, the approval of the Minutes, the ratification of pending bills, and various administrative action items and updates.

## **ORAL COMMUNICATIONS**

None.

## **OTHER MATTERS**

- Council Member Beltran expressed gratitude towards city staff for their efforts during the recent heavy rainstorm, spoke of his attendance to the Porterville Library's 115th Anniversary, and the Fire Department's Badge Pinning Ceremony. He also commented on the pleasure of seeing Strathmore High School earlier in the meeting, and indicated his desire to review the Porterville Little League's agreement.
- Council Member Weyhrauch expressed gratitude to all family members who offer support to City of Porterville employees. Additionally, he inquired whether the city's Facebook page shares chamber information and extended appreciation to the public for attending council meetings and voicing their concerns. Council Member Weyhrauch also reported that he had not observed a significant amount of debris on the roads following the storm, and suggested that the city should consider reviewing the charter and look to increasing the Mayor's salary to recognize the extensive business responsibilities she handles.
- Council Member Meister indicated that he supported Council Member Weyhrauch's idea of reviewing the charter and added that the people should be able to vote in the mayor, stated he would also like to review the Porterville Little League agreement, and spoke of his attendance to a chamber Black Tie Event, Fire Department and Police Department Badge Pinning Ceremony, and a police ride along. In addition, Council Member Meister asked the council if they would appoint him to the Flag Day Committee and consider the appointment at a future meeting.

**COUNCIL ACTION:**      MOVED by Mayor Flores, SECONDED by Council Member Beltran that the City Council approve Council Member Meister's request to bring an item to a future meeting to consider his appointment to the Flag Day Committee. The motion carried unanimously.

Documentation:              M.O. 14-020624

Disposition:      Approved.

- Vice Mayor Carrillo expressed her appreciation for Mayor Flores for her involvement in city business, congratulated new City Manager Patrice Hildreth, spoke of her attendance to the Libraries 115<sup>th</sup> year celebration, and stated she would also like to review the current Porterville Little League fees.
- Mayor Flores congratulated the new Finance Director Janie Rodriguez, congratulated all Porterville Chamber Award recipients, and spoke of her attendance to the Fire & Police Department Badge Pinning Ceremonies, the Porterville College Facilities Master Plan meeting, the Tule River Tribe Council Swearing In Ceremony, a Special City Council Meeting, and the Library 115<sup>th</sup> year celebration.
- City Manager Patrice Hildreth expressed her gratitude towards the city council for their trust in her abilities and for their dedication to the city and its community. City Manager Hildreth also mentioned that she feels humbles and honored to work with such skilled individuals.

## **CLOSED SESSION**

None.

**ADJOURNMENT**

The Council adjourned at 9:02 p.m. to the meeting of February 20, 2024, at 5:30 p.m.

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Fernando Gabriel-Moraga,  
Acting Chief Deputy City Clerk

SEAL

---

Martha A. Flores, Mayor



## CITY COUNCIL AGENDA – FEBRUARY 20, 2024

**SUBJECT:** Authorization to Purchase Relief Valves for the Compressed Natural Gas Fueling Station

**SOURCE:** Public Works

**COMMENT:** As a result of safety certification requirements, the high-pressure relief valves for the City's Compressed Natural Gas (CNG) fueling station must be replaced or recertified annually. Staff requests to purchase a set of the necessary relief valves in order to expedite the process. In the future, the secondary set of valves can be sent for recertification while the CNG station remains available to fuel our fleet as well as public vehicles.

Attempts were made to obtain quotes from local vendors, Archrock, Cal Valley Equipment, and Surface Pumps, Inc. However, Surface Pumps, Inc. was the only vendor to respond with an estimate and the ability to provide the valves in the required time frame. A full set of valves for the three storage vessels, as well as full sets for both compressors, is estimated to cost \$19,461 (inclusive of all parts, taxes, freight, and a 10% contingency).

This is a high priority repair as the majority of the City Refuse fleet, part of the Transit fleet, and other outside agencies depend heavily on this CNG fueling station operating at peak capacity. Funding is available from the Shop Equipment Maintenance Fund.

**RECOMMENDATION:** That the City Council:

1. Authorize the purchase of relief valves for the CNG Fueling Station from Surface Pumps Inc. at a cost not to exceed \$19,461 (inclusive of all parts, taxes, freight, and a 10% contingency); and
2. Authorize payment of said repair upon satisfactory receipt of parts.

**ATTACHMENTS:** 1. City Of Porterville Relief Valves Quote

**Appropriated/Funded:**

**Review By:**

Department Director:  
Michael Knight, Public Works Director

Final Approver: Patrice Hildreth, City Manager



## ESTIMATE



Surface Pumps, Inc.  
PO BOX 5757  
Bakersfield, CA 93388-5757  
(661) 393-1545

ORDER NUMBER: 0106598  
ORDER DATE: 1/12/2024

SALESPERSON: 01-ER  
CUSTOMER NUMBER: 01-CITYOFP

## SOLD TO:

City of Porterville  
291 N. Main St.  
ianaya@ci.porterville.ca.us  
Porterville, CA 93257

## SHIP TO:

City of Porterville  
291 N. Main St.  
ianaya@ci.porterville.ca.us  
CNG/AnnualReliefValveChange/PM  
Porterville, CA 93257

## CONFIRM TO:

| CUSTOMER PO                          | SHIP VIA | F.C.A.  | TERMS       | ORDER TYPE/COMMENT             |          |          |
|--------------------------------------|----------|---------|-------------|--------------------------------|----------|----------|
| TBD                                  |          |         | Net 30 days | FCD/AnnualReliefValveChange/PM |          |          |
| ITEM NUMBER                          | U/M      | ORDERED | SHIPPED     | BACK ORDER                     | PRICE    | AMOUNT   |
| 11-91-12E51T5811<br>RELIEF VALVE     | EACH     | 2.00    | 0.00        | 0.00<br>Whse: 001              | 850.77   | 1,701.54 |
| 11-91-12D51T09I1<br>RELIEF VALVE     | EACH     | 2.00    | 0.00        | 0.00<br>Whse: 001              | 686.15   | 1,372.30 |
| 11-91-12D51T09I1350<br>RELIEF VALVE  | EACH     | 2.00    | 0.00        | 0.00<br>Whse: 001              | 686.00   | 1,372.00 |
| 11-91-12D51T09I1275<br>RELIEF VALVE  | EACH     | 2.00    | 0.00        | 0.00<br>Whse: 001              | 686.15   | 1,372.30 |
| 11-91-12C61P60C1<br>RELIEF VALVE     | EACH     | 2.00    | 0.00        | 0.00<br>Whse: 001              | 1,210.77 | 2,421.54 |
| 11-91-M2C61P6941<br>RELIEF VALVE     | EACH     | 2.00    | 0.00        | 0.00<br>Whse: 001              | 1,590.77 | 3,181.54 |
| 11-91-M2C61P69415000<br>RELIEF VALVE | EACH     | 3.00    | 0.00        | 0.00<br>Whse: 001              | 1,590.77 | 4,772.31 |
| /S&H                                 |          |         |             |                                |          | 0.00     |
| SHIPPING & HANDLING                  |          |         |             |                                |          |          |

ACCEPTED &amp; APPROVED:

DATE:

NET ORDER: 16,193.53  
DISCOUNT: 0.00  
FREIGHT: 0.00  
SALES TAX: 0.00  
**ORDER TOTAL: 16,193.53**

The signature authorizes Surface Pumps, Inc. to charge interest on outstanding balances, if not paid within the terms stated on the Invoice, at a rate of 1.5% per month (18% per annum) or to the extent permitted by law.



## CITY COUNCIL AGENDA – FEBRUARY 20, 2024

**SUBJECT:** Authorization for Printer/Copier Replacement for the Administration Department

**SOURCE:** Administrative Services

**COMMENT:** The Administration Department currently has a commercial-grade Kyocera printer/copier/scanner, which is a 55-page-per-minute black and white model. This current printer has been in service for ten (10) years and due to its age, as well as ever-changing technology, servicing this item and obtaining parts to repair it is very expensive and difficult, if not in some cases impossible. Therefore, staff is seeking to replace it with a printer also capable of color printing.

California Business Machines is an established City vendor and authorized seller of Kyocera and operates under OMNIA Contract Pricing. Staff received a quote from California Business Machines for a TA 6054ci Color MFP, which has the same features as the current model, with the exception that it operates in color and is a 60-page-per-minute model. Based on the Department's past year's average monthly volume of 13,000 pages per month, this model is suitable for speed and durability. This 60-page-per-minute speed model is rated to perform well with this volume range and much more.

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

The City was provided Kyocera's OMNIA Cooperative Contract Pricing for the model that meets the Department's needs. OMNIA Partners, Public Sector is an experienced cooperative purchasing organization for state and local governments. The Kyocera OMNIA Cooperative Contract has been competitively solicited and publicly awarded, providing the lowest pricing while eliminating the need for multiple pricing or bids. California Business Machines works in conjunction with OMNIA and is honoring the OMNIA Competitive Contract pricing. This allows California Business Machines to invoice, service, and support the printer directly.

Staff is requesting to purchase the Kyocera TA 6054ci from California Business Machines for the amount of \$9,500.00, plus the applicable sales tax. Funds for this purchase are available in the Administration Department's operating budget.

RECOMMENDATION: That the City Council approve the purchase of a copy machine for the Administration Department from California Business Machines utilizing Department budgeted funds in the amount of \$9,500.00, plus the applicable sales tax.

ATTACHMENTS: 1. Kyocera TA 6054ci - City of Porterville Quote

Appropriated/Funded:

Review By:

Department Director:  
Yuliana Andrade, Acting Administrative Services Director

Final Approver: Patrice Hildreth, City Manager





PROPOSAL for Sarai Vargas, City of Porterville HR Division to replace CP05 Kyocera TA 5501i B/W

# ***City of Porterville***

February 12, 2024

## **KYOCERA TA 6054ci Color Copier/MFP**

### **FEATURES:**

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

## **KYOCERA TA 6054ci COLOR COPIER/MFP**

**CASH PURCHASE**

**\$9,500 + Tax**

### **\*INCLUDED:**

- SET-UP, DELIVERY, NETWORK INSTALLATION, INSTRUCTION, AND CUSTOM SURGE AND NOISE PROTECTION.
- A COMPREHENSIVE MAINTENANCE AGREEMENT INCLUDING ALL PARTS, LABOR, AND SUPPLIES, (Except Paper and Staples), IS AVAILABLE FOR \$0.0085 B&W AND \$0.049 COLOR PAGES. RATES FIXED FOR 60 MONTHS.



## CITY COUNCIL AGENDA – FEBRUARY 20, 2024

SUBJECT: Authorization to Repair City Well No. 7

SOURCE: Public Works

COMMENT: The City of Porterville's Well No. 7, located on the Northeast corner of Orange Avenue and South Western Street, has experienced an operational failure to the submersible motor. The demand for the water system depends on all wells being operational, making it imperative that the operation of Well No. 7 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> |
|--------------------------------------|--------------|
| S. A. Camp Pump And Drilling Company | \$9,391      |
| Zim Industries Inc.                  | \$10,319     |
| Carver Pump Service                  | \$10,990     |

S. A. Camp Pump And Drilling was the lowest quote, and can immediately start correcting all the operational issues with City Well No. 7. Funding for the total cost of repair is available in the 2023/2024 Water Operating Fund at a cost not to exceed \$10,330 (inclusive of all parts, taxes, labor, and contingencies).

RECOMMENDATION: That the City Council:

1. Direct the Finance Director to initiate a Purchase Order to S. A. Camp Pump And Drilling for an amount not to exceed \$10,330 (inclusive of all parts, taxes, labor, and contingency) for the repair of City Well No. 7; and
2. Direct the Finance Director to make payment to S.A. Camp Pump And Drilling upon receipt of the invoice approved by the Public Works Director.

ATTACHMENTS:

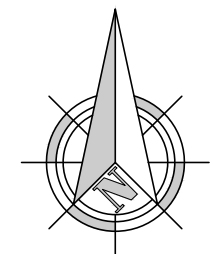
1. City well No. 7 Map
2. S.A. Camp Pump and Drilling Company Quote
3. Zim Industries Inc. Quote
4. Carver Pump Service Quote

Appropriated/Funded:

Review By:

Department Director:  
Michael Knight, Public Works Director

Final Approver: Patrice Hildreth, City Manager



0' 75' 150'

SCALE: 1" = 150'

CITY OF PORTERVILLE  
ENGINEERING DIVISION

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

LOCATOR MAP

|            |           |
|------------|-----------|
| DRAWN BY   | GG        |
| CHECKED BY | DC        |
| SCALE      | 1" = 200' |
| DATE       | 3/30/2022 |

SHEET  
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OF  
1

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

**CUSTOMER:** CITY OF PORTERVILLE  
**ATTN:** JONATHON  
**LOCATION:** WILL CALL - SAC SHOP

**DATE:** 1/30/24  
**PHONE:** 559-756-3515

---

| QTY                                                            | DESCRIPTION                    | AMOUNT   |
|----------------------------------------------------------------|--------------------------------|----------|
| <hr/>                                                          |                                |          |
| 1                                                              | 50 HP 480 V 3 PH HITACHI MOTOR |          |
| 350'                                                           | #6 WIRE                        |          |
| 2                                                              | #4 SPLICE KITS                 |          |
| 2                                                              | #6 SPLICE KITS                 |          |
| 2                                                              | #8 SPLICE KITS                 |          |
| TOTAL AMOUNT FOR THE ABOVE MATERIAL<br>AND 9-1/4% SALES TAX... |                                | 9,391.00 |

QUOTED BY: JOSE FELIX

JF/jr



## SALES ORDER

**ZIM INDUSTRIES INC.**

4545 E. Lincoln • Fresno, CA 93725

09514

DATE

2-6-29

SOLD TO City of Porterville

SHIP TO \_\_\_\_\_

ADDRESS Quota

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE # 559 756-3513

TERMS \_\_\_\_\_

ATTN: Jon Pratt

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

| QUANTITY | STOCK # | DESCRIPTION                 | PRICE | PER | AMOUNT |
|----------|---------|-----------------------------|-------|-----|--------|
| 1        |         |                             |       |     |        |
| 2        | 1       | 50 H.P. Hitachi Sub motor   |       |     | 7,300  |
| 3        | 500     | 6-3 Flat Tactored Sub cable |       |     | 2,020  |
| 4        | 2       | #4 Splice kits              | 17    | EA  | 34     |
| 5        | 2       | #6 Splice kits              | 14    | EA  | 28     |
| 6        | 2       | #8 Splice kits              | 7     | EA  | 14     |
| 7        |         | Interrog (Sub total)        |       |     | 9,446  |
| 8        |         | Sales Tax 9.25%             |       |     | 873.76 |
| 9        |         |                             |       |     |        |
| 10       |         |                             |       |     |        |
| 11       |         |                             |       |     |        |
| 12       |         |                             |       |     |        |
| 13       |         |                             |       |     |        |
| 14       |         |                             |       |     |        |
| 15       |         |                             |       |     |        |
| 16       |         |                             |       |     |        |
| 17       |         |                             |       |     |        |
| 18       |         |                             |       |     |        |
| 19       |         |                             |       |     |        |

BUYER \_\_\_\_\_

TOTAL 10,319.76





## CITY COUNCIL AGENDA – FEBRUARY 20, 2024

**SUBJECT:** Intent to Set a Public Hearing - Vacation of a Portion of College Avenue

**SOURCE:** Engineering and Project Management

**COMMENT:** The City has received a request to vacate an improved segment of College Avenue at Main Street. Attached is a locator map and legal description that illustrates the location of the public street to be vacated. Porterville College is implementing their Facilities Master Plan for the campus and as part of that plan, the circulation on College Avenue will no longer extend onto Main Street as a new road (Triunfo Avenue) is planned to connect Main Street and Plano Street south of Jamison Stadium. The roads for College Avenue and Triunfo Avenue will be constructed by Porterville College to City Standards.

Staff has reviewed the request to vacate the portion of College Avenue and believes that there are no problems with any other reversionary rights. The street vacation is necessary for the proposed orderly development of the Porterville College Facilities Master Plan.

All fees have been paid, and if the Council takes action to vacate a portion of the public street, the utility companies will be notified of the intent to vacate the portion of College Avenue. An easement will be retained for utilities that exist within the boundaries of College Avenue that is to be vacated.

**RECOMMENDATION:** That the City Council:

1. Approve the resolution of intent to abandon a portion of College Avenue; and
2. Set the Council meeting of March 19, 2024, as the time and place for the Public Hearing.

**ATTACHMENTS:**

1. Draft Resolution
2. Locator Map
3. Legal Description
4. Porterville College Facilities Master Plan Exhibit

**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  
OF INTENTION TO VACATE AND CLOSE TO PUBLIC USE AN IMPROVED  
SEGMENT OF COLLEGE AVENUE AT MAIN STREET**

**SECTION 1:** The Council of the City of Porterville, California, pursuant to Division 9, Part 3, Section 830, of Streets and Highways Code of the State of California, does hereby resolve as follows, to-wit:

That it is the intention of the Council of the City of Porterville to abandon and close to public use that certain right of way located in the City of Porterville, County of Tulare, State of California, and known generally as an improved portion of College Avenue at Main Street.

**SECTION 2:** A map or plan of said public rights of way intended to be vacated, abandoned and closed to public use is on file in the office of the City Clerk of the City of Porterville, reference to which is hereby made.

**SECTION 3:** The public convenience and necessity requires the reservation of easements and rights of way for public utility facilities enumerated in Section 8334.5 of the California Streets and Highways Code;

**SECTION 4:** The City of Porterville, in abandonment of said public rights of way to public use, reserves and excepts from the vacation the permanent easement and right at any time, or from time to time to construct, maintain, operate, replace, remove and renew sanitary sewers, water lines, and storm drains and appurtenant structures in, upon, over, and across said street or part thereof proposed to be vacated and pursuant to any existing franchises or renewals thereof, or otherwise, to construct, maintain, operate, replace, remove, renew and enlarge lines of pipes, conduits, cables, wires, poles and other convenient structures, equipment and fixtures for the operation of gas pipe lines, telegraph and telephone lines, railroad lines, and from the transportation or distribution of electric energy, petroleum and its products, ammonia, water and incidental purposes, including the access and the right to keep the property free from flammable

materials and wood growth, and otherwise protect the same from all hazards in, upon and over the street or part thereof herein proposed to be vacated.

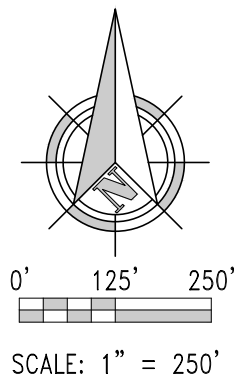
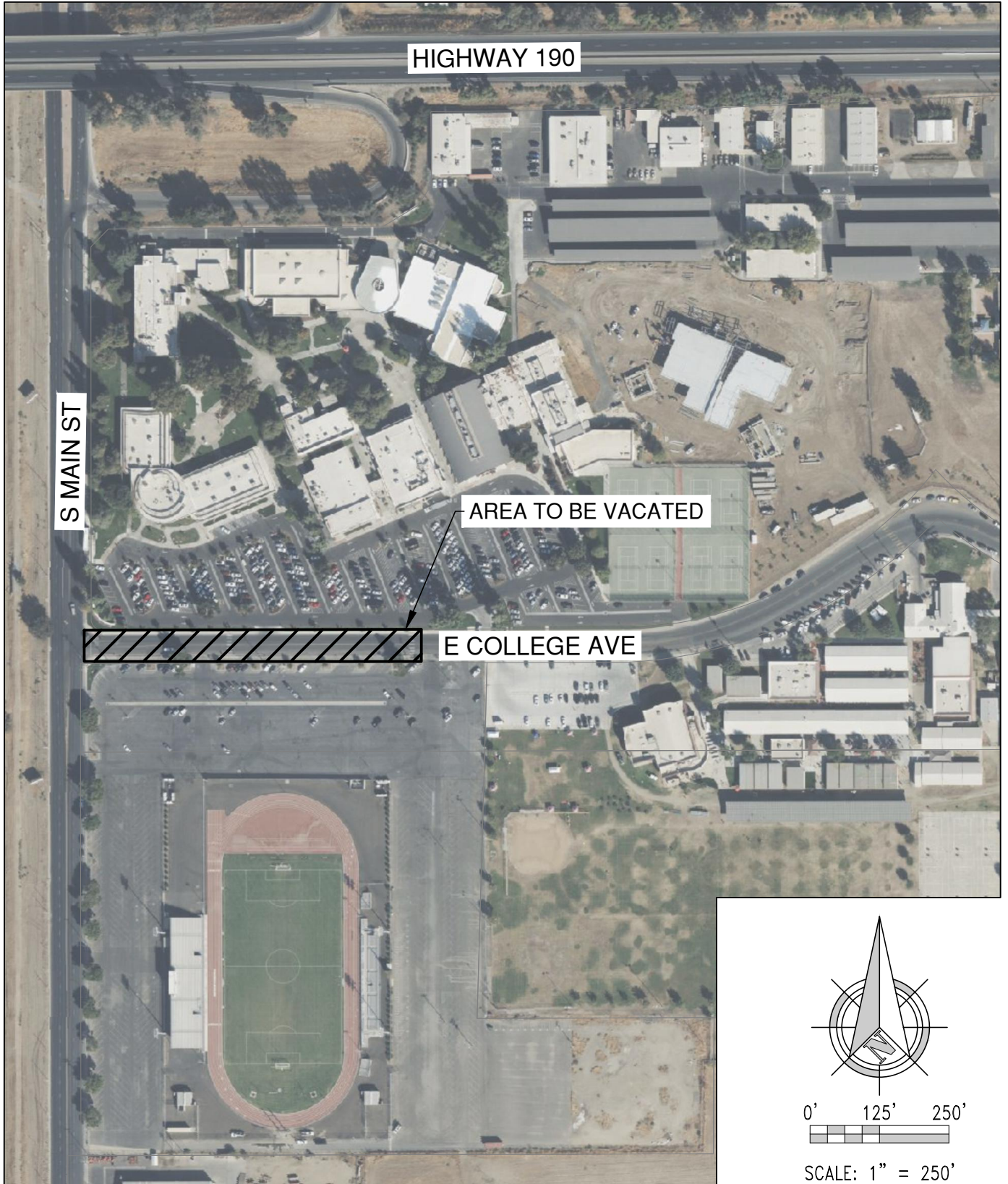
**SECTION 5:** Notice is further given that on Tuesday, the 19<sup>th</sup> day of March, 2024, at 6:30 p.m., or as soon thereafter as the matter can be heard, in the Council Chambers at City Hall in the City of Porterville, at 291 North Main Street, is hereby fixed for the time and place for hearing any objections to the vacation, abandonment and closing to public use of said public rights of way

**PASSED, APPROVED, AND ADOPTED** this 20<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 OF PORTERVILLE  
ENGINEERING DIVISION  
291 NORTH MAIN STREET  
PORTERVILLE, CA. 93257  
(559) 782-7462

## PROPOSED COLLEGE AVE VACATION

|            |           |
|------------|-----------|
| DRAWN BY   | GG        |
| CHECKED BY |           |
| SCALE      | 1" = 250' |
| DATE       | 2/13/2024 |

SHEET  
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OF  
1



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**COLLEGE AVENUE RIGHT-OF-WAY VACATION**

BEING A PORTION OF THE PROPERTY CONVEYED TO THE COUNTY OF TULARE FOR ROAD PURPOSES AS RECORDED SEPTEMBER 30, 1950 IN BOOK 1471, PAGE 300, TULARE COUNTY OFFICIAL RECORDS; ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE & MERIDIAN, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A BRASS CAP IN CONCRETE ACCEPTED AS THE WEST QUARTER CORNER OF SAID SECTION 1, THENCE ALONG THE WEST LINE THEREOF, NORTH 0°13'16" EAST A DISTANCE OF 1540.33 FEET; THENCE DEPARTING LAST SAID WEST LINE, SOUTH 89°46'44" EAST A DISTANCE OF 206.05 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF COUNTY ROAD 248 (MAIN STREET, 79' WIDE), SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF COLLEGE AVENUE AND ALSO BEING THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID NORTH RIGHT OF WAY LINE

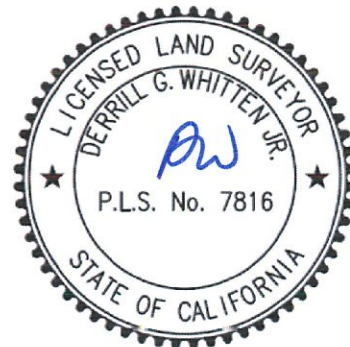
NORTH 89°49'06" EAST, A DISTANCE OF 651.44 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 52.00 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH 38°32'41" EAST; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE AND

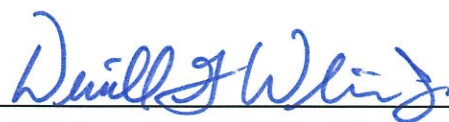
ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 73°20'14" AND AN ARC DISTANCE OF 66.56 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COLLEGE AVENUE; THENCE ALONG LAST SAID SOUTH RIGHT OF WAY LINE

SOUTH 89°49'06" WEST, A DISTANCE OF 635.62 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF COUNTY ROAD 248 (MAIN STREET); THENCE ALONG LAST SAID EAST RIGHT OF WAY LINE

NORTH 0°01'54" EAST, A DISTANCE OF 60.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 38,177 SQUARE FEET, MORE OR LESS.

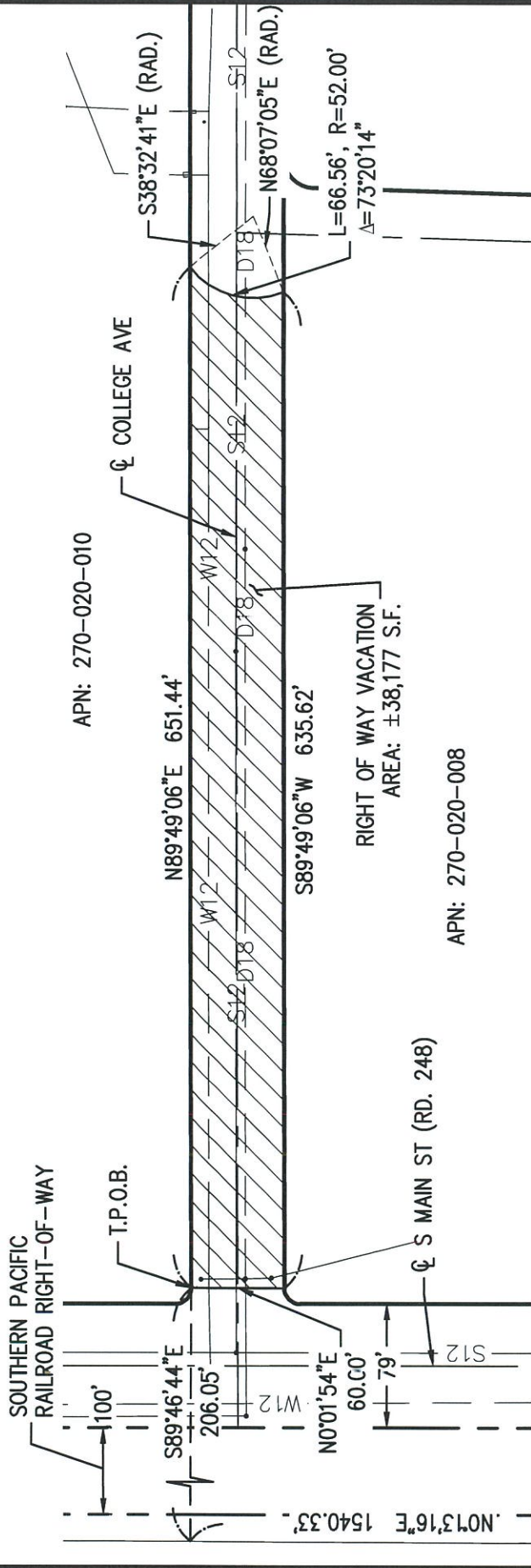


  
DERRILL G. WHITTEN JR., PLS 7816 2/11/2022

# EXHIBIT "B"

## COLLEGE AVENUE - RIGHT OF WAY VACATION

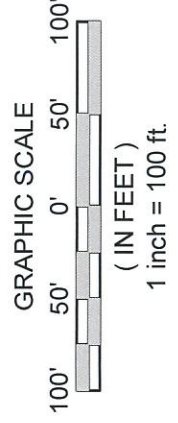
THIS MAP IS PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY



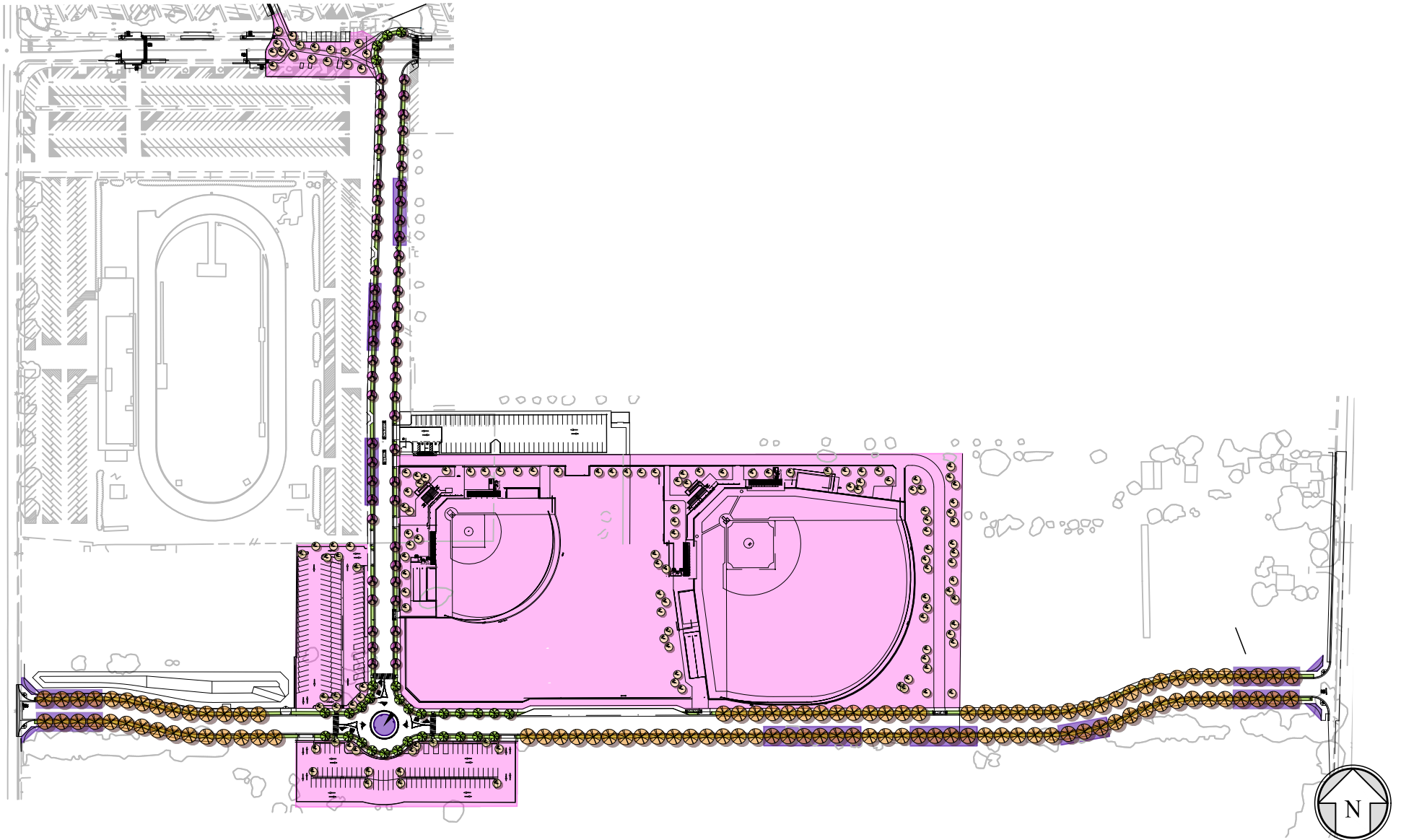
P.O.C.  
BRASS CAP IN CONCRETE  
W/4 CORNER OF SEC. 1, 22/27

### LEGEND

P.O.C. POINT OF  
COMMENCEMENT  
T.P.O.B. TRUE POINT  
OF BEGINNING



*Derrill G. Whitten Jr.*  
DERRILL G. WHITTEN JR., PLS NO. 7816  
2/11/2022  
DATE



NTS

5/22/23



# PORTERVILLE COLLEGE

## COLLEGE AVENUE AND TRIUNFO STREET







## CITY COUNCIL AGENDA – FEBRUARY 20, 2024

**SUBJECT:** Permanent Local Housing Allocation (PLHA) – Request for Proposals (RFP) Funding Recommendations

**SOURCE:** Community Development

**COMMENT:** As presented to the City Council at its meeting on May 19, 2020, the California Department of Housing and Community Development (HCD) announced the availability of approximately \$195 million in funding for the Permanent Local Housing Allocation (PLHA) program Notice of Funding Allocation (NOFA). In order to access the funds, the City had to adopt a Five-year PLHA Plan.

Since then, the City has received the allocation for the first three (3) years of the Five (5) year plan. As noted in the December 5, 2023, staff report, which is attached for reference, a change in operators for two (2) of the awarded projects and unsubscribed funds from the year 3 RFP, resulted in a need to re-issue an RFP for funds from all three years.

At its meeting on December 5, 2023, the Council authorized staff to distribute an RFP that includes year 1, year 2 and year 3, specifically for Navigation Center/Emergency/Bridge Housing and Permanent Supportive Housing operations, to include remaining Administrations (up to 5%) for a total of \$292,545.48.

On January 19, 2024, RFP 22/23-SR1957 closed, with the City receiving an application from Central California Family Crisis Center (CCFCC), Family Services of Tulare County (FSTC), and Kings View. The review committee determined that there are sufficient funds available to fund all three proposals for the requested amounts. Staff is presenting a recommendation for funding (summary included as attachment) for Council's consideration to award PLHA funds totaling \$174,048.27 to CCFCC (\$54,973.53), FSTC (\$12,894) and Kings View (\$106,180.74) for Permanent Supportive Housing Operations, Navigation Center Operations and Emergency & Bridge Housing Operations.

Additionally, a total of \$118,497.21 in funds still available for Permanent Supportive Housing program operations, which will be brought back to City Council at a later date with recommendations to be considered, following a public hearing notice.

**RECOMMENDATION:** That the City Council:

1. Award Central California Family Crisis Center in the  
Item No. 6.



amount of \$34,973.53 for Permanent Supportive Housing (PSH) Operations and \$20,000 for Emergency Shelter & Bridge Housing Operations;

2. Award Family Services of Tulare County in the amount of \$12,894 for Permanent Supportive Housing Operations; and
3. Award Kings View in the amount of \$87,963.98 for Navigation Center Operations and \$18,216.76 for Emergency Shelter & Bridge Housing Operations.

ATTACHMENTS:

1. PLHA RFP Funding Recommendations
2. Staff Report from December 5, 2023

Appropriated/Funded:

Review By:

Department Director:  
Claudia Calderon, Acting Community Development Director

Final Approver: Patrice Hildreth, City Manager

**RFP 22/23-SR1957 Funding Recommendations**

| <b>Kings View</b>             | Year | Program     | Admin      | Total               |
|-------------------------------|------|-------------|------------|---------------------|
| Navigation Center Operations  | 2    | \$83,565.78 | \$4,398.20 | \$87,963.98         |
| Emergency & Bridge Housing Op | 2    | \$17,305.92 | \$910.84   | \$18,216.76         |
|                               |      |             |            | <b>\$106,180.74</b> |

## Total Awards

| <b>CCFCC</b>   | Year | Program     | Admin  | Total              |
|----------------|------|-------------|--------|--------------------|
| PSH Operations | 1    | \$9,973.53  | \$0.00 | \$9,973.53         |
| PSH Operations | 2    | \$20,000.00 |        | \$20,000.00        |
| PSH Operations | 3    | \$25,000.00 |        | \$25,000.00        |
|                |      |             |        | <b>\$54,973.53</b> |

## Total Awards

| <b>FSTC</b>    | Year | Program             | Admin             | Total               |
|----------------|------|---------------------|-------------------|---------------------|
| PSH Operations | 3    | \$12,280.00         | \$614.00          | \$12,894.00         |
|                |      |                     |                   | <b>\$12,894.00</b>  |
| <b>Totals</b>  |      | <b>\$168,125.23</b> | <b>\$5,923.04</b> | <b>\$174,048.27</b> |



## CITY COUNCIL AGENDA – DECEMBER 5, 2023

**SUBJECT:** Permanent Local Housing Allocation Request for Proposals (RFP) – Additional Funds to be included in RFP No. 22/23-SR1957

**SOURCE:** Community Development

**COMMENT:** As presented to the City Council at its meeting on May 19, 2020, the California Department of Housing and Community Development (HCD) announced the availability of approximately \$195 million in funding for the Permanent Local Housing Allocation (PLHA) program Notice of Funding Allocation (NOFA). In order to access the funds, the Council adopted a Five-Year PLHA plan on July 21, 2020. The plan allocates PLHA funding over the five-year term, which is estimated to be approximately \$2,056,524.

On February 26, 2021, the City received the executed agreement for the Five-Year PLHA plan and Year 1 funding in the amount of \$342,754. An amendment to the Five-Year Plan was submitted with the Year 2 application and on December 10, 2021, the City was notified by HCD that the City's amendment to the Five-Year Plan and application for second year funding was approved. The City received \$532,745 for Year 2. Funding for the first two years has been awarded via the Request for Proposals (RFP) process and programs are underway.

On February 23, 2023, the City received an executed agreement for the 2021 (third year) PLHA funding in the amount of \$586,270.00, totaling \$1,461,769 for the first three years. At its meeting on May 16, 2023, the Council approved to reopen the RFP for 2021 PLHA, specifically for the activity of Permanent Supportive Housing Program Operating costs. This was for \$55,475.26, the unsubscribed amount from RFP No.22/23-SR1944 issued on March 24, 2023.

On June 5, 2023, as staff prepared to publish the reopening of this RFP, Turning Point of Central California (TPOCC) notified staff that they were not going to accept the award from RFP No.22/23-SR1944, as they were ceasing operations of the Porterville Navigation Center on June 30, 2023. At its meeting on July 18, 2023, Council authorized staff to publish an RFP for the Operations of the Porterville Navigation Center and to incorporate the PLHA funding that was originally awarded to the Porterville Navigation Center (RFP No. 22/23-SR1944) as a result of this change in operators.

In June 2023, TPOCC notified staff that they were expecting to have remaining 2020 PLHA (Year 2) funds at the end of the fiscal year, June 30, 2023. Staff delayed the reopening of the 2021 RFP, to bring back the item to Council to request authorization to include Year 2 funds of \$100,871.70 in the RFP No.

Item No. 9.

22/23-SR1957, specifically for Navigation Center/Emergency/Bridge Housing operations and to allow for up to five percent (5% or maximum of \$5,309.04) in administrative costs from the Administration allocation totaling an additional \$106,180.74.

On August 29, 2023, as staff was finalizing this staff report to be presented at the September 4, 2023, Council meeting, TPOCC informed City staff that as of October 31, 2023, they would no longer be administering the Permanent Supportive Housing (PSH) 12-bed program that was partially funded with PLHA funds. It was anticipated that they would have remaining funds that would need to be included in the RFP for PSH operations for both Year 1 (2019) and Year 2 (2020) of the PLHA Five-Year plan. TPOCC's final invoice was received on November 22, 2023, reflecting a balance of \$9,973.53 for Year 1 and the full awarded amount of \$53,274.50 for Year 2.

This addition would increase the available funding from \$55,475.26 to \$281,373.73. However, it would need to remain in each specific eligible use as to not exceed the percentages outlined in the adopted PLHA Five-Year plan approved by HCD. The following chart outlines the funding available in each category of eligible uses. Remaining Administration allocations were also received, totaling \$11,171.75 as outlined in the chart below.

| Plan Year | Available    | Eligible Use                            | Remaining Admin Allocation | Expenditure Deadline |
|-----------|--------------|-----------------------------------------|----------------------------|----------------------|
| Year 1    | \$9,973.53   | Permanent Supportive Housing Operations | \$0                        | June 30, 2024        |
| Year 2    | \$83,565.78  | Navigation Center Operations            | \$4398.20                  | June 30, 2025        |
| Year 2    | \$17,305.92  | Emergency & Bridge Housing Operations   | \$910.84                   | June 30, 2025        |
| Year 2    | \$53,274.50  | Permanent Supportive Housing Operations | \$0                        | June 30, 2025        |
| Year 3    | \$117,254.00 | Permanent Supportive Housing Operations | \$5,862.71                 | June 30, 2026        |

|        |              |  |             |  |
|--------|--------------|--|-------------|--|
| Totals | \$281,373.73 |  | \$11,171.75 |  |
|--------|--------------|--|-------------|--|

RECOMMENDATION: That the City Council authorize staff to issue an RFP that includes Year 1, Year 2 and Year 3 PLHA funds to the RFP No. 22/23 - SR1957, specifically for Navigation Center/Emergency/Bridge Housing and Permanent Supportive Housing operations, to include remaining Administration (up to 5%) for a total of \$292,545.48.

ATTACHMENTS: 1. Draft Request for Proposals

Appropriated/Funded:

Review By:

Department Director:  
Jason Ridenour, Assistant City Manager

Final Approver: John Lollis, City Manager



CITY OF PORTERVILLE

REQUEST FOR PROPOSALS FOR PERMANENT LOCAL HOUSING  
ALLOCATION (PLHA) THIRD YEAR FUNDING OF 2019-2023 FIVE YEAR  
PLAN - REOPENED  
RFP No. 22/23 - SR1957

The City of Porterville has reopened this RFP and is seeking qualified nonprofit organizations and affordable housing developers to propose use of PLHA funds for projects that benefit individuals or families that are experiencing homelessness as described in eligible activities in this RFP.

**Submittal:** One PDF file must be received by:  
**Friday, January 19, 2024, by 5:00 pm.**  
Via the Public Purchase Website:  
[www.publicpurchase.com](http://www.publicpurchase.com), or  
[housing@ci.porterville.ca.us](mailto:housing@ci.porterville.ca.us)

**Document Title:** RFP No. 22/23-SR1957 Permanent Local Housing Allocation (PHLA)  
Third Year Funding of 2019-2023 Five Year Plan

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

**INQUIRIES:**

Proposal forms may be inspected and electronically downloaded at no cost, at the Public Purchase website, **[www.publicpurchase.com](http://www.publicpurchase.com)**. No copies of said documents will be provided by the City. All addenda and correspondence during the bid process will be handled electronically through the Public Purchase website. **Questions regarding this project are due no later than Wednesday, January 17, 2024.**

# REQUEST FOR PROPOSALS (RFP) FOR FIVE YEAR PLHA PLAN

## I. PROPOSED PROJECT

**PROJECT TITLE:** PLHA Five Year Plan (2019-2023) - Year 3 Funding

**GRANTOR:** California Department of Housing and Community Development (HCD)

**PROPOSAL DUE DATE:** January 19, 2024

**AMOUNT AVAILABLE:** Third year remaining balance is \$52,701.50 for single or multiple projects, with the possibility of additional funds to be available estimated at \$2,056,524 for the five-year plan. Additionally, up to \$281,373.73 available for year 1, year 2 and year 3 funding. Additionally, \$11,171.75 is available in Administration funding remaining from unused returned funds.

| Plan Year           | Available    | Eligible Use                            | Remaining Admin Allocation | Expenditure Deadline |
|---------------------|--------------|-----------------------------------------|----------------------------|----------------------|
| Year 1              | \$9,973.53   | PSH Operations                          | 0                          | June 30, 2024        |
| Year 2              | \$83,565.78  | Navigation Center Operations            | \$4,398.20                 | June 30, 2025        |
|                     | \$17,305.92  | Emergency & Bridge Housing Operations   | \$910.84                   | June 30, 2025        |
|                     | \$53,274.50  | Permanent Supportive Housing Operations | \$0.00                     | June 30, 2025        |
| Year 3              | \$117,254.00 | Permanent Supportive Housing Operations | \$5,862.71                 | June 30, 2026        |
|                     |              |                                         |                            |                      |
| <b>\$281,373.73</b> |              |                                         | <b>\$11,171.75</b>         |                      |

**ADMINISTRATIVE ALLOWANCE:** As noted above up to 5% of request.

**TIME PERIOD FOR CONTRACT:** One-year grant term for operating expenses for a permanent supportive service project, (please note that Year 1 funding must be expended by June 30, 2024) Navigation Center, Emergency or Bridge Housing shelter. Funding in 5yr Plan will be announced when received.

### **IMPORTANT DOCUMENTS:**

Please read the following document located at: <https://www.hcd.ca.gov/grants-and-funding/programs-active/permanent-local-housing-allocation>

- Notice of Funding Announcement: Applicants must ensure that program design meets the 2022 HCD NOFA
- Permanent Local Housing Allocation Final Guidelines
- City of Porterville Permanent Local Housing Allocation Five-Year Plan (2019-2023): [https://www.ci.porterville.ca.us/departments/community\\_development/community\\_development\\_block\\_grant\\_program\\_\(cdbg\)/index.php](https://www.ci.porterville.ca.us/departments/community_development/community_development_block_grant_program_(cdbg)/index.php)

**OBJECTIVE:** In 2017, Senate Bill 2 (the Building Homes and Jobs Act) created the Permanent Local Housing Allocation (PLHA) program. The California Department of Housing and Community Development (HCD) announced the availability of approximately \$195 million in funding for the PLHA program Entitlement and Non-entitlement Local government formula component Notice of Funding Availability (NOFA). This is the 3<sup>rd</sup> year NOFA funded from moneys deposited in the Building Homes and Jobs Trust Fund (Fund) in calendar year 2021, pursuant to Senate Bill (SB) 2 (Chapter 364, Statutes of 2017). SB 2 established the Fund and authorizes the Department to allocate 70 percent of moneys collected and deposited in the Fund, beginning in calendar year 2019, to Local governments for eligible housing and homelessness activities. The intent of the bill is to provide a permanent, ongoing source of funding to Local governments for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities.

The City of Porterville, as an Entitlement Local government, applied and received 2021 formula allocation of PLHA funds in the amount of \$586,270. The approximate PLHA five-year formula allocation amount is \$2,056,524. PLHA funds must be used to carry out one or more of the eligible activities. **This RFP is being reopened to provide an opportunity to Permanent Supportive Housing program operators to apply for the remaining \$52,701.50 plus up to 5% admin costs that were not requested in the first RFP period. This total plus other funds that have become available from other projects that changed operator to altogether total \$281,373.73 plus \$11,171.75 in administration funds for Permanent supportive housing, Navigation Center, Emergency or Bridge Housing shelter operating expenses for Year 1, Year 2 and Year 3 have also been added to this RFP. Please review chart above for details on how much is available in each category.**

The City of Porterville plans to use PLHA funds for three (3) priorities, distributed over three (3) possible activities that assist persons who are experiencing homelessness or at risk of homelessness. *§301(a)(6) Assisting persons who are experiencing or At-risk of homelessness, including, but not limited to, providing rapid re-housing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.*

The eligible activities in the City's five-year plan include:

1. Provide operating costs for navigation centers
2. Provide operating costs for emergency shelters and/or bridge housing programs.
3. Support Permanent Housing Programs:
  - a. Provide operating costs for permanent supportive housing programs.

## **II. ELIGIBLE APPLICANTS**

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Affordable Housing Developers and Nonprofit organizations are eligible to apply that can demonstrate institutional, managerial and financial capability to plan, manage and complete the program as described.

## **III. LOCAL CRITERIA**

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The recipient or sub-recipient must participate with local priority systems that are in place to include the following; HMIS for data collection, Coordinated Entry System (CES), and project must be financially feasible. Additionally, the activities funded must take place in the city limits of Porterville.

## **IV. ELIGIBLE ACTIVITY**

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The applicant may apply for funding for one or more of the eligible activities.

### **OPERATING COSTS FOR NAVIGATION CENTERS**



PLHA funds can be used for operation costs associated with a new or existing Navigation Center. The Navigation Center would serve as a central location for people who are experiencing homelessness to connect to services to help them obtain housing or overcome barriers in obtaining housing.

**OPERATING COSTS FOR EMERGENCY SHELTERS AND/OR BRIDGE HOUSING PROGRAMS.**

PLHA funds can be used for operating costs needed to run an emergency shelter and/or operating costs for a bridge housing beds, leading to permanent housing. This will assist in ensuring that low barrier beds for people who have been identified by the local Continuum of Care on Homelessness, the Kings/Tulare Homeless Alliance (KTHA) continue to be available.

**PERMANENT HOUSING PROGRAMS: OPERATING COSTS FOR PERMANENT SUPPORTIVE HOUSING PROGRAMS (PSH)**

Permanent housing is community-based housing, the purpose of which is to provide housing without a designated length of stay. PLHA funds may be used for operating costs. PSH can only provide assistance to individuals with disabilities and families in which one adult or child has a disability. Supportive services designed to meet the needs of the program participants must be made available to the program participants. Placement or retention in housing must not be conditional upon participation in such services.

*PSH Targets Chronically Homeless Individuals*

To be eligible, proposed PSH projects must target chronically homeless individuals, as defined by HUD.

*PSH is Low-barrier and Follows HUD Housing First Approach*

To be eligible, proposed PSH projects must be low-barrier and follow the HUD Housing First Approach.

## **V. GENERAL ELIGIBILITY CRITERIA**

Applicants must meet the minimum general eligibility criteria described below:

- Activities must take place in the City limits of Porterville
- Organizations must not discriminate on the basis of ethnicity, race, color, creed, religion, gender, national origin, age, disability, marital status, sexual orientation, gender identity, or Veteran's discharge status.
- Applicants must agree to use the CoC's CES as the sole referral source for each program component. The CES is the central access and referral point for all homeless individuals seeking housing in City of Porterville. This system will identify the most appropriate housing options while also prioritizing the most vulnerable individuals for placement into permanent housing. The system will then maintain a steady flow of referrals to all available housing options. To ensure these individuals have appropriate access to the program components, a project may need to modify its entrance criteria or use reasonable accommodation to admit tenants who would otherwise not be able to apply. By agreeing to use the coordinated entry system as the sole referral source, applicants agree to make reasonable accommodation to accept the referrals.
- Applicants must agree to operate projects under the "Housing First" model, meaning prospective tenants are not required to agree to participate in services prior to entering the housing nor can service participation be a requirement of tenancy. Tenants can be required to adhere to a standard market lease, and their tenancy should be supported by eviction prevention strategies, including the engagement of services as appropriate.
- Multiple organizations may apply as a collaborative or joint venture; however, a lead entity must be designated.

- Organizations must be able to demonstrate capacity to start operations within 90 days of contract award.
- Organizations must have adequate financial capacity to perform proposed operations on a reimbursement basis
- Organizations must submit reports and invoices in a timely manner.

## **VI. APPLICATION SUBMISSION REQUIREMENTS**

### **APPLICATION PROCESS**

Applications from this Request for Proposals (RFP) from Qualified Agencies will be accepted beginning Saturday, December 9, 2023 through Friday, January 19, 2024. Agencies funded as a result of this RFP are expected to execute contracts with the City of Porterville by December February 29, 2024 and begin program operations no later than 60 days from contract execution.

Respondents shall submit a complete RFP application, (including all attachments), to:

All proposals must be submitted in PDF format electronically to the City of Porterville, via the Public Purchase website, [www.publicpurchase.com](http://www.publicpurchase.com), or via email to [housing@ci.porterville.ca.us](mailto:housing@ci.porterville.ca.us) and titled “RFP No. 22/23-SR1957 Permanent Local Housing Allocation (PLHA) Third Year Funding of 2019-2023 Five Year Plan - Reopened”.

The City will review and evaluate each qualification and proposal submission. The City reserves the right to obtain clarification or request additional information, including an interview. If an interview is required, they will be scheduled for January 29, 2024 to February 3, 2024. Proposals will be evaluated and ranked according to the following criteria:

| Criteria                                                                             | Points |
|--------------------------------------------------------------------------------------|--------|
| Understanding of the project and scope of services                                   | 40     |
| Experience in the disciplines directly relevant to the project and scope of services | 30     |
| Proposed budget and fee structure                                                    | 30     |

Following an evaluation of the proposals, it is expected that the selected agency(ies) will be recommended to the City Council for approval. If approved by the City Council, a subrecipient agreement will be executed between the City of Porterville and the selected agency(ies).

The City of Porterville, as a unit of local government, reserves the right to reject any and/or all proposals, reserve the right to waive any formalities or irregularities in the proposal or evaluation process, and reserve the right to award contract(s) in the best interest of the City of Porterville. In addition, the City will not reimburse costs associated with the preparation or presentation of the proposals.

### **APPLICATION FORMAT**

The submitted proposals should contain the following components:

- Applicant Information Form (Attachment A)
- Project Narrative
  - Program Description and Design
  - Management of Program

- Fiscal Management
- Diversity and Multicultural Competency
- Estimated Spending Plan and Revenue Summary Form (Attachment B)

## **APPLICANT INFORMATION FORM**

See form in Attachment A.

## **PROJECT NARRATIVE**

1. Program Description and Design (Limit your response to 3 pages)
  - a. Program Description
    - i. Provide a short, one or two sentence explanation of the purpose of this program and what the funds will be used on.
    - ii. Explain why the program is needed.
  - b. Provide a detailed description of your entire proposal as below:
    - i. Describe the scope of the project, including the number of households that will be served annually, the program services and financial assistance that will be offered to address housing and supportive service needs. Detail the program activities under this service model and how each one will help to achieve one or more of the eligible activities listed in the City of Porterville's PLHA Five-Year Plan.
    - ii. Describe annual outcomes the project expects to accomplish throughout the grant period.
    - iii. Describe how program services and/or other resources within your agency will be used to quickly reduce housing barriers and quickly engage participants in successfully maintaining housing stability.
    - iv. Describe how your project will achieve geographic dispersion and client choice in offering housing placements throughout the City of Porterville.
    - v. Describe the project timeline for program start-up, hiring staff, and achieving fully operational status.
    - vi. If the applicant is partnering with another organization to provide housing and/or services to project participants, list the names of the partners and provide information on the specific roles and responsibilities of each.
    - vii. Describe how you intend to measure program effectiveness in terms of outcomes to be achieved.
  - c. Participants
 

Describe your agency's experience in the past two years providing services to persons who are experiencing homelessness or at risk of homelessness.

    - i. Describe how you determined the number of clients to be served with the funding requested in this application.
    - ii. Describe the population(s) you intend to serve. Explain how the target population is identified, qualified and monitored. How will the project link populations to units of non-time limited housing?
  - d. Personnel
    - i. Describe the overall staffing plan to accomplish activities in the proposed program, including project leadership, reporting responsibilities, and daily program operations.
  - e. Collaboration/Coordination
 

Describe any formal or informal coordination, partnerships, or collaborations with other organizations proposed in this application.

- i. Will the proposed program use subrecipients and/or subcontractors? If yes, please list each partner agency, describe their role as either a subrecipient or contractor, describe what services and the frequency of services that will be offered by the partner agency, and provide a brief description of the partner agency's experience providing homelessness services.
    - ii. Describe the organization's ability to collect data electronically and your agency's plan to participate in HMIS and/or Coordinated Entry.
2. Fiscal Management (Limit your response to one page)
  - a. Please outline the organization's initial program budget, including the availability of other revenue sources. Complete the Estimated Spending Plan and Revenue Summary Form (Attachment B). If the sections do not apply to your program type or you are not requesting funds please enter \$0 or N/A. **Do not leave sections blank.**
  - b. As part of the organization's initial program budget, please identify all personnel who will provide direct or indirect support of the organization's proposed services. Include each position title, the number of staff positions within each position title, and the number of Full Time Equivalents (FTEs) within each position title category. Identify additional fund source(s) that pays for each staff member's salary. These positions should be the same as those listed in the Personnel section of the proposal.
  - c. Describe how the organization will assure the proper use and safeguarding of public funds and experience using government funds. Does your organization have policies and procedures regarding the financial operations of the organization? Have recent reviews or audits of the organization by a certified public accountant or other financial professional identified any weaknesses in the organization's financial internal controls? If so, please provide the written report identifying the weaknesses and describe how the organization has responded to correct weaknesses.
  - d. Describe the organizations overall financial condition and the applicant's ability to fund potential cost overruns or other costs not anticipated in the project budget.
  - e. Provide copies of the last single audit and 990 filed
3. Diversity and Multicultural Competency (Limit your response to one page)  
 Cultural Competency is defined as:
  - Having a defined set of values and principles, and demonstrating behaviors, attitudes, policies and structures that enable the organization to work effectively in cross-cultural situations; and
  - Having the capacity to 1.) value diversity, 2.) conduct self-assessment, 3.) manage the dynamics of difference, 4.) acquire institutional knowledge, and 5.) adapt to diversity and the cultural contexts of the communities being served; and
  - Incorporating the above in all aspects of policy making, administration, practice, service delivery and involving consumers and key stakeholders.
  - a. Explain your agency's philosophy and the specific efforts that are in place to assure that this project will be culturally competent and linguistically accessible for the population that will be served. Be sure to include the following information in your response:
    - i. Based on your understanding of the target population and subpopulation(s), describe how your project will be culturally relevant, sensitive, and linguistically accessible for the individuals or households that will be served, including efforts related to staffing, outreach and service design (i.e., how the project will help reduce barriers to housing and services for individuals of color and those households for whom English is not the primary language);
    - ii. Describe how the ethno-cultural backgrounds of your project staff and agency board reflect that of the identified population to be served and/or how your agency

- is working to broaden staff and board diversity and knowledge around cultural competency; and
- iii. Describe any means or efforts that are in place to assess the cultural competency of your organization and make changes accordingly.

**ESTIMATED SPENDING PLAN AND REVENUE SUMMARY FORM**

See Attachment B.

## **VII. RESPONSIVENESS**

All proposals will be reviewed to determine compliance with administrative requirements and instructions specified in this RFP. The Applicant is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive. The City of Porterville also reserves the right at its sole discretion to waive minor administrative irregularities.

## ATTACHMENTS

### ***A – Applicant Information Form***

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Project title:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 2. Project location:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 3. Number of households served on a given day: ____ Number of households served annually:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 4. Number of individuals served on a given day: ____ Number of Individuals served annually:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 5. a. This project is specifically designed to serve the following population:<br>(Please be very specific and check only those that apply)<br><br><input type="checkbox"/> Homeless single adults<br><input type="checkbox"/> Homeless families with children<br><input type="checkbox"/> Homeless young adults (ages 18 - 25)<br><br>5. b. This project is specifically designed to serve the following subpopulation:<br>(Please check all that apply)<br><br><input type="checkbox"/> Homeless households living on the streets<br><input type="checkbox"/> Homeless households living in shelters<br><input type="checkbox"/> Homeless households living in transitional housing<br><input type="checkbox"/> Persons who are chronically homeless<br><input type="checkbox"/> Persons with serious mental illness<br><input type="checkbox"/> Persons with significant drug/alcohol addictions<br><input type="checkbox"/> Persons with chronic medical condition(s)<br><input type="checkbox"/> Persons exiting the foster care system<br><input type="checkbox"/> Persons exiting criminal justice facilities<br><input type="checkbox"/> Persons exiting mental health or psychiatric inpatient facilities<br><input type="checkbox"/> Persons exiting residential chemical dependency treatment facilities |
| 6. DUNS Number:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 7. Federal Tax ID Number:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 8. Contact Information for Project Applicant:<br>Lead Applicant Agency:<br>_____<br><br>Agency Mailing<br>Address: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

Total Annual Agency Operating Budget (for all activities of the applicant agency from all sources):

\_\_\_\_\_

|                                           | Executive Director | Program Manager | HMIS Data Manager | Finance/Bookkeeper |
|-------------------------------------------|--------------------|-----------------|-------------------|--------------------|
| Name                                      |                    |                 |                   |                    |
| Title                                     |                    |                 |                   |                    |
| Address (if different mailing then above) |                    |                 |                   |                    |
| Phone                                     |                    |                 |                   |                    |
| FAX                                       |                    |                 |                   |                    |
| Email                                     |                    |                 |                   |                    |

9. Applicant Type

- ☐ Nonprofit organization  
☐ Affordable Housing Developer

10. Provide the caption, cause number, Court, Counsel, and general summary of any litigation pending or judgment rendered within the past three (3) years against the applicant, as applicable.

11. Indicate the extent, if any, to which the firm, association or corporation or any person in a controlling capacity or any position involving the administration of federal, state or local funds; is currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any agency; has been suspended, debarred, voluntarily excluded or determined ineligible by any agency within the past three (3) years; does have a proposed debarment pending; has been indicted, convicted or has a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or misconduct with the past three (3) years.

### PLHA RFP- Proposed Budget

*Please complete each category for each year you are requesting funding, proposed eligible uses are examples and can be modified. For questions on eligible uses beyond what is listed please email through the public purchase website. [www.publicpurchase.com](http://www.publicpurchase.com)*

#### Funding Requested

| Year 1                                          | Project Type                                | Amount Available | Proposed Eligible Use                                                                                              | Amount |
|-------------------------------------------------|---------------------------------------------|------------------|--------------------------------------------------------------------------------------------------------------------|--------|
| Expenditure Deadline<br>June 30, 2024           | PSH Operations                              | \$ 9,973.53      | Salary & Wages                                                                                                     |        |
|                                                 |                                             |                  | Fringe                                                                                                             |        |
|                                                 |                                             |                  | Cost related to provision of services<br>(i.e. space costs, utilities, office<br>expenses, supplies and materials) |        |
|                                                 | Administration                              | Not Available    |                                                                                                                    |        |
|                                                 |                                             |                  |                                                                                                                    |        |
| Year 2<br>Expenditure Deadline<br>June 30, 2025 | Navigation Center Operations                | \$ 83,565.78     | Salary & Wages                                                                                                     |        |
|                                                 |                                             |                  | Fringe                                                                                                             |        |
|                                                 |                                             |                  | Cost related to provision of services<br>(i.e. space costs, utilities, office<br>expenses, supplies and materials) |        |
|                                                 | Administration (Navigation Center)          | \$ 4,398.20      |                                                                                                                    |        |
|                                                 | Emergency & Bridge Housing Operations       | \$ 17,305.92     | Salary & Wages                                                                                                     |        |
|                                                 |                                             |                  | Fringe                                                                                                             |        |
|                                                 |                                             |                  | Cost related to provision of services<br>(i.e. space costs, utilities, office<br>expenses, supplies and materials) |        |
|                                                 | Administration (Emergency & Bridge Shelter) | \$ 910.84        |                                                                                                                    |        |
|                                                 | Permanent Supportive Housing Operations     | \$ 53,274.50     | Salary & Wages                                                                                                     |        |
|                                                 |                                             |                  | Fringe                                                                                                             |        |
|                                                 |                                             |                  | Cost related to provision of services<br>(i.e. space costs, utilities, office<br>expenses, supplies and materials) |        |
|                                                 | Administration (PSH)                        | Not Available    |                                                                                                                    |        |
| Year 3<br>Expenditure Deadline<br>June 30, 2026 | Permanent Supportive Housing Operations     | \$ 117,254.00    | Salary & Wages                                                                                                     |        |
|                                                 |                                             |                  | Fringe                                                                                                             |        |
|                                                 |                                             |                  | Cost related to provision of services<br>(i.e. space costs, utilities, office<br>expenses, supplies and materials) |        |
|                                                 | Administration (PSH)                        | \$ 5,862.71      |                                                                                                                    |        |
|                                                 |                                             |                  |                                                                                                                    |        |
| Total Project Available                         |                                             | \$ 281,373.73    | Total Program Request                                                                                              |        |
| Total Admin Available                           |                                             | \$ 11,171.75     | Total Admin Request                                                                                                |        |
| Total Available                                 |                                             | \$ 292,545.48    |                                                                                                                    |        |





## CITY COUNCIL AGENDA – FEBRUARY 20, 2024

**SUBJECT:** Consideration of Updated Statement of Investment Policy

**SOURCE:** Finance

**COMMENT:** The City of Porterville's Statement of Investment Policy was last considered and approved by the City Council in July 2006. Staff has recently reviewed the investment policy and are proposing an updated version to clarify and strengthen the requirements for investing, safekeeping, and reporting of the City's investment portfolio. The revisions include additions to the list of authorized and acceptable investments. The updated policy continues to meet the statutory requirements governing the investment of public funds.

On January 24, 2024, the City's Audit Committee met to review the updated Statement of Investment Policy and recommended approval of the same.

**RECOMMENDATION:** That the City Council adopt the resolution approving the updated Statement of Investment Policy.

**ATTACHMENTS:**

1. Investment Policy 2006
2. Redline - Draft Updated Investment Policy
3. Draft Updated Investment Policy
4. Draft Resolution

**Appropriated/Funded:**

**Review By:**

Department Director:  
Janie Rodriguez, Finance Director

Final Approver: Patrice Hildreth, City Manager

## **CITY OF PORTERVILLE**

### **Statement of Investment Policy**

#### **INTRODUCTION**

The City of Porterville has a fiduciary responsibility to maximize the productive use of its liquid assets entrusted to its care and to manage those public funds wisely and prudently. The purpose of this document is to identify various policies and procedures that enhance opportunities for a prudent and systematic investment policy and to organize and formalize investment-related activities. Related activities, which comprise good cash management, include accurate cash projections, the expeditious collection of revenue, the control of disbursements, cost-effective banking relations, and short-term borrowing programs which coordinate working capital requirements and investment opportunity. In concert with these requirements are the many facets of an appropriate and secure short-term investment program.

#### **SCOPE**

It is intended that this investment policy cover all funds and investment activities under the direct authority of the City of Porterville organization. This policy does not cover any funds held by the fiscal agent in connection with the issuance of any bonds by the City. Such funds shall be invested in accordance with the applicable trust indenture.

#### **PHILOSOPHY**

The basic premise underlying Porterville's investment philosophy is to insure that money is always available when needed. An amount of not less than one month's payables and one month's payroll, about \$2.5 million, is maintained in immediately available investments, such as the State Treasurer's Local Agency Investment Fund or other cash equivalents. This may include commercial paper or banker's acceptances.

Porterville takes an active investment posture in an attempt to earn a higher yield. This investment posture is best demonstrated by the City's long-term investments. By taking advantage of the positive yield curve (i.e., longer term rates are higher than shorter maturities), in the long run, the City should average a higher yield.

The City's investments will be limited to an average life of three years or less. When the market warrants purchase of longer maturities to capture a higher rate of return, purchases will be limited to United States Treasury Notes and Bonds and Mortgage Backed Securities. No investment will be made in securities that have a final maturity over five years.

The economy and various markets are monitored carefully to assess the probable course of interest rates. In a market with increasing interest rates, the City will attempt to invest in securities with shorter maturities. This makes funds available for other investments when the interest rates are higher. When interest rates appear to be near a relatively high rate, the City will attempt to purchase investments with medium to long-term maturities to lock in the higher rate of return. When interest rates are falling, the City will invest in securities with longer maturities to hold the higher rate for a longer period of time.

The City will also take advantage of any new vehicle that becomes eligible for municipal investment only after a detailed study of the investment, its safety, liquidity, and yield.

## **PRUDENCE**

The City adheres to the guidance provided by the "prudent person standard," as set forth in Government Code section 53600.3, which specifically addresses public investing, as follows:

"Except as provided in subdivision (a) of Section 27000.3, all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired by law."

The primary objective is to safeguard the principal of the funds under the City's control. The secondary objective is to meet the liquidity needs of the City. The third objective is to achieve a return on the funds. Porterville strives to maintain the level of investment of all funds as near 100% as possible through daily and projected cash flow determinations. Investments are made so maturities match or precede the cash needs of the City. The City will maintain adequate cash availability and maximum yield on invested funds while insuring that principal invested is protected from loss.

## **INVESTMENT CRITERIA**

Criteria for selecting investments are:

1. Safety;
2. Liquidity; and
3. Yield.

Porterville attempts to obtain the highest yield available when selecting investments, provided that criteria for safety and liquidity are met. Because ordinarily yield curves are positively sloped, (i.e., longer term rates are higher than shorter maturities), the City attempts to ladder its maturities. This meets anticipated cash needs in such a way that new investment money can be placed in maturities that carry a higher rate than is available in the extremely short market of 90 days or under.

Government and agency paper are the highest quality investments available in terms of safety and liquidity. Certificates of deposit, savings accounts, and bankers acceptances are insured or collateralized. Only direct-issue commercial paper, with A-1 Moody's and Standard and Poor's ratings, will be purchased. These quality-rating criteria shall apply at the time of investment. Should a particular issuer fall below these standards ("be downgraded") while the investment is in the City's portfolio, the prudent investor rule shall apply. Negotiable Certificates of Deposit are not insured or collateralized.

Most investments are highly liquid, with the exception of collateralized certificates of deposit held by banks, savings and loans, and Small Business Administration notes. Maturities are selected to anticipate cash needs, thereby avoiding the need for forced liquidation.

## **STATE AND CHARTER REGULATIONS**

The City operates its investment pool with many State and self-imposed constraints. In accordance with SB 564 and SB 866, effective January 1, 1996, the City Treasurer will bring this Policy before City Council annually for its reaffirmation. Government Code Section 53601 restricts the City portfolio mix to:

1. 30% in Medium Term Notes;
2. 30% in Negotiable Certificates of Deposit;
3. 40% in Bankers Acceptance Notes, not to exceed 180 days in maturity; and
4. 25% in Commercial Paper, not to exceed 270 days in maturity.

These restrictions primarily apply to short-term investments and are interpreted to apply at the time of investment. If, as the portfolio mix changes over time, a particular segment exceeds these restrictions, the prudent investor rule shall apply. The City does not buy stocks and it does not speculate.

The City will be selective in purchasing long-term negotiable certificates of deposit and medium term notes, placing such an investment only with a large stable institution.

## **MATURITY OF INVESTMENTS**

The City of Porterville will operate a portfolio with an average life of three years or less. This is to insure liquidity and the ability to move with changing markets and interest rate movements.

Accordingly, no investment will be made in securities that have a final maturity over five years. The long-term securities shall only be Treasury Notes and Bonds and Mortgage Backed Securities.

## **SECURITIES DEALERS AND BROKERS**

The City of Porterville will undertake a yearly review of its broker/dealer relationships. The City will deal generally with the major broker/dealer firms or major banks in the country and then with only their institutional investment divisions. Primary government securities dealers are preferred for conducting transactions of all eligible securities. Primary dealers must report daily to the Federal Reserve, are very tightly regulated, and must keep specified levels of working capital. Secondary dealers are those dealers who buy and sell securities in the open market. Secondary and other security dealers who wish to engage in transactions with the City must meet the City's requirements for reliability and safety and be approved prior to purchase. These relationships are formalized through a corporate statement. The City will deal with both after meeting the City's requirements.

The City shall also be open to contracting investment management services for a portion of the portfolio. That portion shall be limited to longer-term investments of two years or longer. Any investment management firm contracted shall meet criteria established by the Finance Department. All investments made under contract will be purchased in the City's name and in accordance with the guidelines established by the City's investment policy.

## **PERIODIC REPORTING**

Also in accordance with SB 564 and SB 866, each quarter, the City Treasurer will issue a report of the City's current investment portfolio, detailing securities, purchase and maturity date, and

face and market value. This report will also confirm that current portfolio holdings are in compliance with this policy and that the City's cash needs will be met.

Each quarter some of the long-term investments will be reviewed in order to determine if it is advantageous to sell those securities and purchase others. The review will consider current market conditions and various spread relationships among security types. The monitoring of the conditions set forth in this policy statement is the responsibility of the City Treasurer or delegate.

## **TYPES OF INVESTMENTS**

Cash management and investment transactions are the responsibility of the City Treasurer or delegated investment officer. The following City of Porterville employees are defined as authorized investment officers:

John Longley, City Manager  
John Lollis, Administrative Services Manager  
Maria Bemis, Acting Chief Financial Officer

Investments are made in the following:

### **1. Securities of the U.S. Government**

Securities of the Government include U.S. Treasury bills, notes and bonds.

*U. S. Treasury Bills* - are issued by the U.S. Treasury and are available in maturities out to one year. They are non-interest bearing and sold on a discount basis. The face amount is paid at maturity.

*Treasury Notes* - are issued by the U.S. Treasury with maturities from two to ten years. They are issued in coupon form and many issues are also available in registered form. Interest is payable at six month intervals until maturity.

*Treasury Bonds* - are issued by the U.S. Treasury with maturities of ten years to thirty years. The City may purchase the interest and/or principal of a U.S. Treasury Bond. A principal only instrument is commonly called a "stripped" or "zero" coupon. Stripped coupons are sold at discount basis. The face amount is paid at maturity.

### **2. Securities of U.S. Government Agencies**

The United States Treasury initially financed the capital of U.S. Government agencies. But as they have grown and operated profitably over the years, the Treasury's investment has been replaced in large measure by private capital. At the present time, obligations of only a few agencies are backed by the full faith and credit of the U.S. Government. The obligations of all the federal agencies described in the following sections are not guaranteed by the U.S. Government with the exception of Government National Mortgage Association, but are considered to be investments of the highest quality.

*Federal National Mortgage Association (Fannie Mae)* is a quasi-public corporation created by an act of Congress to assist the home mortgage market by purchasing mortgages insured by the Federal Housing Administration and the Farmers Home Administration, as well as those guaranteed by the Veterans Administration. FNMA issues Notes and Bonds. Notes are issued with maturities of less than one year with interest paid at maturity. Bonds are issued for 15 and 30 year maturities with interest

paid semi-annually. Interest is computed on a 30/360-day basis. There is a strong secondary market in these securities. A secondary market means these instruments are actively traded, they are bought and sold daily.

*Government National Mortgage Association (Ginnie Mae)* is a wholly owned corporate instrumentality of the United States within the Department of Housing and Urban Development. A certificate collateralized by FHA/VA residential mortgages represents a share in a pool of FHA or VA mortgages. Ginnie Maes are registered securities. Principal and interest are paid monthly and sent directly from the issuer of the pool, usually a mortgage banker, to the City. Original maturities range from 12 to 30 years with a 7 to 12-year assumed average life (Assumed average life is due to prepayments of mortgages).

*Federal Home Loan Banks* provide credit to member lending institutions such as savings and loan associations, cooperative banks, insurance companies and savings banks. The agency offers bonds in the public market with maturities of one year to ten years. These bonds are usually offered on a quarterly basis depending on the current demands of the housing industry. Interest is paid semi-annually on a 30/360 day basis.

*Federal Farm Credit Banks* are debt instruments issued to meet the financial needs of farmers and the national agricultural industry. Discount notes are issued monthly with 6 and 9-month maturities. Discount notes pay interest at maturity. Longer-term debentures (2-5 years) are also issued. Debentures pay interest semi-annually on a 30/360-day basis. These issues enjoy an established secondary market.

*Small Business Administration Loans (SBA)*. The Small Business Administration is an independent agency of the United States government that furnishes financial and management assistance to small businesses. The SBA guarantees the principal portion of the loans it approves. Porterville purchases the guaranteed portion of these loans. Maturity can be for 1 year to 30 years. These loans can be either set at a fixed rate or variable rate that is usually tied to the prime rate. Principal and interest are paid monthly on a 30/360-day basis.

*Federal Home Loan Mortgage Corporation (Freddie Macs)* participation certificates are backed by 30-year conventional residential mortgages and are 100 percent guaranteed by the Federal Home Loan Mortgage Corporation. The Federal Home Loan Mortgage Corporation is wholly owned by the Federal Home Loan Banks. The Mortgage Corporation is a corporate instrumentality of the United States. Freddie Macs are registered securities. Principal and interest passed through the Mortgage Corporation and then to the City monthly. These instruments have an assumed life of approximately 12 years and pay on a 30/360-day basis.

Other U.S. government securities available to the City for investment purposes include: Student Loan Marketing Association (SLMA or Sallie Mae), Aid for International Development (AID), and debentures of Tennessee Valley Authority (TVA). However, these instruments are not offered on a regular basis and do not offer the same liquidity as the before mentioned instruments.

### 3. Time Deposits or Certificates of Deposit

Time deposits are placed with commercial banks and savings and loan agencies. A time deposit is a receipt for funds deposited in a financial institution for a specified period of time at a specified rate of interest. Generally, the time is 3 months to 5 years. Denominations can be any agreed upon amount and interest is normally calculated using

actual number of days on a 360-day year and paid monthly. Deposits of \$100,000 (commonly referred to as Jumbo C.D.'s) per institution are insured by the government and collateralized Certificates of Deposit can be supported by either 110% Government agency notes or 150% mortgages currently held by the bank or savings and loan. An institution must meet the following criteria to be considered by the City:

1. The institution must maintain a net worth to asset ratio of at least 3% and a positive earnings record;
2. The institution must be in compliance with the Financial Institution Reform Act (FIRREA) capital ratio requirements for risk-based, tangible, and core capital; and
3. The institution must make available a current FDIC call reports (banks) or FHLB report. A call report presents the financial condition of the institution to the agency with oversight responsibility of that institution.

#### 4. Negotiable Certificates of Deposit

Negotiable Certificates of Deposit are a form of Certificate of Deposit that have been an important money market instrument since 1961 when commercial banks began issuing them and a secondary market developed to provide liquidity. Since these certificates of deposit can be traded in the secondary market, they are negotiable instruments, hence their name negotiable certificate of deposit. They are supported only by the strength of the institution from which they are purchased. This is a riskier investment that provides a higher yield than regular certificates of deposit. Some issues have quarterly floating rates that mean they will more closely approximate the market in yield. Interest is paid semi-annually (quarterly on the floaters) computed on a 30/360-day basis. Maturities range from 3 months to 2 years. Negotiable Certificates of Deposit are generally issued in blocks of \$1 million, \$5 million, \$10 million and so on.

The City will restrict its investments in Negotiable Certificates of Deposit to the 100 largest United States banks and 100 largest international banks according to asset size. The profitability of the financial institution as well as its financial stability is also taken into account prior to placing the investment. As a general rule, the City will not place more than 15% of its portfolio in Negotiable Certificates of Deposit with one institution or 20% of its portfolio with any one Commercial Bank or savings and loan association in any form of Certificate of Deposit.

#### 5. Bankers Acceptance Notes

A banker's acceptance (B.A.) is a unique credit instrument used to finance both domestic and international transactions. As a money market instrument, it is an attractive short-term investment. When a bank "accepts" such a time draft, it becomes, in effect, a predated certified check payable to the bearer at some future, specified date. Little risk is involved because the commercial bank assumes primary liability once the draft is accepted. Banker's acceptances are frequently in odd amounts. Maturities normally range from 30 up to 180 days. Banker's acceptances are sold at a discount. This means, the face amount is received at maturity. The City will purchase B.A.'s only of the top 100 U.S. or Foreign Banks. The profitability of the financial institution as well as its financial stability is also taken into account prior to placing the investment.

#### 6. Commercial Paper

Commercial paper is the trade name applied to unsecured promissory notes issued by finance and industrial companies to raise funds on a short-term basis. Commercial paper can be purchased on an interest bearing or discount basis. Interest bearing instruments pay interest semi-annually. Discounted instruments pay interest at maturity. The City will invest in commercial paper only if the yields are attractive, and if the paper is rated A-1 by Moody's and by Standard & Poor's rating services. Maturities range from 30 to 180 days with interest computed on a 30/360-day basis.

7. Medium Term Notes

In recent years, this financing mechanism has grown, providing capital to the private sector, and diminishing the Negotiable Certificate of Deposit market. The trend towards medium term notes related to buyer and seller flexibility and convenience. The notes are issued on any given date and maturing on a negotiated date. They generally range from 2 to 5 years in maturity. This market provides an excellent alternative to Negotiable C.D.'s. The City will only purchase Medium Term Notes with ratings of A or better with maturities of 5 years or less. Their interest is calculated on a 30/360-day basis like Agency bonds. Interest is paid semi-annually.

8. Local Agency Investment Fund demand deposit

The Local Agency Investment Fund (LAIF) was established by the state to enable treasurers to place funds in a pool for investments. The LAIF has been particularly beneficial to those jurisdictions with small portfolios. Each agency is limited to an investment of \$15.0 million. Porterville uses this fund for short-term liquidity, investment, and yield when rates are declining. Funds are available on demand. At present, two accounts have been opened; one for the City and one for Porterville Redevelopment Agency. Interest is paid quarterly.

9. Central San Joaquin Valley Risk Management Authority (CSJVRMA) investment pool

As a member city of the CSJVRMA, the City accepted the opportunity in July 2001 to participate in its sponsored investment pool. The pool is managed by Chandler Asset Management and invests in agency instruments such as Federal Home Loan Bank, treasuries and high-grade corporate stock. Funds are available on demand, with interest paid quarterly.

10. County of Tulare investment pool

Porterville participates in the County of Tulare's investment pool that is managed by the County Treasurer, O. Gerald Fields. The County invests in the same type of State-approved instruments, as does the City. Funds are available on demand, and interest is paid quarterly.



## CITY OF PORTERVILLE

### Statement of Investment Policy

#### INTRODUCTION

The City of Porterville has a fiduciary responsibility to maximize the productive use of its liquid assets entrusted to its care and to manage those public funds wisely and prudently. The purpose of this document is to identify various policies and procedures that enhance opportunities for a prudent and systematic investment policy and to organize and formalize investment-related activities. Related activities, which comprise good cash management, include accurate cash projections, the expeditious collection of revenue, the control of disbursements, cost-effective banking relations, and short-term borrowing programs which coordinate working capital requirements and investment opportunity. In concert with these requirements are the many facets of an appropriate and secure short-term investment program.

#### SCOPE

It is intended that this investment policy cover all funds and investment activities under the direct authority of the City of Porterville organization. This policy does not cover any funds held by the fiscal agent in connection with the issuance of any bonds by the City. Such funds shall be invested in accordance with the applicable trust indenture.

#### PHILOSOPHY

The basic premise underlying Porterville's investment philosophy is to ~~insure~~ ensure that money is always available when needed. ~~An amount of not less than one month's payables and one month's payroll, about \$2.5 million;~~ A minimum amount of 6 percent of the adopted operating budget for all funds is maintained in immediately available investments, such as the State Treasurer's Local Agency Investment Fund or other cash equivalents. ~~This may include commercial paper or banker's acceptances.~~

Porterville takes an active investment posture in an attempt to earn a higher yield. This investment posture is best demonstrated by the City's long-term investments. By taking advantage of the positive yield curve (i.e., longer term rates are higher than shorter maturities), in the long run, the City should average a higher yield.

The City's investments will be limited to an average life of three years or less. When the market warrants purchase of longer maturities to capture a higher rate of return, purchases will be limited to United States Treasury Notes and Bonds ~~and Mortgage-Backed Securities,~~ Federal Agencies Notes and Bonds, Medium Term Notes, Time Deposits or Certificates of Deposit, and Negotiable Certificate of Deposit. No investment will be made in securities that have a final maturity over five years.

The economy and various markets are monitored carefully to assess the probable course of interest rates. In a market with increasing interest rates, the City will attempt to invest in securities with shorter maturities. This makes funds available for other investments when the interest rates are higher. When interest rates appear to be near a relatively high rate, the City will attempt to purchase investments with medium to long-term maturities to lock in the higher rate of return. When interest rates are falling, the City will invest in securities with longer maturities to hold the higher rate for a longer period of time.

The City will also take advantage of any new vehicle that becomes eligible for municipal investment only after a detailed study of the investment, its safety, liquidity, and yield.

## **INVESTMENT OBJECTIVES**

As per California Government Code Section 53600.5, the primary objectives, in priority order of the City of Porterville's investment activities shall be:

1. **Safety:** Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio with the objective of mitigating credit risk and interest rate or market risk.

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. Investments will be limited to the types of securities authorized in this policy. The City will diversify its investment portfolio in order to minimize the impact of potential losses from any one type of security or from any one individual issuer.

Interest rate or market risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The investment portfolio will be structured so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities prior to maturity. Securities shall generally be held until maturity.

2. **Liquidity:** The City's investment portfolio will remain sufficiently liquid to enable the City to meet all payment requirements, including but not limited to payroll, accounts payable, capital projects, debt service, and other payments which might be reasonably anticipated.
3. **Yield:** The City's investment portfolio shall be designed and managed with the objective of maximizing return throughout budgetary and economic cycles, commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio.

The Treasurer/Finance Director and staff will avoid any transactions that might impair public confidence in the City.

## **PRUDENCE PRUDENT INVESTOR STANDARD**

The City adheres to the guidance provided by the "prudent person standard," as set forth in Government Code section 53600.3, ~~which specifically addresses public investing, as follows:~~

~~"Except as provided in subdivision (a) of Section 27000.3, all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired~~

by law.”

~~The primary objective is to safeguard the principal of the funds under the City’s control. The secondary objective is to meet the liquidity needs of the City. The third objective is to achieve a return on the funds. Porterville strives to maintain the level of investment of all funds as near 100% as possible through daily and projected cash flow determinations. Investments are made so maturities match or precede the cash needs of the City. The City will maintain adequate cash availability and maximum yield on invested funds while insuring that principal invested is protected from loss.~~

The “prudent person standard” shall be applied in the context of managing an overall portfolio. Investments shall be made with judgement and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs; not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence, shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided the deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

## **INVESTMENT CRITERIA**

Criteria for selecting investments are:

- ~~1. Safety;~~
- ~~2. Liquidity; and~~
- ~~3. Yield.~~

~~Porterville attempts to obtain the highest yield available when selecting investments, provided that criteria for safety and liquidity are met. Because ordinarily yield curves are positively sloped, (i.e., longer term rates are higher than shorter maturities), the City attempts to ladder its maturities. This meets anticipated cash needs in such a way that new investment money can be placed in maturities that carry a higher rate than is available in the extremely short market of 90 days or under.~~

~~Government and agency paper are the highest quality investments available in terms of safety and liquidity. Certificates of deposit, savings accounts, and bankers acceptances are insured or collateralized. Only direct issue commercial paper, with A-1 Moody’s and Standard and Poor’s ratings, will be purchased. These quality-rating criteria shall apply at the time of investment. Should a particular issuer fall below these standards (“be downgraded”) while the investment is in the City’s portfolio, the prudent investor rule shall apply. Negotiable Certificates of Deposit are not insured or collateralized.~~

~~Most investments are highly liquid, with the exception of collateralized certificates of deposit held by banks, savings and loans, and Small Business Administration notes. Maturities are selected to anticipate cash needs, thereby avoiding the need for forced liquidation.~~

## **ETHICS AND CONFLICTS OF INTEREST**

Investment officers shall disclose material interests in financial institutions with which they do business, disclose personal financial interests that could be related to the performance of the investment portfolio and refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.

## **DELEGATION OF AUTHORITY**

The City Council hereby delegates responsibility for the management of the investment program to the City Treasurer/Finance Director, who shall establish procedures for the operation of the investment program consistent with this investment policy. Under the provision of California Government Code 53603.3, the Treasurer/Finance Director is a trustee and a fiduciary subject to the prudent investor standard. The Treasurer/Finance Director will review the investment holdings monthly and ensure that they are in compliance with the City investment policy.

The Treasurer/Finance Director may delegate all or a portion of his/her investment authority. Prior to delegation, the Treasurer/Finance Director shall notify the City Council and request confirmation of the delegation. Delegation of investment authority will not remove or abridge the Treasurer/Finance Director's investment responsibility.

## **SAFEKEEPING AND CUSTODY**

Securities owned by the City shall be held in safekeeping by third-party custodians acting as agent for the City and shall be evidenced by safekeeping receipts. The purchase of securities shall be conducted on a standard delivery versus payment (DVP) basis that guarantees the transfer of securities only after payment is made. The DVP system eliminates principal risk, decreasing the probability of not meeting delivery and/or payment obligations and reducing the possibility of liquidity risk. The third-party custodians are required to provide monthly statements illustrating the balance of securities held by those custodians.

Investments in investment pools and some certificates of deposit are not subject to delivery or third-party safekeeping requirements.

## **INTERNAL CONTROLS**

The Treasurer/Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. The internal controls shall include separation of duties, safekeeping of securities and written confirmation of phone transactions and wire transfers.

## **STATE AND CHARTER REGULATIONS**

~~The City operates its investment pool with many State and self-imposed constraints. In accordance with SB 564 and SB 866, effective January 1, 1996, the City Treasurer will bring this Policy before City Council annually for its reaffirmation. Government Code Section 53601 restricts the City portfolio mix to:~~

~~1. 30% in Medium Term Notes;~~  
~~2. 30% in Negotiable Certificates of Deposit;~~  
~~3. 40% in Bankers Acceptance Notes, not to exceed 180 days in maturity; and~~  
~~4. 25% in Commercial Paper, not to exceed 270 days in maturity.~~

~~These restrictions primarily apply to short-term investments and are interpreted to apply at the time of investment. If, as the portfolio mix changes over time, a particular segment exceeds these restrictions, the prudent investor rule shall apply. The City does not buy stocks and it does not speculate.~~

~~The City will be selective in purchasing long-term negotiable certificates of deposit and medium term notes, placing such an investment only with a large stable institution.~~

## **MATURITY OF INVESTMENTS**

~~The City of Porterville will operate a portfolio with an average life of three years or less. This is to insure liquidity and the ability to move with changing markets and interest rate movements. Accordingly, no investment will be made in securities that have a final maturity over five years. The long-term securities shall only be Treasury Notes and Bonds and Mortgage Backed Securities.~~

## **~~SECURITIES DEALERS AND BROKERS~~ AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS**

~~The City of Porterville will undertake a yearly review of its broker/dealer relationships. The City will deal generally with the major broker/dealer firms or major banks in the country and then with only their institutional investment divisions. Primary government securities dealers are preferred for conducting transactions of all eligible securities. Primary dealers must report daily to the Federal Reserve, are very tightly regulated, and must keep specified levels of working capital. Secondary dealers are those dealers who buy and sell securities in the open market. Secondary and other security dealers who wish to engage in transactions with the City must meet the City's requirements for reliability and safety and be approved prior to purchase. These relationships are formalized through a corporate statement. The City will deal with both after meeting the City's requirements.~~

~~The City shall also be open to contracting investment management services for a portion of the portfolio. That portion shall be limited to longer-term investments of two years or longer. Any investment management firm contracted shall meet criteria established by the Finance Department. All investments made under contract will be purchased in the City's name and in accordance with the guidelines established by the City's investment policy.~~

The City of Porterville will maintain a list of banks, savings and loans, credit unions, and securities dealers authorized to provide investment services. Approved broker/dealers and financial institutions should meet all requirements established by federal and state law. Criteria to be considered in the selection will include creditworthiness, expertise and the types of securities. Qualifying financial dealers and institutions must provide the City with audited financial statements, proof of National Association of Securities Dealers (NASD) certification, and a certification of having read, understood and agreeing to comply with this investment policy.

## **PERIODIC REPORTING**

~~Also in accordance with SB 564 and SB 866, each quarter, On a quarterly basis, the City Treasurer/Finance Director will issue a report of the City's current investment portfolio, detailing securities, purchase and maturity date, and face and market value, weighted average rate of earnings, weighted average days to maturity, and the percentage of liquid holdings. This report will also confirm that current portfolio holdings are in compliance with this policy and that the City's cash needs will be met.~~

~~Each quarter some of the long-term investments will be reviewed in order to determine if it is advantageous to sell those securities and purchase others. The review will consider current market conditions and various spread relationships among security types. The monitoring of the conditions set forth in this policy statement is the responsibility of the City Treasurer/Finance Director or delegate.~~

## **TYPES OF INVESTMENTS AUTHORIZED INVESTMENTS**

~~Cash management and investment transactions are the responsibility of the City Treasurer or~~

~~delegated investment officer. The following City of Porterville employees are defined as authorized investment officers:~~

~~John Longley, City Manager  
John Lollis, Administrative Services Manager  
Maria Bemis, Acting Chief Financial Officer~~

Investments are made in [accordance with California State Code and include](#) the following:

1. Securities of the U.S. Government

Securities of the Government include U.S. Treasury bills, notes and bonds.

*U. S. Treasury Bills* - are issued by the U.S. Treasury and are available in maturities out to one year. They are non-interest bearing and sold on a discount basis. The face amount is paid at maturity.

*Treasury Notes* - are issued by the U.S. Treasury with maturities from two to ten years. They are issued in coupon form and many issues are also available in registered form. Interest is payable at six-month intervals until maturity.

*Treasury Bonds* - are issued by the U.S. Treasury with maturities of ten years to thirty years. The City may purchase the interest and/or principal of a U.S. Treasury Bond. A principal only instrument is commonly called a "stripped" or "zero" coupon. Stripped coupons are sold at discount basis. The face amount is paid at maturity.

2. Securities of U.S. Government Agencies

The United States Treasury initially financed the capital of U.S. Government agencies. But as they have grown and operated profitably over the years, the Treasury's investment has been replaced in large measure by private capital. At the present time, obligations of only a few agencies are backed by the full faith and credit of the U.S. Government. The obligations of all the federal agencies described in the following sections are not guaranteed by the U.S. Government ~~with the exception of Government National Mortgage Association~~, but are considered to be investments of the highest quality.

~~Federal National Mortgage Association (Fannie Mae) is a quasi-public corporation created by an act of Congress to assist the home mortgage market by purchasing mortgages insured by the Federal Housing Administration and the Farmers Home Administration, as well as those guaranteed by the Veterans Administration. FNMA issues Notes and Bonds. Notes are issued with maturities of less than one year with interest paid at maturity. Bonds are issued for 15 and 30 year maturities with interest paid semi-annually. Interest is computed publicly traded government-sponsored enterprise created to provide liquidity, stability and affordability to the mortgage market by purchasing mortgages from banks, savings and loans and mortgage companies. Fannie Mae issues both short-term debt with maturities of a year or less and long-term debt with maturities of over a year and can either be callable or noncallable with interest payments paid semi-annually on a 30/360-day basis. There is a strong secondary market in these securities. A secondary market means these instruments are actively traded, they are bought and sold daily.~~

~~Government National Mortgage Association (Ginnie Mae) is a wholly owned corporate instrumentality of the United States within the Department of Housing and Urban~~



~~Development. A certificate collateralized by FHA/VA residential mortgages represents a share in a pool of FHA or VA mortgages. Ginnie Maes are registered securities. Principal and interest are paid monthly and sent directly from the issuer of the pool, usually a mortgage banker, to the City. Original maturities range from 12 to 30 years with a 7 to 12-year assumed average life (Assumed average life is due to prepayments of mortgages).~~

~~Federal Home Loan Banks provide credit to member lending institutions such as savings and loan associations, cooperative banks, insurance companies and savings banks. The agency offers bonds in the public market with maturities of one year to ten years. These bonds are usually offered on a quarterly basis depending on the current demands of the housing industry.~~ are cooperatively owned by member financial institutions and provide a steady supply of lendable funds to financial institutions such as community banks, credit unions, commercial and savings banks, insurance companies, and community development financial institutions. They provide liquidity to their members to support housing finance and community development through all economic cycles. The agency offers bonds in the public market with majority of issues between one and five years. Interest is paid semi-annually on a 30/360 day basis.

~~Federal Farm Credit Banks (FFCB) Agency bonds~~ are debt instruments issued to ~~meet the financial needs of farmers and the national agricultural industry. Discount notes are issued monthly with 6 and 9-month maturities. Discount notes pay interest at maturity. Longer-term debentures (2-5 years) are also issued. Debentures pay interest~~ support rural communities and agriculture with reliable, consistent credit and financially related services. Fixed rate bonds which maybe callable or non-callable are regularly issued with typical maturities of one to five years. Designated bonds are non-callable securities with typical maturities of two to ten years. Interest payments are made semi-annually on a 30/360-day basis. ~~These issues enjoy an established secondary market.~~

~~Small Business Administration Loans (SBA). The Small Business Administration is an independent agency of the United States government that furnishes financial and management assistance to small businesses. The SBA guarantees the principal portion of the loans it approves. Porterville purchases the guaranteed portion of these loans. Maturity can be for 1 year to 30 years. These loans can be either set at a fixed rate or variable rate that is usually tied to the prime rate. Principal and interest are paid monthly on a 30/360-day basis.~~

~~Federal Home Loan Mortgage Corporation (Freddie Macs) participation certificates are backed by 30-year conventional residential mortgages and are 100 percent guaranteed by the Federal Home Loan Mortgage Corporation. The Federal Home Loan Mortgage Corporation is wholly owned by the Federal Home Loan Banks. The Mortgage Corporation is a corporate instrumentality of the United States. Freddie Macs are registered securities. Principal and interest passed through the Mortgage Corporation and then to the City monthly. These instruments have an assumed life of approximately 12 years and pay~~ is a publicly traded, government-sponsored enterprise created to promote stability and affordability in the housing market by purchasing mortgages from banks and other loan makers. Freddie Mac's term debt products offer investors both short-term notes (maturities of one year or less) or callable medium-term notes, typically one to fifteen years and pays interest semi-annually on a 30/360-day basis.

~~Other U.S. government securities available to the City for investment purposes include: Student Loan Marketing Association (SLMA or Sallie Mae), Aid for International Development (AID), and debentures of Tennessee Valley Authority (TVA). However,~~

~~these instruments are not offered on a regular basis and do not offer the same liquidity as the before mentioned instruments.~~

### 3. Time Deposits or Certificates of Deposit

Time deposits are placed with commercial banks and savings and loan agencies or state or federal credit unions. A time deposit is a receipt for funds deposited in a financial institution for a specified period of time at a specified rate of interest. Generally, the time is 3 months to 5 years. Denominations can be any agreed upon amount and interest is normally calculated using actual number of days on a ~~360-day~~ 365-day year and paid monthly. Deposits of ~~\$100,000 up to \$250,000~~ (commonly referred to as Jumbo C.D.'s) per institution are insured by the ~~government~~ Federal Deposit Insurance Corporation (FDIC) and collateralized Certificates of Deposit can be supported by either 110% U.S. Government agency notes or 150% mortgages currently held by the bank, ~~or~~ savings and loan or credit union. An institution must ~~meet the following criteria to be considered by the City:~~ maintain a net worth to asset ratio of at least 3% and a positive earnings record.

- ~~1. The institution must maintain a net worth to asset ratio of at least 3% and a positive earnings record;~~
- ~~2. The institution must be in compliance with the Financial Institution Reform Act (FIRREA) capital ratio requirements for risk-based, tangible, and core capital; and~~
- ~~3. The institution must make available a current FDIC call reports (banks) or FHLB report. A call report presents the financial condition of the institution to the agency with oversight responsibility of that institution.~~

### 4. Negotiable Certificates of Deposit

Negotiable Certificates of Deposit are a form of Certificate of Deposit that have been an important money market instrument since 1961 when commercial banks began issuing them and a secondary market developed to provide liquidity. Since these certificates of deposit can be traded in the secondary market, they are negotiable instruments, hence their name negotiable certificate of deposit. They are supported only by the strength of the institution from which they are purchased. This is a riskier investment that provides a higher yield than regular certificates of deposit. ~~Some issues have quarterly floating rates that mean they will more closely approximate the market in yield. Interest is paid semi-annually (quarterly on the floaters) computed on a 30/360-day basis. Maturities range from 3 months to 2 years. Negotiable Certificates of Deposit are generally issued in blocks of \$1 million, \$5 million, \$10 million and so on.~~

The City will restrict its investments in Negotiable Certificates of Deposit to the 100 largest United States banks and 100 largest international banks according to asset size. The profitability of the financial institution as well as its financial stability is also taken into account prior to placing the investment. As a general rule, the City will not place more than 15% of its portfolio in Negotiable Certificates of Deposit with one institution or 20% of its portfolio with any one Commercial Bank or savings and loan association in any form of Certificate of Deposit.

### 5. Bankers' Acceptance Notes

A banker's acceptance (B.A.) is a unique credit instrument used to finance both domestic and international transactions. As a money market instrument, it is an attractive short-term investment. When a bank "accepts" such a time draft, it becomes, in effect, a



predated certified check payable to the bearer at some future, specified date. Little risk is involved because the commercial bank assumes primary liability once the draft is accepted. Banker's acceptances are frequently in odd amounts. Maturities normally range from 30 up to 180 days. Banker's acceptances are sold at a discount. This means, the face amount is received at maturity. The City will purchase B.A.'s only of the top 100 U.S. or Foreign Banks. The profitability of the financial institution as well as its financial stability is also taken into account prior to placing the investment.

#### 6. Commercial Paper

Commercial paper is the trade name applied to unsecured promissory notes issued by finance and industrial companies to raise funds on a short-term basis. Commercial paper can be purchased on an interest bearing or discount basis. Interest bearing instruments pay interest semi-annually. Discounted instruments pay interest at maturity. The City will invest in commercial paper only if the yields are attractive, and if the paper ~~is rated A-1 by Moody's and by Standard & Poor's rating services~~ attains the highest letter and number rating as provided for by national recognized statistical-rating organization (NRSRO). Maturities range from 30 to 180 days with interest computed on a 30/360-day basis.

#### 7. Medium-Term Notes

~~In recent years, this financing mechanism has grown, providing capital to the private sector, and diminishing the Negotiable Certificate of Deposit market. The trend towards medium term notes related to buyer and seller flexibility and convenience. The notes are issued on any given date and maturing on a negotiated date. They generally range from 2 to 5 years in maturity. This market provides an excellent alternative to Negotiable C.D.'s.~~ A Medium-term note is a form of privately placed debt in a bond format. It refers to any fixed-income security with a maturity longer than 1 year, typically issued by financial institutions, corporations and public finance borrowers. The City will only purchase Medium Term Notes with ratings of A or its equivalent or better with maturities of 5 years or less. Their interest is calculated on a 30/360-day basis like Agency bonds. Interest is paid semi-annually.

#### 8. Capital Stock

The City will only invest on water shares from local water companies as they become available.

#### 8.9. Local Agency Investment Fund demand deposit

The Local Agency Investment Fund (LAIF) was established by the state to enable treasurers to place funds in a pool for investments. The LAIF has been particularly beneficial to those jurisdictions with small portfolios. Each agency is limited to an investment of ~~\$15.0~~ \$75.0 million. Porterville uses this fund for short-term liquidity, investment, and yield when rates are declining. Funds are available on demand. ~~At present, two accounts have been opened; one for the City and one for Porterville Redevelopment Agency. Interest~~ and interest is paid quarterly.

#### 9.10. Central San Joaquin Valley Risk Management Authority (CSJVRMA) investment pool

As a member city of the CSJVRMA, the City accepted the opportunity in July 2001 to participate in its sponsored investment pool. The pool is managed by Chandler Asset Management and invests in agency instruments such as Federal Home Loan Bank, treasuries and high-grade corporate stock. Funds are available on demand, with interest

paid ~~quarterly~~ on a monthly basis.

#### ~~10.11.~~ County of Tulare investment pool

Porterville participates in the County of Tulare's investment pool that is managed by the County Treasurer, ~~O. Gerald Fields~~. The County invests in the same type of State-approved instruments, as does the City. Funds are available on demand, and interest is paid quarterly.

#### 12. California Cooperative Liquid Assets Securities System (CLASS)

California CLASS is a Joint Powers Authority investment pool that provides public agencies the opportunity to invest funds on a cooperative basis in rated pools that are managed in accordance with state law. Its primary objective is to offer participants safety, daily and next-day liquidity and optimized returns. The funds is an investment option and diversification tool for short-term and medium-term investments. Funds are available on demand with interest paid on a monthly basis.

Investments not specifically approved by this policy are prohibited.

### **~~STATE AND CHARTER REGULATIONS~~ DIVERSIFICATION REQUIREMENTS**

The City of Porterville will diversify its investment portfolio in order to reduce exposure to risk by combining a variety of investments, limiting investment in securities with higher credit risks, investing in instruments with varying maturities, and continuously investing a portion of the portfolio in readily available funds to ensure that appropriate liquidity is maintained to meet ongoing obligations.

The City operates its investment pool with many State and self-imposed constraints. ~~In accordance with SB 564 and SB 866, effective January 1, 1996, the City Treasurer will bring this Policy before City Council annually for its reaffirmation.~~ Government Code Section 53601 (et seq) restricts the City portfolio ~~mix~~ to:

1. 30% in Medium Term Notes, not to exceed 5 years in maturity;
2. 30% in Negotiable Certificates of Deposit, not to exceed 5 years in maturity;
3. 40% in Banker's Acceptance Notes, not to exceed 180 days in maturity;
4. 25% in Commercial Paper, not to exceed 270 days in maturity; and
5. 50% in Placement Service Certificates of Deposit, not to exceed 5 years in maturity (On January 1, 2026, reverts back to 30% maximum percentage of the portfolio.)

These restrictions primarily apply to short-term investments and are interpreted to apply at the time of investment. If, as the portfolio mix changes over time, a particular segment exceeds these restrictions, the prudent investor rule shall apply. The City does not buy stocks and it does not speculate. The City will be selective in purchasing ~~long-term negotiable certificates of deposit and~~ medium-term notes, placing such an investment only with a large stable institution.

### **MATURITY OF INVESTMENTS**

The City of Porterville will operate a portfolio with an average life of three years or less. This is to ~~insure~~ ensure liquidity and the ability to move with changing markets and interest rate movements. Accordingly, no investment will be made in securities that have a final maturity over five years. ~~The long-term securities shall only be Treasury Notes and Bonds and Mortgage Backed Securities.~~

## PERIODIC REPORTING

~~Also in accordance with SB 564 and SB 866, each quarter,~~ On a quarterly basis, the City Treasurer/Finance Director will issue a report of the City's current investment portfolio, detailing securities, purchase and maturity date, ~~and~~ face and market value, weighted average rate of earnings, weighted average days to maturity, and the percentage of liquid holdings. This report will also confirm that current portfolio holdings are in compliance with this policy and that the City's cash needs will be met.

~~Each quarter some of the long-term investments will be reviewed in order to determine if it is advantageous to sell those securities and purchase others. The review will consider current market conditions and various spread relationships among security types.~~ The monitoring of the conditions set forth in this policy statement is the responsibility of the City Treasurer/Finance Director or delegate.

## INVESTMENT POLICY ADOPTION

The City's investment policy shall be reviewed periodically by the City Council for consistency with the City's overall investment objectives regarding preservation of principal, liquidity, return, and relevance to current law as well as to current financial and economic trends. Any modifications necessary must be approved by the City Council and the investment policy shall be adopted in its entirety by resolution of the City Council.

# **CITY OF PORTERVILLE**

## **Statement of Investment Policy**

### **INTRODUCTION**

The City of Porterville has a fiduciary responsibility to maximize the productive use of its liquid assets entrusted to its care and to manage those public funds wisely and prudently. The purpose of this document is to identify various policies and procedures that enhance opportunities for a prudent and systematic investment policy and to organize and formalize investment-related activities. Related activities, which comprise good cash management, include accurate cash projections, the expeditious collection of revenue, the control of disbursements, cost-effective banking relations, and short-term borrowing programs which coordinate working capital requirements and investment opportunity. In concert with these requirements are the many facets of an appropriate and secure short-term investment program.

### **SCOPE**

It is intended that this investment policy cover all funds and investment activities under the direct authority of the City of Porterville organization. This policy does not cover any funds held by the fiscal agent in connection with the issuance of any bonds by the City. Such funds shall be invested in accordance with the applicable trust indenture.

### **PHILOSOPHY**

The basic premise underlying Porterville's investment philosophy is to ensure that money is always available when needed. A minimum amount of 6 percent of the adopted operating budget for all funds is maintained in immediately available investments, such as the State Treasurer's Local Agency Investment Fund or other cash equivalents.

Porterville takes an active investment posture in an attempt to earn a higher yield. This investment posture is best demonstrated by the City's long-term investments. By taking advantage of the positive yield curve (i.e., longer term rates are higher than shorter maturities), in the long run, the City should average a higher yield.

The City's investments will be limited to an average life of three years or less. When the market warrants purchase of longer maturities to capture a higher rate of return, purchases will be limited to United States Treasury Notes and Bonds, Federal Agencies Notes and Bonds, Medium Term Notes, Time Deposits or Certificates of Deposit, and Negotiable Certificates of Deposit. No investment will be made in securities that have a final maturity over five years.

The economy and various markets are monitored carefully to assess the probable course of interest rates. In a market with increasing interest rates, the City will attempt to invest in securities with shorter maturities. This makes funds available for other investments when the interest rates are higher. When interest rates appear to be near a relatively high rate, the City will attempt to purchase investments with medium to long-term maturities to lock in the higher rate of return. When interest rates are falling, the City will invest in securities with longer maturities to hold the higher rate for a longer period of time.

The City will also take advantage of any new vehicle that becomes eligible for municipal investment only after a detailed study of the investment, its safety, liquidity, and yield.

## INVESTMENT OBJECTIVES

As per California Government Code Section 53600.5, the primary objectives, in priority order of the City of Porterville's investment activities shall be:

1. **Safety:** Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio with the objective of mitigating credit risk and interest rate or market risk.

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. Investments will be limited to the types of securities authorized in this policy. The City will diversify its investment portfolio in order to minimize the impact of potential losses from any one type of security or from any one individual issuer.

Interest rate or market risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The investment portfolio will be structured so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities prior to maturity. Securities shall generally be held until maturity.

2. **Liquidity:** The City's investment portfolio will remain sufficiently liquid to enable the City to meet all payment requirements, including but not limited to payroll, accounts payable, capital projects, debt service, and other payments which might be reasonably anticipated.
3. **Yield:** The City's investment portfolio shall be designed and managed with the objective of maximizing return throughout budgetary and economic cycles, commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio.

The Treasurer/Finance Director and staff will avoid any transactions that might impair public confidence in the City.

## PRUDENT INVESTOR STANDARD

The City adheres to the guidance provided by the "prudent person standard," as set forth in California Government Code Section 53600.3.

The "prudent person standard" shall be applied in the context of managing an overall portfolio. Investments shall be made with judgement and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs; not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided the deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

## **ETHICS AND CONFLICTS OF INTEREST**

Investment officers shall disclose material interests in financial institutions with which they do business, disclose personal financial interests that could be related to the performance of the investment portfolio and refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.

## **DELEGATION OF AUTHORITY**

The City Council hereby delegates responsibility for the management of the investment program to the City Treasurer/Finance Director, who shall establish procedures for the operation of the investment program consistent with this investment policy. Under the provision of California Government Code 53603.3, the Treasurer/Finance Director is a trustee and a fiduciary subject to the prudent investor standard. The Treasurer/Finance Director will review the investment holdings monthly and ensure that they are in compliance with the City investment policy.

The Treasurer/Finance Director may delegate all or a portion of his/her investment authority. Prior to delegation, the Treasurer/Finance Director shall notify the City Council and request confirmation of the delegation. Delegation of investment authority will not remove or abridge the Treasurer/Finance Director's investment responsibility.

## **SAFEKEEPING AND CUSTODY**

Securities owned by the City shall be held in safekeeping by third-party custodians acting as agent for the City and shall be evidenced by safekeeping receipts. The purchase of securities shall be conducted on a standard delivery versus payment (DVP) basis that guarantees the transfer of securities only after payment is made. The DVP system eliminates principal risk, decreasing the probability of not meeting delivery and/or payment obligations and reducing the possibility of liquidity risk. The third-party custodians are required to provide monthly statements illustrating the balance of securities held by those custodians.

Investments in investment pools and some certificates of deposit are not subject to delivery or third-party safekeeping requirements.

## **INTERNAL CONTROLS**

The Treasurer/Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. The internal controls shall include separation of duties, safekeeping of securities and written confirmation of phone transactions and wire transfers.

## **AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS**

The City of Porterville will maintain a list of banks, savings and loans, credit unions, and securities dealers authorized to provide investment services. Approved broker/dealers and financial institutions should meet all requirements established by federal and state law. Criteria to be considered in the selection will include creditworthiness, expertise and the types of securities. Qualifying financial dealers and institutions must provide the City with audited financial statements, proof of National Association of Securities Dealers (NASD) certification, and a certification of having read, understood and agreeing to comply with this investment policy.

## AUTHORIZED INVESTMENTS

Investments are made in accordance with California State Code and include the following:

### 1. Securities of the U.S. Government

Securities of the Government include U.S. Treasury bills, notes and bonds.

*U. S. Treasury Bills* - are issued by the U.S. Treasury and are available in maturities out to one year. They are non-interest bearing and sold on a discount basis. The face amount is paid at maturity.

*Treasury Notes* - are issued by the U.S. Treasury with maturities from two to ten years. They are issued in coupon form and many issues are also available in registered form. Interest is payable at six-month intervals until maturity.

*Treasury Bonds* - are issued by the U.S. Treasury with maturities of ten years to thirty years. The City may purchase the interest and/or principal of a U.S. Treasury Bond. A principal only instrument is commonly called a "stripped" or "zero" coupon. Stripped coupons are sold at discount basis. The face amount is paid at maturity.

### 2. Securities of U.S. Government Agencies

The United States Treasury initially financed the capital of U.S. Government agencies. But as they have grown and operated profitably over the years, the Treasury's investment has been replaced in large measure by private capital. At the present time, obligations of only a few agencies are backed by the full faith and credit of the U.S. Government. The obligations of all the federal agencies described in the following sections are not guaranteed by the U.S. Government but are considered to be investments of the highest quality.

*Federal National Mortgage Association (Fannie Mae)* is a publicly traded government-sponsored enterprise created to provide liquidity, stability and affordability to the mortgage market by purchasing mortgages from banks, savings and loans and mortgage companies. Fannie Mae issues both short-term debt with maturities of a year or less and long-term debt with maturities of over a year and can either be callable or noncallable with interest payments paid semi-annually on a 30/360-day basis.

*Federal Home Loan Banks* are cooperatively owned by member financial institutions and provide a steady supply of lendable funds to financial institutions such as community banks, credit unions, commercial and savings banks, insurance companies, and community development financial institutions. They provide liquidity to their members to support housing finance and community development through all economic cycles. The agency offers bonds in the public market with majority of issues between one and five years. Interest is paid semi-annually on a 30/360-day basis.

*Federal Farm Credit Bank (FFCB) Agency bonds* are debt instruments issued to support rural communities and agriculture with reliable, consistent credit and financially related services. Fixed rate bonds which maybe callable or non-callable are regularly issued with typical maturities of one to five years. Designated bonds are non-callable securities with typical maturities of two to ten years. Interest payments are made semi-annually on a 30/360-day basis.

*Federal Home Loan Mortgage Corporation (Freddie Mac)* is a publicly traded, government-sponsored enterprise created to promote stability and affordability in the housing market by purchasing mortgages from banks and other loan makers. Freddie Mac's term debt products offer investors both short-term notes (maturities of one year or less) or callable medium-term notes, typically one to fifteen years and pays interest semi-annually on a 30/360-day basis.

3. Time Deposits or Certificates of Deposit

Time deposits are placed with commercial banks, savings and loan agencies or state or federal credit unions. A time deposit is a receipt for funds deposited in a financial institution for a specified period of time at a specified rate of interest. Generally, the time is three months to five years. Denominations can be any agreed upon amount and interest is normally calculated using actual number of days on a 365-day year and paid monthly. Deposits of up to \$250,000 (commonly referred to as Jumbo C.D.'s) per institution are insured by the Federal Deposit Insurance Corporation (FDIC) and collateralized Certificates of Deposit can be supported by either 110% U.S. Government agency notes or 150% mortgages currently held by the bank, savings and loan or credit union. An institution must maintain a net worth to asset ratio of at least 3% and a positive earnings record;

4. Negotiable Certificates of Deposit

Negotiable Certificates of Deposit are a form of Certificate of Deposit that have been an important money market instrument since 1961 when commercial banks began issuing them and a secondary market developed to provide liquidity. Since these certificates of deposit can be traded in the secondary market, they are negotiable instruments, hence their name negotiable certificate of deposit. They are supported only by the strength of the institution from which they are purchased. This is a riskier investment that provides a higher yield than regular certificates of deposit.

The City will restrict its investments in Negotiable Certificates of Deposit to the 100 largest United States banks and 100 largest international banks according to asset size. The profitability of the financial institution as well as its financial stability is also taken into account prior to placing the investment. As a general rule, the City will not place more than 15% of its portfolio in Negotiable Certificates of Deposit with one institution or 20% of its portfolio with any one Commercial Bank or savings and loan association in any form of Certificate of Deposit.

5. Bankers' Acceptance Notes

A banker's acceptance (B.A.) is a unique credit instrument used to finance both domestic and international transactions. As a money market instrument, it is an attractive short-term investment. When a bank "accepts" such a time draft, it becomes, in effect, a predated certified check payable to the bearer at some future, specified date. Little risk is involved because the commercial bank assumes primary liability once the draft is accepted. Banker's acceptances are frequently in odd amounts. Maturities normally range from 30 up to 180 days. Banker's acceptances are sold at a discount. This means, the face amount is received at maturity. The City will purchase B.A.'s only of the top 100 U.S. or Foreign Banks. The profitability of the financial institution as well as its financial stability is also taken into account prior to placing the investment.



6. Commercial Paper

Commercial paper is the trade name applied to unsecured promissory notes issued by finance and industrial companies to raise funds on a short-term basis. Commercial paper can be purchased on an interest bearing or discount basis. Interest bearing instruments pay interest semi-annually. Discounted instruments pay interest at maturity. The City will invest in commercial paper only if the yields are attractive, and if the paper attains the highest letter and number rating as provided for by a national recognized statistical-rating organization (NRSRO). Maturities range from 30 to 180 days with interest computed on a 30/360-day basis.

7. Medium-Term Notes

A Medium-term note is a form of privately placed debt in a bond format. It refers to any fixed-income security with a maturity longer than 1 year, typically issued by financial institutions, corporations and public finance borrowers. The City will only purchase Medium Term Notes with ratings of A or *its equivalent* or better, with maturities of five years or less. Their interest is calculated on a 30/360-day basis like Agency bonds. Interest is paid semi-annually.

8. Capital Stock

The City will only invest on water shares from local water companies as they become available.

9. Local Agency Investment Fund

The Local Agency Investment Fund (LAIF) was established by the state to enable treasurers to place funds in a pool for investments. The LAIF has been particularly beneficial to those jurisdictions with small portfolios. Each agency is limited to an investment of \$75.0 million. Porterville uses this fund for short-term liquidity, investment, and yield when rates are declining. Funds are available on demand and interest is paid quarterly.

10. Central San Joaquin Valley Risk Management Authority (CSJVRMA) Investment Pool

As a member city of the CSJVRMA, the City accepted the opportunity in July 2001 to participate in its sponsored investment pool. The pool is managed by Chandler Asset Management and invests in agency instruments such as Federal Home Loan Bank, treasuries and high-grade corporate stock. Funds are available on demand, with interest paid on a monthly basis.

11. County of Tulare Investment Pool

Porterville participates in the County of Tulare's investment pool that is managed by the County Treasurer. The County invests in the same type of State-approved instruments, as does the City. Funds are available on demand, and interest is paid quarterly.

12. California Cooperative Liquid Assets Securities System (CLASS)

California CLASS is a Joint Powers Authority investment pool that provides public agencies the opportunity to invest funds on a cooperative basis in rated pools that are managed in accordance with state law. Its primary objective is to offer participants safety, daily and next-day liquidity and optimized returns. The fund is an investment option and diversification tool for short-term and medium-term investments. Funds are available on demand with interest paid on a monthly basis.

Investments not specifically approved by this policy are prohibited.

**DIVERSIFICATION REQUIREMENTS**

The City of Porterville will diversify its investment portfolio in order to reduce exposure to risk by combining a variety of investments, limiting investment in securities with higher credit risks, investing in instruments with varying maturities, and continuously investing a portion of the portfolio in readily available funds to ensure that appropriate liquidity is maintained to meet ongoing obligations.

The City operates its investment pool with many State and self-imposed constraints. Government Code Section 53601 (*et seq*) restricts the City portfolio to:

1. 30% in Medium Term Notes, not to exceed 5 years in maturity;
2. 30% in Negotiable Certificates of Deposit, not to exceed 5 years in maturity;
3. 40% in Banker's Acceptance Notes, not to exceed 180 days in maturity;
4. 25% in Commercial Paper, not to exceed 270 days in maturity; and
5. 50% in Placement Service Certificates of Deposit, not to exceed 5 years in maturity (On January 1, 2026, reverts back to 30% maximum percentage of the portfolio.)

These restrictions primarily apply to short-term investments and are interpreted to apply at the time of investment. If, as the portfolio mix changes over time, a particular segment exceeds these restrictions, the prudent investor rule shall apply. The City does not buy stocks and it does not speculate. The City will be selective in purchasing medium-term notes, placing such an investment only with a large stable institution.

**MATURITY OF INVESTMENTS**

The City of Porterville will operate a portfolio with an average life of three years or less. This is to ensure liquidity and the ability to move with changing markets and interest rate movements. Accordingly, no investments will be made in securities that have a final maturity greater than five years.

**PERIODIC REPORTING**

On a quarterly basis, the City Treasurer/Finance Director will issue a report of the City's current investment portfolio, detailing securities, purchase and maturity date, face and market value, weighted average rate of earnings, weighted average days to maturity, and the percentage of liquid holdings. This report will also confirm that current portfolio holdings are in compliance with this policy and that the City's cash needs will be met.

The monitoring of the conditions set forth in this policy statement is the responsibility of the City Treasurer/Finance Director or delegate.

## **INVESTMENT POLICY ADOPTION**

The City's investment policy shall be reviewed periodically by the City Council for consistency with the City's overall investment objectives regarding preservation of principal, liquidity, return, and relevance to current law as well as to current financial and economic trends. Any modifications necessary must be approved by the City Council and the investment policy shall be adopted in its entirety by resolution of the City Council.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE  
APPROVING THE STATEMENT OF INVESTMENT POLICY

WHEREAS: An investment policy serves as the foundation of a local agency's investment goals and priorities and describes the parameters for investing government funds and identifies the investment objectives, preferences or tolerance for risk, constraints on the investment portfolio, and how the investment program will be managed and monitored; and

WHEREAS: The California Government Code contains specific provisions regarding the types of investments and practices permitted which are intended to promote the use of reliable, diverse and safe investment instruments to better ensure a prudently managed portfolio worthy of public trust; and

WHEREAS: The Statement of Investment Policy has been developed to provide guidance in the cash, treasury and investment management functions of the City, reducing the exposure to liability and protect the assets of the City with those specific provisions of the California Government Code having been incorporated into the updated Statement of Investment Policy;

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve the Statement of Investment Policy, in the form attached hereto as Exhibit A.

PASSED, APPROVED AND ADOPTED this 20<sup>th</sup> day of February, 2024.

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Martha A Flores, Mayor

ATTEST:  
Patrice Hildreth, City Clerk

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



## CITY COUNCIL AGENDA – FEBRUARY 20, 2024

**SUBJECT:** Community Clean-Up Events

**SOURCE:** Public Works

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

Based on the success of prior events, staff recommends the City host two Community Clean-Up Events in 2024. The proposed event dates are Saturday, April 20th, and Saturday, October 19th. Staff is not aware of any common city event conflicts with these dates. The clean-up events are open to all residents receiving City residential refuse service. Staff estimated City costs for both events to be approximately \$20,000 and funded through the Solid Waste Operating Budget.

**RECOMMENDATION:** That City Council:

1. Declare April 20, 2024, "Spring Clean-Up Day" and October 19, 2024, "Fall Clean-Up Day;"
2. Encourage all residents to clean up their properties and take advantage of these special opportunities offered by the City;
3. Authorize the City to accept trash, litter, and yard clippings delivered by City residents receiving City residential refuse service to the Spring and Fall Clean-Up Events for free disposal; and
4. Authorize the cost of both events be funded from the Solid Waste Operating Budget.

**ATTACHMENTS:**

**Appropriated/Funded:**

**Review By:**

Department Director:  
Michael Knight, Public Works Director

Final Approver: Patrice Hildreth, City Manager



## CITY COUNCIL AGENDA – FEBRUARY 20, 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 February 6, 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 and review 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

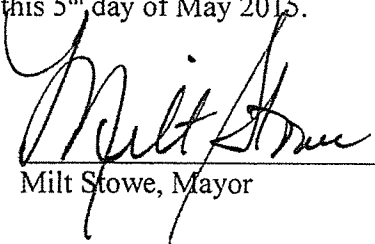
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

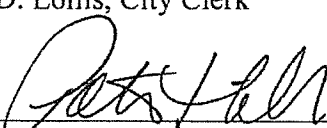
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance, 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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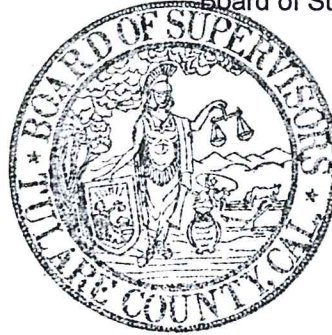
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

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

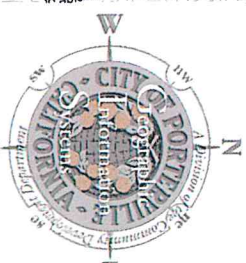
ATTEST:  
City Clerk of the City of Porterville

BY J. L. Lolis  
John Lolis, City Manager

Approved as to Form

BY [Signature]  
City Attorney

EXHIBIT 'A'



East Porterville Project Boundary

CityLimits

UDB

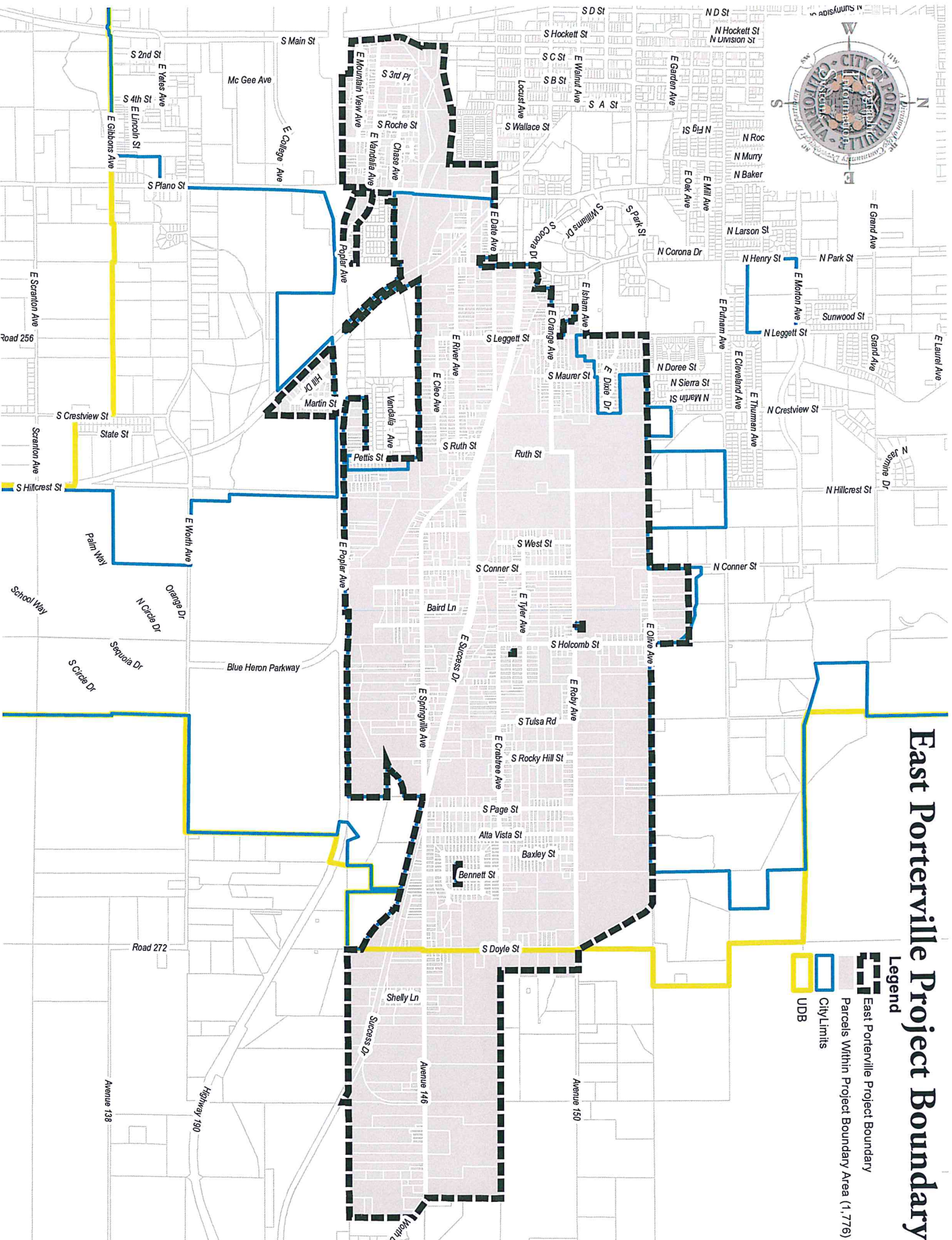


EXHIBIT 'B'



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:

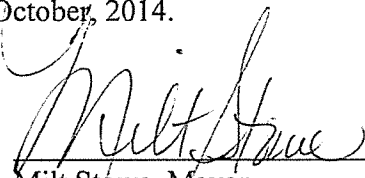
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city, 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).

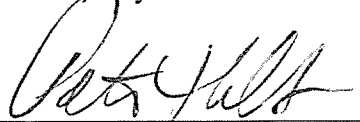
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville, 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.

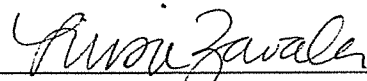
NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby amend existing procedures to submit application for municipal services, and to have said application(s) processed as outlined in Exhibit "A", attached. The exemption identified for the East Porterville Feasibility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

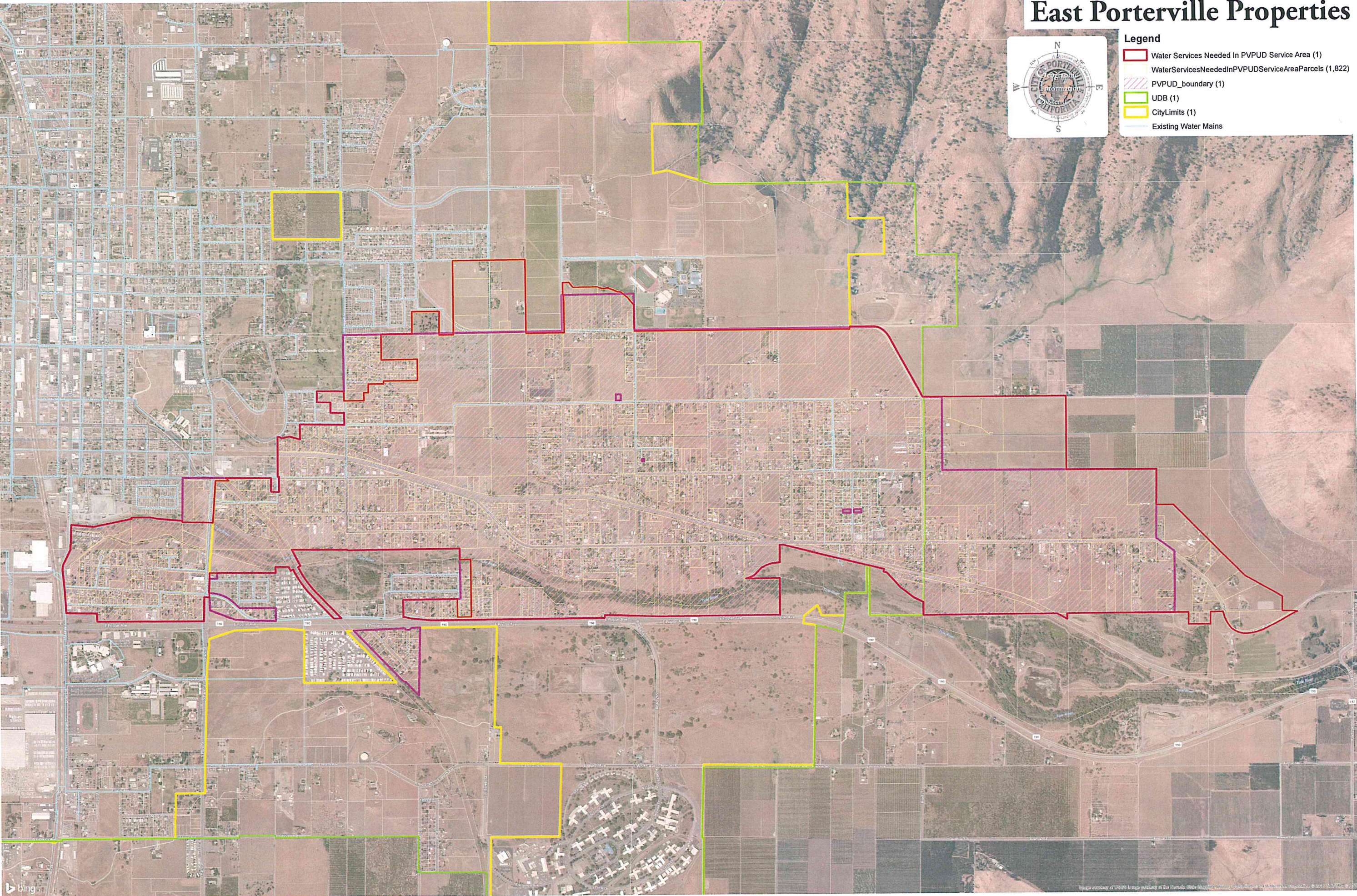
2. PRIOR APPROVALS: Porterville City Council approval of requests for connection to Regional Sewage Treatment, Municipal Water and/or Master Storm Drain Facilities as authorized prior to the adoption and effective date of the respective policies set forth herein shall remain valid and in force according 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

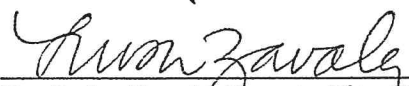
  
By: Luisa Zavala, Deputy City Clerk

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 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

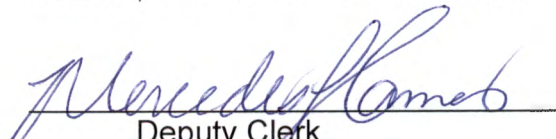
ABSTAIN: NONE

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**

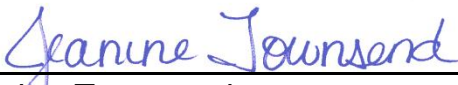
The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on January 4, 2022.

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



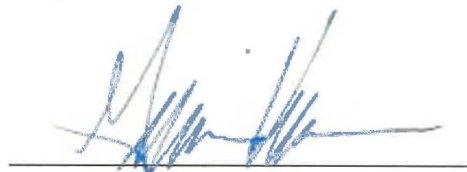
Groundwater Management Grant Program occurring on open and working lands to replenish and store water in groundwater basins that will help mitigate groundwater conditions impacted by drought, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Department of Water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

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

**State of California  
Office of Administrative Law**

In re:  
State Water Resources Control Board

Regulatory Action:

Title 23, California Code of Regulations

Adopt sections: 996

Amend sections:

Repeal sections:

**NOTICE OF APPROVAL OF EMERGENCY  
REGULATORY ACTION**

Government Code Sections 11346.1 and  
11349.6

OAL Matter Number: 2022-0606-03

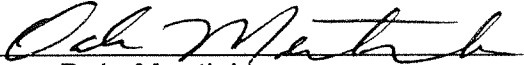
OAL Matter Type: Emergency (E)

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

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

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

Date: June 10, 2022

  
Dale Mentink  
Assistant Chief Counsel

For: Kenneth J. Pogue  
Director

Original: Eileen Sobeck, Executive  
Director

Copy: Garrett Lenahan

## EMERGENCY

For use by Secretary of State only

|                                                    |                                 |                                                  |                  |
|----------------------------------------------------|---------------------------------|--------------------------------------------------|------------------|
| OAL FILE NUMBERS                                   | NOTICE FILE NUMBER<br><b>Z-</b> | REGULATORY ACTION NUMBER<br><b>2022-0606-03E</b> | EMERGENCY NUMBER |
| For use by Office of Administrative Law (OAL) only |                                 |                                                  |                  |
| NOTICE                                             |                                 | REGULATIONS                                      |                  |

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

JUN 10 2022

2:06 PM

AGENCY WITH RULEMAKING AUTHORITY  
State Water Resources Control Board

AGENCY FILE NUMBER (If any)

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

|                                                                                                                                                             |  |                          |                        |                               |                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------|------------------------|-------------------------------|-----------------------|
| 1. SUBJECT OF NOTICE                                                                                                                                        |  | TITLE(S)                 | FIRST SECTION AFFECTED | 2. REQUESTED PUBLICATION DATE |                       |
| 3. NOTICE TYPE<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"/> 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<br>AMEND<br>REPEAL<br>23                    |                                                    |
| 3. TYPE OF FILING                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                          |                                                    |
| <input type="checkbox"/> Regular Rulemaking (Gov. Code §11346)<br><input type="checkbox"/> Resubmittal of disapproved or withdrawn nonemergency filing (Gov. Code §§11349.3, 11349.4)<br><input checked="" type="checkbox"/> Emergency (Gov. Code, §11346.1(b))<br><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.<br><input type="checkbox"/> Resubmittal of disapproved or withdrawn emergency filing (Gov. Code, §11346.1)<br><input type="checkbox"/> Emergency Readopt (Gov. Code, §11346.1(h))<br><input type="checkbox"/> Changes Without Regulatory Effect (Cal. Code Regs., title 1, §100)<br><input type="checkbox"/> File & Print<br><input type="checkbox"/> Print Only<br><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)<br><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<br><input type="checkbox"/> Department of Finance (Form STD. 399) (SAM §6660) <input type="checkbox"/> Fair Political Practices Commission <input type="checkbox"/> State Fire Marshal<br><input type="checkbox"/> Other (Specify)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                          |                                                    |
| 7. CONTACT PERSON<br>Garrett Lenahan                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  | TELEPHONE NUMBER<br>(916) 341-5179                       | FAX NUMBER (Optional)<br>E-MAIL ADDRESS (Optional) |

8. I certify that the attached copy of the regulation(s) is a true and correct copy of the regulation(s) identified on this form, that the information specified on this form is true and correct, and that I am the head of the agency taking this action, or a designee of the head of the agency, and am authorized to make this certification.

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

For use by Office of Administrative Law (OAL) only

AUTHORIZED FOR FILING AND PRINTING

JUN 10 2022

Office of Administrative Law

## ADOPTED EMERGENCY REGULATION TEXT

### Title 23. Waters

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

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

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

### § 996. Urban Drought Response Actions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

Authority: Section 1058.5, Water Code.

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

**EXECUTIVE DEPARTMENT  
STATE OF CALIFORNIA**

**EXECUTIVE ORDER N-5-23**

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

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

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

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

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

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

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

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

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

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

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

**IT IS HEREBY ORDERED THAT:**

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



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

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

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

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

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

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

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

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

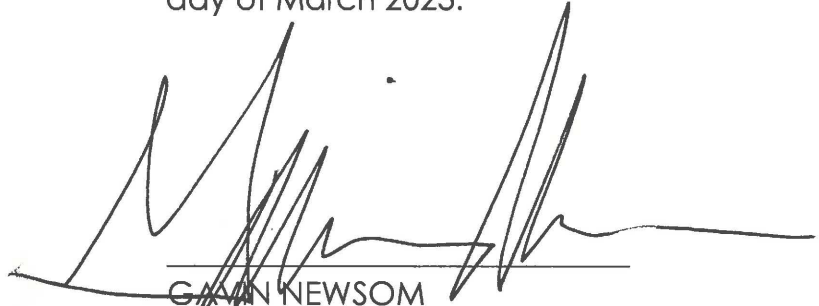
9. Paragraph 6 of my State of Emergency Proclamation dated May 10, 2021, and Paragraph 9 of my State of Emergency Proclamation dated July 8, 2021, are withdrawn and replaced with the following text:

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

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

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

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

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

**ATTEST:**

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



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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")



STATE WATER RESOURCES CONTROL BOARD  
REGIONAL WATER QUALITY CONTROL BOARDS

for the purpose of the

AKIN/CENTRAL WATER CONSOLIDATION PROJECT  
5410010-018C AND 5400655-001C ("Project")

---

- Section 116760 et seq. of the Health and Safety Code and Resolution Nos. 2019-0065 and 2020-0022.

PROJECT FUNDING AMOUNT: \$4,787,664

PRINCIPAL FORGIVENESS COMPONENT: \$4,787,664

ESTIMATED REASONABLE PROJECT COST: \$4,787,664

ELIGIBLE WORK START DATE: JULY 1, 2016

ELIGIBLE CONSTRUCTION START DATE: SEPTEMBER 22, 2020

CONSTRUCTION COMPLETION DATE: OCTOBER 1, 2023

FINAL REIMBURSEMENT REQUEST DATE: APRIL 1, 2024

RECORDS RETENTION END DATE: OCTOBER 1, 2059

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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.

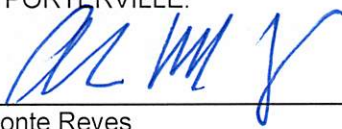
4. Conditions precedent to this Agreement are set forth as follows:
  - (a) The Recipient must deliver an opinion of general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs this Agreement.
  - (b) The Recipient must deliver to the Division a 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.

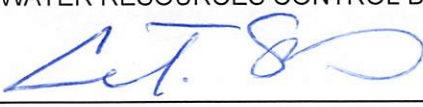
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

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 20, 2024

**SUBJECT:** Consideration of Appointment of City Representative on Porterville Flag Day Committee

**SOURCE:** Administrative Services

**COMMENT:** Since 1982, the Porterville community has upheld the annual tradition of the Flag Day celebration at the shopping center located at the northeast corner of Olive Avenue and D Street. Originally initiated by the Smith family of Smith's Market, the ceremony involves lowering the previous year's American flag and raising a new one on the prominent flag pole. Today, the Porterville Flag Day Committee, consisting of dedicated community partners, works diligently to honor and sustain this patriotic custom.

At its meeting on February 6, 2024, at Council Member Meister's request, the City Council voted to bring forward an item to consider officially appointing Council Member Meister to serve as the City Representative on the Porterville Flag Day Committee.

**RECOMMENDATION:** That the City Council consider the appointment of Council Member Greg Meister to serve as a City Representative on the Porterville Flag Day Committee.

**ATTACHMENTS:**

**Appropriated/Funded:**

**Review By:**

Department Director:  
Yuliana Andrade, Acting Administrative Services Director

Final Approver: Patrice Hildreth, City Manager



## CITY COUNCIL AGENDA – FEBRUARY 20, 2024

**SUBJECT:** Animal Services Contracts with the Cities of Lindsay and Woodlake

**SOURCE:** Police

**COMMENT:** The Porterville Police Department provides animal shelter services for the City of Lindsay and the City of Woodlake as outlined in each Agreement for Animal Shelter Services, which allow for automatic one-year extensions. The contracts, which are attached for reference, were last reviewed in 2016. As part of these agreements, fees are charged to both municipalities for specific services, consisting of intake and care of animals throughout the duration of their time at the Porterville Animal Shelter. While this agreement outlines specific types of animals, the most commonly encountered animals are dogs.

Staff has recently initiated an overview of the contracted fees compared to the time staff spends on maintenance and care of animals received from the aforementioned agencies. Staff spends an approximated one (1) to two (2) hours per day as a combined total for intake and maintenance care and custody of the animal while it remains in possession of the Porterville Animal Shelter.

During a review of 2023 statistical information for the care of animals, the Porterville Animal Shelter received a combined total of three hundred and thirteen (313) dogs between the City of Lindsay and the City of Woodlake, with two hundred and forty-three (243) coming from the City of Lindsay and seventy (70) coming from the City of Woodlake. This cumulative total has nearly doubled since 2020. The Porterville Animal Shelter has also experienced a steady increase in the number of animals picked up within the City of Porterville over the last few years. A review of the monetary compensation based on billing procedures for services rendered by the Porterville Animal Shelter during 2023, totaled \$10,068, charged to both organizations (\$6,898 from the City of Lindsay and \$3,170 from the City of Woodlake). These fees are determined by intake type to include live/deceased animals and those in need of quarantine (see attachment).

While Staff makes every effort possible to adopt out and/or reunite animals with their owners from both the City of Lindsay and the City of Woodlake, staff often have a difficult time as many of the dogs have been picked up as strays and are animal/human aggressive and/or unclaimed by their owner. This also exposes the city to unnecessary liability through potential staff injuries or animal injuries from providing service to cities outside our jurisdiction. This risk of liability to the City comes at high risk and is not an efficient or effective use of staff/city resources, which could be spent on animal issues within the City of Porterville. In its analysis, staff took into consideration several factors during the review of this matter which included the growth of the city, which correlates to an increased animal population. Irresponsible dog ownership and irresponsible breeding practices also plays a role.

After a detailed evaluation, staff is recommending termination of the current agreement for Animal Shelter Services between the City of Porterville and the cities of Lindsay and Woodlake. The termination procedure is outlined in the Agreements providing for a 180-day notice prior to the termination date. While this recommendation does not come easily, staff believes the termination of the agreements will allow for more efficiency and focus on animals within the Porterville jurisdiction, which will also mitigate euthanasia cases.

RECOMMENDATION: That the City Council authorize the termination of current agreements for animal shelter services between the City of Porterville and the cities of Lindsay and Woodlake, and direct staff to provide written notice to the aforementioned cities consistent with the agreements.

ATTACHMENTS:           1.     Animal Shelter Services Contract (Lindsay)  
                                  2.     Animal Shelter Services Contract (Woodlake)

Appropriated/Funded:

Review By:

Department Director:  
Jake Castellow, Chief of Police

Final Approver: Patrice Hildreth, City Manager

**AGREEMENT FOR  
ANIMAL SHELTER SERVICES**

**THIS AGREEMENT** is made and entered into the 1<sup>st</sup> day of July, 2016, between the City of Porterville hereinafter referred to as "Porterville" and the City of Lindsay, hereinafter referred to as "Lindsay."

**WITNESSETH**

**WHEREAS**, Porterville has assumed control over the Animal Shelter facility located at 23611 Road 196, Lindsay, CA, and is operating said facility for purposes of sheltering animals in accordance with the laws of the State of California; and

**WHEREAS**, Lindsay has determined that it is in the best interest of Lindsay to contract with Porterville for the sheltering of animals picked up in Lindsay; and

**WHEREAS**, pursuant to Government Code Section 51301, Porterville is authorized to contract with Lindsay and Lindsay is authorized to contract with Porterville for the performance by appropriate Porterville officers and employees of Lindsay functions; and

**NOW, THEREFORE, IT IS AGREED** as follows:

**1. ANIMAL SHELTER SERVICES**

- A. Shelter Facility Care: Porterville shall maintain a humane and sanitary animal shelter that complies with all Federal, State and County statutes and regulations. This facility shall be suitable for the safe sheltering and proper care of all dogs, cats and other animals (wild or domestic) which may be impounded, or otherwise come into the custody of Lindsay, pursuant to the provisions of the Lindsay

Municipal Code, or other regulation. After receipt of an animal at the shelter facility, animals requiring veterinary observation or treatment may be taken to a veterinary facility of Porterville's choice and Lindsay shall incur all associated costs for such care and impoundment. Animals that are deemed sick or injured prior to being housed at the shelter will not be accepted until such time they have been treated by a veterinarian and cleared for sheltering. Lindsay will be responsible for all costs related to follow up care and medication. Animals subject to quarantine away from the owner's premises shall be sheltered in facilities approved by the County Health Officer pursuant to State rabies control statutes and regulations.

B. Holding Period: Animals impounded by Lindsay shall be held for redemption for the minimum period required by statute; however, Porterville reserves the right to euthanize any sick or injured animal before the expiration of the minimum holding period upon the recommendation of a veterinarian, or when otherwise authorized by statute. Animals held as evidence in a criminal investigation or prosecution shall be held until released by the investigating officer, prosecutor, or a court order. Time of impoundment for the purpose of this agreement shall begin when an animal arrives at the shelter, or in the case of an animal impounded at a veterinary kennel or other premises, when notice describing the animal and the circumstances of its impoundment is received by staff at the shelter.

C. Disposition of Impounded Animals: Lindsay's right to custody of any animal impounded for the minimum period required by this agreement shall pass to Porterville upon the expiration of said period and Lindsay shall thereafter have no



responsibility for the care or the costs of sheltering of said animal. After expiration of said period, and after giving any notice required by law, Porterville in its sole discretion, may hold the animal for a longer period, or may place the animal for adoption, release to a Rescue Group or may dispose of the animal.

D. Dead Animals: Porterville shall provide for the safe and sanitary disposal of all dead animals coming into its possession and of all animals destroyed by Porterville pursuant to the terms of this agreement.

E. Other Animal Control Services: This service agreement provides solely for the sheltering of animals picked up in Lindsay, by Lindsay employees. This agreement does not provide for Porterville to provide any other animal control services to Lindsay. Additionally, Porterville will not provide for the licensing of animals belonging to Lindsay residents, and Porterville will not serve as Hearing Officer for Lindsay on vicious animal complaints and hearings. Lindsay will be responsible for written notification of hearing dispositions or other actions associated with animals brought into the shelter in order to ensure that animals are held the appropriate amount of time and are not held for excessive amounts of time. Porterville will work cooperatively with Lindsay staff in an effort to identify the owners of any animal brought into the facility and assist in taking action to reunite an animal with the rightful owners.

F. Hours of Operation: Porterville shall provide suitable office hours at the animal shelter facility for the convenience of Lindsay residents seeking to reclaim their animals. Porterville will staff the facility and receive animals from Lindsay on

Monday through Saturday, between the hours of 9:00 a.m. to 5:00 p.m., excluding holidays; however, the days or hours of operation of the shelter are subject to change as Porterville deems necessary.

## **2) VETERINARIAN CARE**

In providing care for any animal coming into its possession pursuant to this agreement, Porterville's decision to obtain veterinary services, Porterville's selection of a veterinarian, and Porterville's approval of veterinary fees for care and treatment of the animal, shall be final.

## **3) RECORDS**

Porterville shall keep appropriate records and statistics regarding all services performed under this agreement. Lindsay may inspect and receive copies of said records upon request.

## **4) HOLD HARMLESS**

Porterville shall hold harmless, defend and indemnify Lindsay, its officers, agents, and employees from and against any liability, claims, action, cost, damage, or losses for injury, including death, to any person, or damage to any property arising out of Porterville's activities under this agreement. Lindsay shall hold harmless, defend, and indemnify Porterville, its officers, agents, and employees from and against any liability claims, actions, cost, damages or losses for injury, including death, to any person or damage to any property arising out of Lindsay's activities under this agreement.

## **5) TERM AND TERMINATION**

- A. This agreement shall become effective on July 1, 2016, and shall continue until June 30, 2017. This agreement shall renew automatically each year unless terminated by either party.
- B. At a time that is agreeable to both Porterville and Lindsay, or in March of each year, Porterville and Lindsay will review the current charges for services to determine the need for adjustment. If adjustments are decided upon, an updated agreement will be prepared by Porterville and adjustments will take effect on July 1 of the current year.
- C. Either party may terminate this agreement at any time by delivering written notice of termination no less than 180 days prior to the date of termination.
- D. Upon construction of an animal shelter in Porterville, Porterville may opt to move all animals to the Porterville site and discontinue the use of the shelter in Lindsay. At that time, Lindsay may deliver their animals to the Porterville facility or terminate this agreement.
- E. Either party may terminate this agreement for material breach if the other party fails to remedy said breach within thirty (30) days after receiving written notice setting forth in detail the facts constituting said breach.

## **6) CHARGE FOR SERVICES**

As consideration for Porterville carrying out the obligations and responsibilities as specified in this agreement, Lindsay agrees to compensate Porterville pursuant to the following fees for the listed action:

A. Sheltering Service:

- |                                      |                         |
|--------------------------------------|-------------------------|
| 1. Dog or Cat                        | \$40.00 per impoundment |
| 2. Dog or Cat (Quarantine)           | \$50.00 per impoundment |
| 3. Evidence Fowl                     | \$7.00 per day          |
| 4. Horse, Cow, Goat, etc.            | \$12.00 per day         |
| 5. Protective Custody/ Evidence Hold | \$9.00 per day          |
| 6. Other Evidence Hold               | \$9.00 per day          |
| 7. Dead Animal Disposal              | \$9.00 per animal       |

B. Veterinary Services: Lindsay shall reimburse Porterville for the cost of all veterinary services rendered for the examination and treatment of animals coming into Porterville's possession pursuant to the provisions of this agreement within thirty (30) days of receipt of an itemized bill. Veterinary services will be engaged for any animal in Porterville's possession when it is deemed to be in need of such services.

**7) NOTICES**

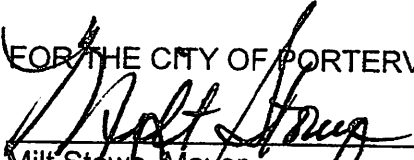
Any notice to be given in accordance with the provisions of this Agreement shall be in writing and shall be served either by personal delivery or by first class mail, postage prepaid, and addressed as listed below:

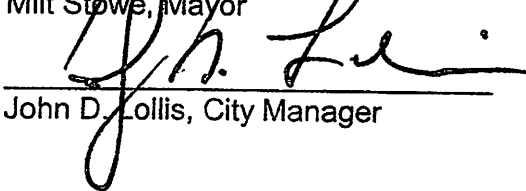
City of Porterville  
Attn: John Lollis, City Manager  
291 North Main Street  
Porterville, CA 93257

City of Lindsay  
Attn: William Zigler, Interim City Manager  
251 East Honolulu Street  
Lindsay, CA 93247

IN WITNESS WHEREOFF, the parties hereto have executed this Agreement as of the  
day and year first above written.

FOR THE CITY OF PORTERVILLE

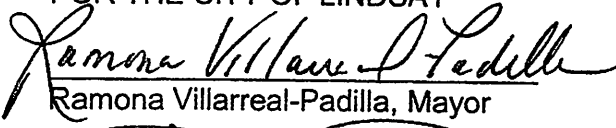
  
Milt Stowe, Mayor

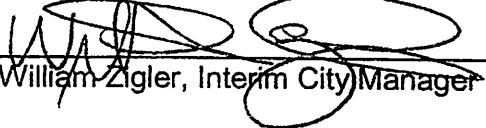
  
John D. Collis, City Manager

7-11-16  
Date

07/11/16  
Date

FOR THE CITY OF LINDSAY

  
Ramona Villarreal-Padilla, Mayor

  
William Zigler, Interim City Manager

6.28.2016  
Date

7-05-2016  
Date

**AGREEMENT FOR  
ANIMAL SHELTER SERVICES**

**THIS AGREEMENT** is made and entered into the 1<sup>st</sup> day of July, 2015, between the City of Porterville hereinafter referred to as "Porterville" and the City of Woodlake, hereinafter referred to as "Woodlake."

**WITNESSETH**

**WHEREAS**, Porterville has assumed control over the Animal Shelter facility located at 23611 Road 196, Lindsay, CA, and is operating said facility for purposes of sheltering animals in accordance with the laws of the State of California; and

**WHEREAS**, Woodlake has determined that it is in the best interest of Woodlake to contract with Porterville for the sheltering of animals picked up in Woodlake; and

**WHEREAS**, pursuant to Government Code Section 51301, Porterville is authorized to contract with Woodlake and Woodlake is authorized to contract with Porterville for the performance by appropriate Porterville officers and employees of Woodlake functions; and

**NOW, THEREFORE, IT IS AGREED** as follows:

**1. ANIMAL SHELTER SERVICES**

- A. Shelter Facility Care: Porterville shall maintain a humane and sanitary animal shelter that complies with all Federal, State and County statutes and regulations. This facility shall be suitable for the safe sheltering and proper care of all dogs, cats and other animals (wild or domestic) which may be impounded, or otherwise

come into the custody of Woodlake, pursuant to the provisions of the Woodlake Municipal Code, or other regulation. After receipt of an animal at the shelter facility, animals requiring veterinary observation or treatment may be taken to a veterinary facility of Porterville's choice and Woodlake shall incur all associated costs for such care and impoundment. Animals that are deemed sick or injured prior to being housed at the shelter will not be accepted until such time they have been treated by a veterinarian and cleared for sheltering. Woodlake will be responsible for all costs related to follow up care and medication. Animals subject to quarantine away from the owner's premises shall be sheltered in facilities approved by the County Health Officer pursuant to State rabies control statutes and regulations.

- B. Holding Period: Animals impounded by Woodlake shall be held for redemption for the minimum period required by statute; however, Porterville reserves the right to euthanize any sick or injured animal before the expiration of the minimum holding period upon the recommendation of a veterinarian, or when otherwise authorized by statute. Animals held as evidence in a criminal investigation or prosecution shall be held until released by the investigating officer, prosecutor, or a court order. Time of impoundment for the purpose of this agreement shall begin when an animal arrives at the shelter, or in the case of an animal impounded at a veterinary kennel or other premises, when notice describing the animal and the circumstances of its impoundment is received by staff at the shelter.
- C. Disposition of Impounded Animals: Woodlake's right to custody of any animal impounded for the minimum period required by this agreement shall pass to



Porterville upon the expiration of said period and Woodlake shall thereafter have no responsibility for the care or the costs of sheltering of said animal. After expiration of said period, and after giving any notice required by law, Porterville in its sole discretion, may hold the animal for a longer period, or may place the animal for adoption, release to a Rescue Group or may dispose of the animal.

D. Dead Animals: Porterville shall provide for the safe and sanitary disposal of all dead animals coming into its possession and of all animals destroyed by Porterville pursuant to the terms of this agreement.

E. Other Animal Control Services: This service agreement provides solely for the sheltering of animals picked up in Woodlake, by Woodlake employees. This agreement does not provide for Porterville to provide any other animal control services to Woodlake. Additionally, Porterville will not provide for the licensing of animals belonging to Woodlake residents, and Porterville will not serve as Hearing Officer for Woodlake on vicious animal complaints and hearings. Woodlake will be responsible for written notification of hearing dispositions or other actions associated with animals brought into the shelter in order to ensure that animals are held the appropriate amount of time and are not held for excessive amounts of time. Porterville will work cooperatively with Woodlake staff in an effort to identify the owners of any animal brought into the facility and assist in taking action to reunite an animal with the rightful owners.

F. Hours of Operation: Porterville shall provide suitable office hours at the animal shelter facility for the convenience of Woodlake residents seeking to reclaim their

animals. Porterville will staff the facility and receive animals from Woodlake on Monday through Saturday, between the hours of 9:00 a.m. to 5:00 p.m., excluding holidays; however, the days or hours of operation of the shelter are subject to change as Porterville deems necessary. The shelter facility will be open to the public during these days and hours.

## **2) VETERINARIAN CARE**

In providing care for any animal coming into its possession pursuant to this agreement, Porterville's decision to obtain veterinary services, Porterville's selection of a veterinarian, and Porterville's approval of veterinary fees for care and treatment of the animal, shall be final.

## **3) RECORDS**

Porterville shall keep appropriate records and statistics regarding all services performed under this agreement. Woodlake may inspect and receive copies of said records upon request.

## **4) HOLD HARMLESS**

Porterville shall hold harmless, defend and indemnify Woodlake, its officers, agents, and employees from and against any liability, claims, action, cost, damage, or losses for injury, including death, to any person, or damage to any property arising out of Porterville's activities under this agreement. Woodlake shall hold harmless, defend, and indemnify Porterville, its officers, agents, and employees from and against any liability claims, actions, cost, damages or losses for injury, including death, to any

person or damage to any property arising out of Woodlake's activities under this agreement.

## **5) TERM AND TERMINATION**

- A. This agreement shall become effective on July 1, 2015, and shall continue until June 30, 2016. This agreement shall renew automatically each year unless terminated by either party.
- B. At a time that is agreeable to both Porterville and Woodlake, or in March of each year, Porterville and Woodlake will review the current charges for services to determine the need for adjustment. If adjustments are decided upon, an updated agreement will be prepared by Porterville and adjustments will take effect on July 1 of the current year.
- C. Either party may terminate this agreement at any time by delivering written notice of termination no less than 180 days prior to the date of termination.
- D. Upon construction of an animal shelter in Porterville, Porterville may opt to move all animals to the Porterville site and discontinue the use of the shelter in Lindsay. At that time, Woodlake may deliver their animals to the Porterville facility or terminate this agreement.
- E. Either party may terminate this agreement for material breach if the other party fails to remedy said breach within thirty (30) days after receiving written notice setting forth in detail the facts constituting said breach.

## **6) CHARGE FOR SERVICES**

As consideration for Porterville carrying out the obligations and responsibilities as specified in this agreement, Woodlake agrees to compensate Porterville pursuant to the following fees for the listed action:

### **A. Sheltering Service:**

- |                                      |                         |
|--------------------------------------|-------------------------|
| 1. Dog or Cat                        | \$45.00 per impoundment |
| 2. Dog or Cat (Quarantine)           | \$55.00 per impoundment |
| 3. Evidence Fowl                     | \$7.00 per day          |
| 4. Horse, Cow, Goat, etc.            | \$12.00 per day         |
| 5. Protective Custody/ Evidence Hold | \$9.00 per day          |
| 6. Other Evidence Hold               | \$9.00 per day          |
| 7. Dead Animal Disposal              | \$9.00 per animal       |

**B. Veterinary Services:** Woodlake shall reimburse Porterville for the cost of all veterinary services rendered for the examination and treatment of animals coming into Porterville's possession pursuant to the provisions of this agreement within thirty (30) days of receipt of an itemized bill. Veterinary services will be engaged for any animal in Porterville's possession when it is deemed to be in need of such services.

## 7) NOTICES

Any notice to be given in accordance with the provisions of this Agreement shall be in writing and shall be served either by personal delivery or by first class mail, postage prepaid and addressed as listed below:

City of Porterville  
Attn: John Lollis, City Manager  
291 North Main Street  
Porterville, CA 93257

City of Woodlake  
Attn: Ramon Lara, City Administrator  
350 North Valencia Boulevard  
Woodlake, CA 93286

**IN WITNESS WHEREOFF**, the parties hereto have executed this Agreement as of the day and year first above written.

FOR THE CITY OF PORTERVILLE

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
John D. Lollis, City Manager

\_\_\_\_\_  
Date

FOR THE CITY OF WOODLAKE

\_\_\_\_\_  
Rudy Mendoza, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ramon Lara, City Administrator

\_\_\_\_\_  
Date



## CITY COUNCIL AGENDA – FEBRUARY 20, 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 February 6, 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. Armory Daily Census
22. Municipal Code Chapter 9 - Civil Defense and Disaster
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: \_\_\_\_\_

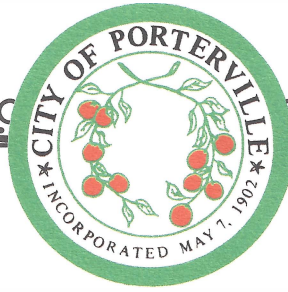
Fernando Gabriel-Moraga, Deputy City Clerk

## 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.

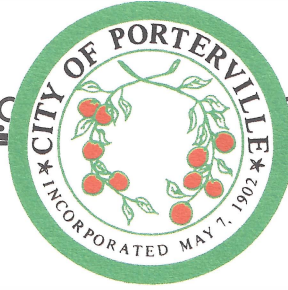
Jake Castellow  
Chief of Police

## 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.



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

**ATTEST:**

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

# EXECUTIVE DEPARTMENT STATE OF CALIFORNIA

## EXECUTIVE ORDER N-7-23

**WHEREAS** on March 1, March 8, March 12, March 14, March 28, April 20, and May 15, 2023, I proclaimed a State of Emergency to exist in 52 counties, cumulatively, as a result of a series of winter storms that initially struck California beginning in late February and continue to significantly impact the counties identified in my Proclamations; and

**WHEREAS** on March 31, 2023, I issued Executive Order N-6-23 to further bolster the emergency response to this Late Winter Storms event, particularly in the Tulare Lake Basin that continues to be plagued by historic flooding; and

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

**WHEREAS** on March 10, 2023, I issued Executive Order N-4-23 to address evolving drought conditions due to the winter storms and to mitigate flooding by facilitating groundwater recharge; and

**WHEREAS** due to the complexity of the impacts from over a dozen Atmospheric River events since December 2022, including the accumulation of a record snowpack in the Sierra Nevada that is likely to yield record snowmelt runoff, especially in the Tulare Lake Basin, I previously issued Executive Orders identified herein to respond to and recover from the winter storms, and those orders now require updating in-light of the most recent runoff conditions and the State's more robust and recent modeling of likely flood impacts; and

**WHEREAS** the Tulare Lake Basin includes portions of Fresno, Kings, Tulare, and Kern counties and is the terminal point for the Kaweah, Tule, and Kern Rivers as well as a portion of the Kings River and several smaller streams, meaning that water from Sierra snowpack runoff that cannot be stored in reservoirs or absorbed into the ground will flow into the basin; and

**WHEREAS** the Tulare Lake Basin is hydrologically connected to the San Joaquin River Basin via the James Bypass and Fresno Slough and that connection has the potential to exacerbate the flood risk in the San Joaquin River Basin, and so further emergency response efforts may become necessary in the San Joaquin River Basin; and

**WHEREAS** stretches of the San Joaquin River, Chowchilla and Eastside Bypasses, San Joaquin River mainstem and tributaries (Fresno River, Chowchilla River, Merced River, Stanislaus River, and Tuolumne River, hereafter, San Joaquin River Tributaries), and Fresno Slough/James Bypass have been or are at flood stage this spring, river stages are expected to stay high or increase throughout the spring and summer as snowpack melts, and multiple levee repairs are underway on the lower San Joaquin River; and

**WHEREAS** the Kern River – California Aqueduct Intertie exists to move floodwaters safely from the Kern River into the California Aqueduct, and the Kern River Watermaster on May 10, 2023, requested the use of the Intertie to prevent Kern River floodwater from exacerbating flooding in the Tulare Lake Basin, and state agencies have begun actions to safely enable the diversion of these flood flows; and

**WHEREAS** under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Order would prevent, hinder, or delay the mitigation of the effects of these ongoing winter storms.

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

**IT IS HEREBY ORDERED THAT:**

1. All provisions contained in the above-referenced Proclamations of a State of Emergency and Executive Orders shall remain in full force and effect except as modified in this Order.
2. Paragraph 2 of Executive Order N-6-23 is withdrawn and replaced by the following:

To protect health, safety, and the environment, and to reduce the risks of local catastrophic flooding in the Tulare Lake or San Joaquin River Basins, the following are suspended for activities that meet the requirements in Paragraph 3.

- a. Chapter 6 (commencing with section 1600) of Division 2 of the Fish and Game Code, and regulations adopted pursuant to that Chapter; and
  - b. Division 13 (commencing with Section 21000) of the Public Resources Code, and regulations adopted pursuant to that division.
3. Paragraph 3 of Executive Order N-6-23 is withdrawn and replaced by the following, except that any diversion in the Tulare Lake Basin that is operational as of June 1, 2023, may continue to operate under Paragraph 3 of Executive Order N-6-23 until August 31, 2023:

The suspensions created by Paragraph 2 shall apply to floodwater diversion, floating vegetation and debris removal, and levee repair and breach, in the Tulare Lake or San Joaquin River Basins, on the condition that the actions cease when the flood conditions have abated to the point there is no longer a risk of, or existing, flooding causing inundation of land, roads, or structures at or downstream of the point of diversion.

4. Additionally, the suspensions created by Paragraph 2 shall apply to floodwater diversion only if all the following additional conditions are met:
  - a. Any diversion of floodwaters directly from the (i) Tulare Lake Basin or rivers or streams or bypasses flooding the Tulare Lake Basin or (ii) the San Joaquin River or San Joaquin River tributaries (including Fresno Slough and James Bypass) or San Joaquin River bypasses must occur between March 31, 2023, and August 31, 2023, for flood management purposes.

- b. With respect to diversions of floodwaters directly from rivers or streams or bypasses, a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice, that flows downstream of the point of diversion are at imminent risk of flooding and inundation of land, roads, or structures.
- c. With respect to diversions of floodwaters that are no longer contained within a defined streambed or levee, a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice that areas from which the floodwaters are diverted are either at imminent risk of flooding or already flooded, with potential or existing inundation of land, roads, or structures, or are on lands inundated as a result of actions within subparagraph (a).
- d. Any floodwater diverted is not diverted to and will not be applied to:
  - i. Any barn, ponds, or lands to which manure or waste from an animal facility that generates waste from the feeding and housing of animals for more than 45 days per year in a confined area that is not vegetated are applied;
  - ii. Any agricultural field where pesticide or fertilizer application has occurred in the prior 30 days or in the period prohibited by applicable law, whichever is longer;
  - iii. Any area that could cause damage to critical levees, infrastructure, wastewater and drinking water systems, drinking water wells or drinking water supplies, or exacerbate the threat of flood and other health and safety concerns; or
  - iv. Any area that has not been in active irrigated agricultural cultivation within the past three years including grazing lands, annual grasslands, and natural habitats. This limitation does not apply to facilities already constructed for the purposes of groundwater recharge or managed wetlands.
- e. With respect to diversions of floodwaters from waters tributary to the Sacramento and San Joaquin River Delta as defined in Water Code section 12220 (Delta), water rights holders are not making releases of stored water or reoperating facilities to provide flow for the purposes of meeting water quality control plan or endangered species requirements in the Delta at the time of the diversion.
- f. With respect to diversions of floodwaters directly from the San Joaquin River or San Joaquin River Tributaries, the diversion uses:
  - i. either existing diversion infrastructure or temporary pumps;

- ii. no new permanent infrastructure or permanent construction; and
  - iii. simple screens installed on temporary pump intakes to minimize the impacts of diversion to salmon and other aquatic life.
- 5. Paragraph 4 of Executive Order N-6-23 is withdrawn and replaced by the following:

In addition to the mandatory conditions set forth in Paragraph 3, any person conducting planned levee breaches or controlled inundation to prevent further catastrophic flooding pursuant to the suspensions created by Paragraph 2 should, wherever feasible, protect above-ground infrastructure and water sources that are necessary for the protection of human health and the recovery of impacted communities.

- 6. Paragraph 5 of Executive Order N-6-23 is withdrawn and replaced by the following:

For purposes of conducting emergency flood preparation and response activities beyond those provided for in Paragraphs 2 and 3, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Secretary of the Natural Resources Agency concurs that local action is required, and (c) permits necessary to carry out actions under (a) and (b), Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division, are suspended to the extent necessary to address flood impacts in the Tulare Lake or San Joaquin River Basins.

- 7. Paragraph 6 of Executive Order N-6-23 is withdrawn and replaced by the following:

To support adequate state staffing for all state agencies and departments with an assigned response and/or recovery role related to flooding in the Tulare Lake or San Joaquin River Basins, consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. All other restrictions must be adhered to for retired annuitants. The Director of the California Department of Human Resources must be notified of any individual employed in state government pursuant to these suspensions. The suspension of statutes identified in this Paragraph shall also apply to local governments, as applicable, to ensure adequate staffing to appropriately respond to the flooding in the Tulare Lake Basin. Local governmental agencies shall notify the California Public Employees' Retirement System of any individual employed by an agency pursuant to this Paragraph.

- 8. Paragraph 6 of Executive Order N-6-23 is withdrawn and replaced by the following:

The limitation for the period of employment for State Personnel Board

emergency appointments, as provided in Government Code section 19888.1, is suspended for positions required for emergency response and/or recovery operations related to flooding in the Tulare Lake or San Joaquin River Basins. The requirements and period of employment for such appointments will be determined by the Office of Emergency Services, but shall not extend beyond the termination date of the State of Emergency.

9. Paragraph 3 of Executive Order N-4-23 is withdrawn and replaced by the following, except that any diversion that is operational as of June 1, 2023, may continue to operate under Paragraph 3 of Executive Order N-4-23 until August 31, 2023:

The suspensions created by Paragraph 2 of Executive Order N-4-23 shall apply to diversions of floodwaters as to which all the following conditions are met:

- a. Diversions of floodwaters directly from rivers, streams, or bypasses must occur between March 10, 2023, and August 31, 2023, for flood management and associated groundwater recharge.
- b. Diversions of floodwaters no longer contained within a defined streambed must prevent imminent risk of flooding or relieve flooding pressure from land, roads, or structures, already inundated, including as a result of actions within subparagraph (a).
- c. A local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice, that waters at or downstream of the point of diversion are at imminent risk of flooding and inundation of land, roads, or structures.
- d. The diversions cease when the flood conditions have abated to the point there is no longer a risk of, or existing, flooding causing inundation of land, roads, or structures at or downstream of the point of diversion.
- e. Any floodwater diverted is not diverted to and will not be applied to:
  - i. Any barn, ponds, or lands, to which manure or waste from an animal facility that generates waste from the feeding and housing of animals for more than 45 days per year in a confined area that is not vegetated are applied;
  - ii. Any agricultural field where pesticides or fertilizer application has occurred in the prior 30 days or in the period prohibited by applicable law, whichever is longer;
  - iii. Any area that could cause damage to critical levees, infrastructure, wastewater and drinking water systems, drinking water wells or drinking water supplies, or exacerbate the threat of flood and other health and safety concerns; or



- iv. Any area that has not been in active irrigated agricultural cultivation within the past three years, including grazing lands, annual grasslands, and natural habitats. This limitation does not apply to facilities already constructed for the purpose of groundwater recharge or managed wetlands.
- f. With respect to diversions of floodwaters from waters tributary to the Sacramento and San Joaquin River Delta (Delta) as defined in Water Code section 12220 (Delta), water rights holders are not making releases of stored water or reoperating facilities to provide flow for the purposes of meeting water quality control plan or endangered species supporting regulatory requirements in the Delta at the time of the diversion.
- g. The diversion uses:
  - i. Either existing diversion infrastructure or temporary pumps;
  - ii. Existing groundwater recharge locations, where available;
  - iii. No new permanent infrastructure or permanent construction; and
  - iv. Simple screens installed on temporary pump intakes to minimize the impacts of diversion to salmon and other aquatic life.
- h. The person or entity availing itself of suspensions created by Paragraph 2 of Executive Order N-4-23 files a preliminary report with the Water Board and any applicable Groundwater Sustainability Agency (GSA) or GSAs for the basin, no later than 14 days after initially commencing diversion of flood flows for groundwater recharge, and a final report with the Water Board and any applicable GSA or GSAs for the basin no later than September 15, 2023. The preliminary and final reports required by this subparagraph shall:
  - i. Identify the person or entity utilizing the suspensions created by Paragraph 2 of Executive Order N-4-23;
  - ii. Identify the triggering condition from subparagraph (c) of this paragraph;
  - iii. Provide the GPS coordinates for the point of diversion, a map identifying the approximate area inundated by the flood flows, and the corresponding assessor parcel number(s);
  - iv. Identify the time when diversions of floodwaters to groundwater recharge commenced, and for final reports, when diversions ceased; and
  - v. Provide an estimate, as of the report's date, of the amount of floodwaters diverted utilizing the suspensions created by Paragraph 2 of Executive Order N-4-23.



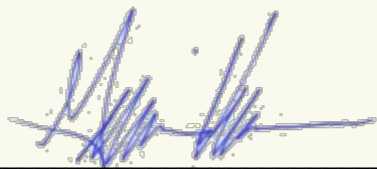
The Water Board shall post on its internet website all reports received pursuant to this subparagraph.

10. To mitigate the effects of the Late Winter Storms, including by reducing the risks of local catastrophic flooding in the Tulare Lake Basin, Part 2 (commencing with section 1200) of division 2 of the Water Code, exclusive of section 1225, and regulations adopted pursuant to that part, are suspended for diversions of flood flows into the Kern Intertie and ultimately into the California Aqueduct until August 31, 2023, such that applications and permits for water rights shall not be required for such diversions, nor shall such diversions create new water rights or modify existing water rights, to the extent applications or permits would have been required or water rights would have been affected absent this suspension.
11. The Department of Water Resources and State Water Resources Control Board shall (i) communicate to water systems and others any additional information or actions necessary for those systems and others to monitor and be prepared for the addition of Kern River floodwater in the California Aqueduct, and (ii) collaborate on long-term actions that align water rights and flood response, including actions that maximize in-basin groundwater recharge.

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

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

**IN WITNESS WHEREOF** I have  
hereunto set my hand and caused  
the Great Seal of the State of  
California to be affixed this 17th day  
of May 2023.



GAVIN NEWSOM  
Governor of California

**ATTEST:**

SHIRLEY WEBER, PH.D  
Secretary of State

**EXECUTIVE DEPARTMENT  
STATE OF CALIFORNIA**

**EXECUTIVE ORDER N-10-23**

**WHEREAS** the State has experienced over thirty atmospheric rivers since December 2022, resulting in compounding and cumulative impacts across California, including record or near record amounts of snow in the Sierra Nevada; and

**WHEREAS** on January 4, 2023, I proclaimed a State of Emergency to exist in California as a result of severe winter storms related to an atmospheric river event beginning on December 27, 2022; and

**WHEREAS** on March 1, March 8, March 12, March 14, March 28, April 20, May 15, and June 16, 2023, I proclaimed a State of Emergency to exist in 53 counties, cumulatively, as a result of a series of winter storms that initially struck California beginning in late February and continue to significantly impact the counties identified in my Proclamations; and

**WHEREAS** on April 21, May 10, July 8, and October 19, 2021, I proclaimed States of Emergency to exist due to drought conditions, and on February 13, 2023, I issued Executive Order N-3-23 and on March 10, 2023, I issued Executive Order N-4-23, to address evolving drought conditions due to the 2022-2023 Winter Storm Events and mitigate flooding by facilitating groundwater recharge; and

**WHEREAS** on March 31, 2023, I issued Executive Order N-6-23 to bolster the emergency response to the 2022-2023 Winter Storm Events, particularly in the Tulare Lake Basin that continues to be affected by historic flooding; and

**WHEREAS** on May 17, 2023, and on June 16, 2023, I issued Executive Order N-7-23 and N-9-23, respectively, to further bolster the emergency response to the 2022-2023 Winter Storm Events, in both the San Joaquin River and the Tulare Lake Basins; and

**WHEREAS** there remains a need for removal of floating vegetation and debris throughout impacted counties, including stretches of the Salinas River mainstem and tributaries, stretches of the Pajaro River mainstream and tributaries, and coastal streams along the Central Coast region from Santa Cruz County to Ventura County, and that removal must expeditiously occur before the next rainy season begins in fall 2023 in order to mitigate the risk of additional flooding and allow for continued recovery efforts; and

**WHEREAS** emergency repairs, debris removal, sediment removal, and vegetation management within waters of the United States are subject to federal approvals from the U.S. Army Corps of Engineers pursuant to section 404 of the federal Clean Water Act (33 U.S.C. § 1344), and the State Water Resources Control Board (Water Board) has previously issued state water quality certifications corresponding to the Corps Regional General Permits 8, 5, or 63 for Repair and Protection Activities in Emergency Situations and the Nationwide Permit 3 for Maintenance Part (a) for repair, rehabilitation, or replacement of structure of fill (collectively Emergency or Repair Corps Orders), which provide a

pathway for emergency activities in many instances (hereinafter referred to as Water Board Emergency or Repair 401 Certification Orders); and

**WHEREAS** under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Order would prevent, hinder, or delay the mitigation of the effects of the 2022-2023 Winter Storm Events.

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

**IT IS HEREBY ORDERED THAT:**

1. All provisions contained in the above-referenced Proclamations of a State of Emergency and Executive Orders shall remain in full force and effect, except as modified or withdrawn in subsequent proclamations and orders.
2. To protect health, safety, and the environment, and to reduce the risks of local catastrophic flooding, with respect to activities that take place in the San Joaquin River and tributaries, the Tulare Lake Basin and tributaries, including, but not limited to, the Kings, Tule, Kaweah, and Kern Rivers, the Salinas River and tributaries, the Pajaro River and tributaries, and other coastal streams between the Pajaro River (Santa Cruz/Monterey/San Benito Counties), to and including the Ventura River (Santa Barbara/Ventura County), but excluding tributaries to such other coastal streams, the following are suspended, subject to the conditions in Paragraphs 3 and 4, as applicable:
  - a. Chapter 6 (commencing with section 1600) of Division 2 of the Fish and Game Code, and regulations adopted pursuant to that Chapter.
  - b. Certain statutes, rules, and requirements applicable to activities under the jurisdiction of the Water Board and the California Regional Water Quality Control Boards (Regional Water Boards) as follows:
    - i. For an activity in a water of the United States that receives an authorization by the U.S. Army Corps of Engineers pursuant to section 404 of the Clean Water Act, any enrollment criteria that may limit the permitting of the activity under a Water Board Emergency or Repair 401 Certification Order, including criteria limiting the scope to only the Emergency or Repair Corps Orders, conditioned on compliance with all other provisions set forth in the relevant Water Board Emergency or Repair 401 Certification Order.



- ii. For an activity not covered by paragraph 2.b.i, sections 13260 and 13263 of the Water Code, and regulations adopted pursuant to those sections.
  - c. Division 13 (commencing with section 21000) of the Public Resources Code, and regulations adopted pursuant to that division.
- 3. The suspensions in Paragraph 2 apply only to (i) the repair or replacement of existing levees, weirs, and other conveyance and flood-control infrastructure, (ii) debris removal, (iii) sediment removal, and (iv) vegetation management, provided that the activity meets all of the following conditions, as applicable:
  - a. The activity is necessary to respond to conditions caused by the 2022-2023 Winter Storm Events and is necessary to avoid future damage from high streamflow events in the upcoming rainy season.
  - b. Removal of sediment or vegetation or both serves to either reestablish a functional low flow channel or reestablish channel capacity, or clear sediment and debris from the river channel near structures such as bridges.
  - c. Removal of sediment or vegetation or both is carried out in a manner that (i) does not involve excavation resulting in the establishment of a new low flow channel that did not exist prior to the 2022-2023 Winter Storm Events, (ii) maintains the natural contour of the stream, (iii) maintains the downstream slope of the stream flow line, and (iv) does not impede fish passage or cause fish stranding.
  - d. Removal of sediment or vegetation or both is limited to portions of the channel that are dry.
  - e. No more than 30% of the total native vegetation within the stream channel and bank is removed from each river mile.
  - f. Levees are either set back from their previous location (increasing channel capacity) or are rebuilt as configured prior to the 2022-2023 Winter Storm Events.
  - g. The activity does not involve disposal or placement of flood-delivered sediments into waters of the state or at locations or in a manner where sediments may be washed into waters of the state by rainfall or runoff.
  - h. The activity minimizes impacts to beneficial uses of the water body.
  - i. The activity is completed by November 1, 2023.
- 4. The suspensions in Paragraph 2.b.ii apply only if the activity meets all of the following further conditions:

- a. The project proponent shall provide notice to the appropriate Regional Water Board as early as possible, and no less than forty- eight (48) hours prior to initiating the project, that includes the scope and location of the activity, a description of the infrastructure, debris, sediment, and vegetation conditions relevant to the activity, with representative photos, and, as applicable, a description of how the activity serves to establish a functional low flow channel or reestablish channel capacity.
- b. Following any accidental discharge of a reportable quantity of a hazardous material (as defined in Health and Safety Code section 25501), sewage, or an unknown material, the project proponent shall follow the notification and reporting procedures set forth in condition A.3.c of Water Quality Order No. 2019-0044-Exec Clean Water Act Section 401 Water Quality Certification and Order.
- c. The activity shall be undertaken so as to avoid causing a violation of any applicable water quality standards, including impairment of designated beneficial uses for receiving waters, as adopted in any applicable Regional Water Board or Water Board water quality control plan or state policy for water quality control, but in the event of a violation of water quality standards, the project proponent shall eliminate the source of any such discharge as soon as practicable. Water diversion activities must not result in the degradation of beneficial uses or exceedances of water quality objectives of any of the receiving waters. Any temporary dam or other constructed obstruction must only be built from materials that will cause little or no siltation (e.g., clean gravel). Normal flows must be restored to the affected water immediately upon completion of work at that location.
- d. If there is a violation of a water quality standard, the project proponent shall notify the applicable Regional Water Board of any event causing a violation of compliance with water quality standards. Notification may be via telephone, e-mail, delivered written notice, or other verifiable means. This notification must be followed within three (3) working days by submission of a written report that includes the cause of the violation; the location shown on a map; and the period of the noncompliance including exact dates and times. If the noncompliance has not been corrected, include: the anticipated time it is expected to continue; the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance; and any monitoring results.
- e. If surface water is present, the project proponent shall conduct continuous visual surface water monitoring to detect accidental discharge of construction-related pollutants (e.g., oil and grease, turbidity plume, or uncured concrete).



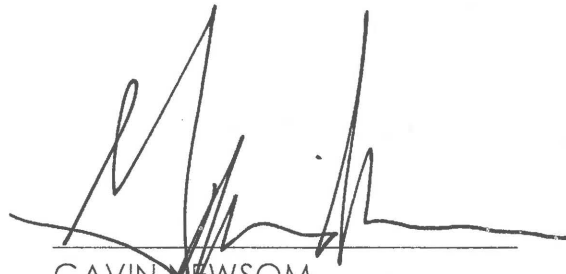
- f. The project proponent shall keep all repairs and construction to the minimum necessary to alleviate the emergency caused by the 2022- 2023 Winter Storm Events and limited to in-kind replacement or refurbishment of on-site features, although the project may undertake minor upgrading if bioremediation or other environmentally sensitive solutions are used.
  - g. The project proponent shall implement effective best management practices to control erosion and runoff from areas associated with the activity, including access roads. All areas of temporary impacts and all other areas of temporary disturbance that could result in a discharge or a threatened discharge to waters of the U.S. and/or state must be restored. Restoration must include grading of disturbed areas to pre-project contours and revegetation with native species.
  - h. Notification of completion, including representative photos showing completion, shall be submitted to the appropriate Regional Water Board within 30 days of completion of the activity.
- 5. To support adequate state staffing for all state agencies assigned response and/or recovery role related to the 2022-2023 Winter Storm Events in coastal streams including and between the Pajaro River (Santa Cruz/Monterey/San Benito Counties) and the Ventura River (Santa Barbara/Ventura County), consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. All other restrictions must be adhered to for retired annuitants. The Director of the California Department of Human Resources must be notified of any individual employed in state government pursuant to these suspensions. The suspension of statutes identified in this Paragraph shall also apply to local governments, as applicable, to ensure adequate staffing to appropriately respond to the damage from the 2022-2023 Winter Storm Events in coastal streams including and between the Pajaro River (Santa Cruz/Monterey/San Benito Counties) and the Ventura River (Santa Barbara/Ventura County). Local governmental agencies shall notify the California Public Employees' Retirement System of any individual employed by an agency pursuant to this Paragraph.
- 6. The limitation for the period of employment for State Personnel Board emergency appointments, as provided in Government Code section 19888.1, is suspended for positions required for emergency response and/or recovery operations related to the 2022-2023 Winter Storm Events in coastal streams including and between the Pajaro River (Santa Cruz/Monterey/San Benito Counties) and the Ventura River (Santa Barbara/Ventura County). The requirements

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

**I FURTHER DIRECT** that as soon as hereafter possible, this Order be filed with the Office of the Secretary of State and that widespread publicity and notice be given to this Order.

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

**IN WITNESS WHEREOF** I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 4th day of August 2023.

A handwritten signature in black ink, appearing to read 'Gavin Newsom', is written over a horizontal line.

GAVIN NEWSOM  
Governor of California

**ATTEST:**

---

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





# FEMA

Congressional Affairs Division  
202-646-4500

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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".

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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**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.

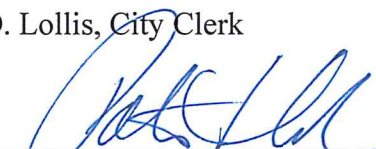
**PASSED, APPROVED AND ADOPTED** this 4<sup>th</sup> day of April, 2023.



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: \_\_\_\_\_

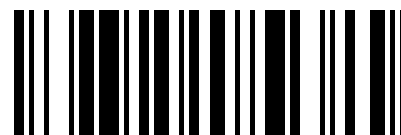
Fernando Gabriel-Moraga, Deputy City Clerk

# 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

DATE:

INVOICE # 04-12-2023

FOR:

**BILL TO:** Portable Restrooms

Donnie Moore

dmoore@ci.porterville.ca.us

(559) 782-7539

1452 N. Vasco Road #101

Livermore, Ca 94551

Phone: 877.922.9980

Fax:(925) 337-8878

Cage Code 5HJ93

| DESCRIPTION                             | T | AMOUNT     |
|-----------------------------------------|---|------------|
| 1 Single ADA Shower/Restroom Combo      | t | \$4,250.00 |
| 1 Three Stall Shower/Restroom Combo     | t | \$4,850.00 |
|                                         |   |            |
|                                         |   |            |
|                                         |   |            |
| Delivery                                | t | \$100.00   |
| Installation and Removal                |   | \$2,500.00 |
|                                         |   |            |
|                                         |   |            |
|                                         |   |            |
|                                         |   |            |
|                                         |   |            |
|                                         |   |            |
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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@royalrestroomscs.com](mailto:california@royalrestroomscs.com)

**THANK YOU FOR YOUR BUSINESS!**

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



# INVOICE

24/7 Emergency 800-742-7246  
www.rainforrent.com

**Rain For Rent**  
**Bakersfield**  
4001 State Rd  
Bakersfield CA 93308  
United States  
661-399-1724

| Your sales person | REMIT PAYMENTS TO:                                                             |
|-------------------|--------------------------------------------------------------------------------|
| JESSE PINTOR      | Rain for Rent<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  |

**TOTAL:** \$77,396.67

FOR PROPER CREDIT, PLEASE INCLUDE INVOICE NUMBER ON YOUR PAYMENT.  
PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE OF 1.50%  
CUSTOMER, (RENTEE OR BUYER as context requires), shall be deemed to accept  
all terms, conditions and provisions hereof upon execution of this agreement;  
ordering; or delivery of equipment to customer, whichever comes first.

**PAYMENT TERMS: NET 30**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Mike Clark Trucking  
19385 Avenue 144  
Porterville, CA 93257 US  
+1 5597845486  
mct3desk1@yahoo.com



## INVOICE

**BILL TO**

City of Porterville  
Street Superintendent, Field  
Service Div.  
555 N. Prospect  
Porterville, Ca 93257

**INVOICE #** 2637**DATE** 03/23/2023**DUE DATE** 04/25/2023**TERMS** Net 30

| DATE       | FREIGHT | ACTIVITY            | FREIGHT BILL    | RATE   | AMOUNT   |
|------------|---------|---------------------|-----------------|--------|----------|
| 03/23/2023 | 8.80    | <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   |

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 Minter 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](mailto:info@goodguardsecurity.com)

[www.GoodGuardSecurity.com](http://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)

**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 |
| Wednesday, January 31, 2024 | 36 | 1 | 5 |
| Thursday, February 1, 2024  | 36 | 1 | 5 |
| Friday, February 2, 2024    | 36 | 1 | 5 |
| Saturday, February 3, 2024  | 27 | 1 | 5 |
| Sunday, February 4, 2024    | 33 | 1 | 5 |
| Monday, February 5, 2024    | 29 | 1 | 5 |
| Tuesday, February 6, 2024   | 33 | 1 | 5 |
| Wednesday, February 7, 2024 | 37 | 1 | 5 |
| Thursday, February 8, 2024  | 34 | 1 | 5 |
| Friday, February 9, 2024    | 37 | 0 | 5 |
| Saturday, February 10, 2024 | 38 | 0 | 5 |
| Sunday, February 11, 2024   | 39 | 0 | 5 |
| Monday, February 12, 2024   | 35 | 0 | 5 |
| Tuesday, February 13, 2024  | 38 | 0 | 5 |

## CHAPTER 9

### CIVIL DEFENSE AND DISASTER

#### SECTION:

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#### **9-2: Definitions**

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#### **9-16: Penalty For Violation Of Chapter**

#### **9-1: PURPOSE OF CHAPTER:**

The purposes of this chapter are to provide for the preparation and carrying out of plans for disaster and emergency services, the protection of persons and property within the city of Porterville in the event of a disaster, and to provide for the coordination of the disaster and emergency functions of the city with all other affected persons and agencies, both public and private. Any expenditures made in connection with such disaster or emergency services, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property in the city. (Ord. 987 § A, 10-6-1970)

#### **9-2: DEFINITIONS:**

Except where the context otherwise requires, the following definitions shall govern the construction of this chapter:

**DISASTER:** Actual or threatened enemy attack, sabotage, extraordinary fire, flood, storm, epidemic, riot, earthquake or other public calamity. It shall not include, nor does any provision of this chapter apply to, any condition relating to a labor controversy.

**EMERGENCY SERVICES:** The preparation for carrying out disaster functions, other than functions for which military forces are primarily responsible, and to prevent, minimize and repair injury and damage resulting from disasters. It shall not include, nor does any provision of this chapter apply to, any condition relating to a labor controversy.

**EMERGENCY SERVICES OFFICE:** The physical facilities constituting the Tulare operational area's primary emergency operating center, and the necessary staff and personnel to operate such facilities on a day to day or disaster emergency basis.

**TULARE OPERATIONAL AREA:** The unincorporated area of the county, and the cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia and Woodlake. (Ord. 987 § A, 10-6-1970)

### **9-3: EMERGENCY COUNCIL:**

The emergency council of the Tulare operational area is hereby created and shall consist of the following members:

A. The chairman of the board of supervisors of the county. Said board of supervisors shall appoint an additional member of said board to serve as an alternate member of the emergency council when the chairman is absent from the county or is not immediately available to perform his duties.

B. The mayors of the cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia and Woodlake, or alternates appointed by the respective city councils.

C. Two (2) persons residing in the unincorporated area of the county who shall be appointed by the other members of the emergency council.

D. The emergency services coordinator of the county, who shall be an ex officio member and who shall not be entitled to a vote at the meetings of the emergency council. (Ord. 987 § A, 10-6-1970)

### **9-4: OFFICERS OF EMERGENCY COUNCIL:**

The officers of the emergency council shall be a chairman, and such other officers as the council may deem necessary. The chairman of the board of supervisors shall serve as chairman of the council. When he is absent from the county or is not immediately available to perform his duties, the other member of the board of supervisors who is a member of the council shall serve as chairman. (Ord. 987 § A, 10-6-1970)

### **9-5: EMERGENCY COUNCIL MEETINGS:**

The emergency council may hold regular meetings at a time and place established by the council. Special meetings of the council shall be called in accordance with section 54950 et seq., of the Government Code of the state of California. Special meetings may be called by the chairman or the alternate chairman designated pursuant to section 9-4 of this chapter. The council shall meet at least four (4) times each year. The council shall have the power to adopt rules and regulations governing the conduct of its meetings. (Ord. 987 § A, 10-6-1970)

### **9-6: DUTIES OF EMERGENCY COUNCIL:**

It shall be the duty of the emergency council to review and recommend for adoption by the board of supervisors and the respective city councils, disaster and mutual aid plans and agreements, and such ordinances, resolutions, rules, regulations and budgets as are necessary to implement such plans and agreements. (Ord. 987 § A, 10-6-1970)

### **9-7: POWERS OF CHAIRMAN OF EMERGENCY COUNCIL:**

The chairman of the emergency council is hereby empowered to perform the following acts:

A. Serve as the emergency services director of the Tulare operational area.

B. Request the city council of the city of Porterville to proclaim the existence or threatened existence of a local emergency and the termination thereof, if the city council is in session, or to issue such a proclamation if the city council is not in session, subject to confirmation by the city council at the earliest practicable time.

C. Request the mayor to request the governor to proclaim a state of disaster when in the opinion of the chairman the resources of the area are inadequate to cope with the disaster on a local basis. (Ord. 987 § A, 10-6-1970)

### **9-8: EXERCISES OR DRILLS:**

The chairman of the emergency council shall order an exercise or drill of the entire emergency services organization at least once each year, and a minimum of two (2) exercises or drills for selected portions of the emergency operating center staff each year. Participation in required state or federal exercises, special drills for communications, radiological, fire, law enforcement or other specific services shall be in addition to the exercises or drills required hereinabove. (Ord. 987 § A, 10-6-1970)

### **9-9: ACTS AUTHORIZED UNDER CERTAIN CONDITIONS:**

In the event of the proclamation of a local emergency as herein provided, or the proclamation of a state of disaster by the governor or the director of the California disaster office, or in the event of a war caused state of

extreme emergency, the chairman, as the emergency services director of the Tulare operational area, is hereby empowered to perform the following acts:

A. Make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such disaster; provided, however, that such rules and regulations must be confirmed at the earliest practicable time by the emergency council.

B. Subject to the approval of the city council, to obtain vital supplies, equipment and such other properties found lacking and needed for the protection of life and property of the people, and to bind the city for the fair value thereof and, if required, to commandeer the same immediately for public use.

C. Require emergency services of any city officer or employee, and in the event of the proclamation of a state of disaster or extreme emergency by the governor in the region in which the city is located, to commandeer the aid of as many citizens as he thinks necessary in the execution of his duties. Such persons shall be entitled to all privileges, benefits and immunities which are provided by state law for registered civil defense and disaster volunteer workers.

D. Requisition any necessary equipment or materials from any city department or agency.

E. Execute all of the special powers conferred upon him by this chapter or by resolution adopted pursuant thereto, all powers conferred upon him by any statute, by any agreement approved by city council, or by any other lawful authority. (Ord. 987 § A, 10-6-1970)

#### **9-10: EMERGENCY SERVICES COORDINATOR:**

There is hereby created the position of emergency services coordinator of the Tulare operational area who may be referred to as the coordinator. He shall serve as the executive officer of the Tulare operational area and his staff shall serve as the staff of the emergency services office. The board of supervisors of the county of Tulare shall consider the recommendations of the emergency council in the appointment or dismissal of the coordinator. (Ord. 987 § A, 10-6-1970)

#### **9-11: POWERS AND DUTIES OF COORDINATOR:**

The coordinator shall have the following general powers and duties:

A. Represent the emergency council and its chairman as their executive officer for the purpose of coordinating all efforts within the Tulare operational area for the accomplishment of the purposes of this chapter.

B. Identify and define questions of authority and responsibility that may arise between persons and agencies referred to in section 9-13 of this chapter and submit recommendations for resolving such matters to the chairman.

C. Represent the Tulare operational area in all dealings with public or private agencies pertaining to disaster or civil defense, when authorized by the chairman.

D. Prepare an operational plan with necessary service annexes and standing operating procedures to provide administrative guides for the Tulare operational area.

E. Plan and conduct exercises and drills, as ordered by the chairman, for the emergency services organization or for the emergency operating center staff. (Ord. 987 § A, 10-6-1970)

#### **9-12: EMERGENCY POWERS OF COORDINATOR:**

In the event of the proclamation of a local emergency as herein provided, or the proclamation of a state of disaster by the governor, or in the event of a war caused state of extreme emergency, the coordinator is hereby empowered to perform the following acts:

A. Activate the emergency operating center including calling in, as necessary, service chiefs, standby staff and service dispatchers.

B. Cause the dissemination of appropriate warning signals and issue suitable advisory information to the emergency council, the emergency services organization and the public.

C. Advise the California disaster office of the local situation.

D. Request mutual aid through the California disaster office if local deficiencies of personnel and/or equipment are indicated by the service chiefs.

E. Order the provision of security for the emergency operating center and communications staff. (Ord. 987 § A, 10-6-1970)

### **9-13: EMERGENCY SERVICES ORGANIZATION:**

All officers and employees of the county and the cities included in the Tulare operational area, together with those volunteer forces enrolled to aid them during a disaster and all groups, organizations and persons, including persons commandeered under the provision of subsection 9-9C of this chapter who by operation of law or agreement may be charged with duties incident to the protection of life and property in the city during such disaster, shall constitute the emergency service organization of the Tulare operational area. (Ord. 987 § A, 10-6-1970)

### **9-14: FUNCTIONS AND DUTIES OF EMERGENCY SERVICE ORGANIZATION:**

The functions and duties of the emergency services organization shall be distributed among such divisions, services and special staff as the emergency council shall prescribe by resolution, subject to the approval of the board of supervisors of the county and the respective city councils. Insofar as possible, the form of organization, titles and terminology shall conform to the recommendations of the federal government and the California disaster office. (Ord. 987 § A, 10-6-1970)

### **9-15: ACTS UNLAWFUL DURING DISASTERS:**

It shall be unlawful for any person to perform any of the following acts during a disaster:

A. Wilfully obstruct, hinder or delay any member of the emergency services organization in the enforcement of any lawful rule or regulation issued pursuant to this chapter or in the performance of any duty imposed upon him by virtue of this chapter.

B. To do any act forbidden by any lawful rules or regulations issued pursuant to this chapter, if such act is of such a nature as to give, or be likely to give, assistance to the enemy, or to imperil the lives or property of inhabitants of the city, or to prevent or delay the defense or protection thereof.

C. To wear, carry or display, without authority, any means of identification specified by the civil defense and disaster agency of the federal government or the state of California. (Ord. 987 § A, 10-6-1970)

### **9-16: PENALTY FOR VIOLATION OF CHAPTER:**

Any person violating any of the provisions of this chapter which are declared to be unlawful shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than five hundred dollars (\$500.00) or by imprisonment in the Tulare County jail for not more than six (6) months, or by both such fine and imprisonment. (Ord. 987 § A, 10-6-1970)



**State of California**

**GOVERNMENT CODE**

**Section 8558**

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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.)