



**ADJOURNED CITY COUNCIL MEETING AGENDA  
CITY HALL, 291 N. MAIN STREET  
PORTERVILLE, CALIFORNIA  
MARCH 26, 2019, 5:30 PM**

Call to Order

Roll Call

**ORAL COMMUNICATIONS**

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

**CITY COUNCIL CLOSED SESSION:**

A. Closed Session Pursuant to:

1 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 53 N. Main Street. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Smith's Enterprises. Under Negotiation: Terms and Price.

2 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APNs 302-080-011, 302-110-059, 302-100-015, 302-130-028, 302-130-008, 302-130-007, 302-130-019, and 302-130-021. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Perigo Roadsiding. Under Negotiation: Terms and Price.

3 - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis, Patrice Hildreth, and Che Johnson. Employee Organizations: Porterville City Employees Association, Public Safety Support Unit, Porterville City Firefighters Association, and Fire Officer Series.

4 - Government Code Section 54956.95 – Liability Claim: Claimant: Keo Malavone. Agency claimed against: City of Porterville.

5 - Government Code Section 54956.95 – Liability Claim: Claimant: Raymond Camarena. Agency claimed against: City of Porterville.

6 - Government Code Section 54956.95 – Liability Claim: Claimant: Enrique M. Lopez. Agency claimed against: City of Porterville.

7 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Duran v. Lollis et al., U.S. District Court, Eastern Dist., Case No. 1:18-cv-01580-DAD-SAB.

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

Pledge of Allegiance Led by Vice Mayor Brian Ward  
Invocation

**PRESENTATIONS**

Employee of the Month - Clayton Dignam  
Employee Service Awards

**AB 1234 REPORTS**

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

1. Eastern Tule Groundwater Sustainability Agency - March 7, 2019
2. Tulare County Task Force on Homelessness - March 13, 2019
3. Tulare County Association of Governments (TCAG) - March 18, 2019

**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 - March 7, 2019
  2. Library & Literacy Commission - March 12, 2019
  3. Arts Commission
  4. Animal Control Commission
  5. Youth Commission - March 11, 2019
  6. Transactions and Use Tax Oversight Committee (TUTOC)
- II. Staff Informational Reports
  1. Shopping Cart Ordinance Update
  2. Water Conservation Phase IV Status Update

**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.

**CONSENT CALENDAR**

All Consent Calendar Items are considered routine and will be enacted in one motion. There

will be no separate discussion of these matters unless a request is made, in which event the item will be removed from the Consent Calendar. All items removed from the Consent Calendar for further discussion will be heard at the end of Scheduled Matters.

- 1. Authorization to Outfit Police K-9 Vehicle**  
Re: Considering approval to negotiate the outfitting of a police K-9 vehicle by Cooks Communications for \$9,551.74.
- 2. Authorization to Purchase Asphalt Roller Paving Equipment**  
Re: Considering approval of the purchase of asphalt roller paving equipment from Quinn Company in an amount not to exceed \$166,628.
- 3. Donation of Non-Serviceable Hose and Air Packs to the Porterville College Fire Academy**  
Re: Considering approval of the donation of non-serviceable equipment to Porterville College Fire Academy.
- 4. Amendment to Carollo Engineer's Service Agreement for Digester 3 Repair**  
Re: Considering approval of Addendum No. 2 to Carollo Engineer Service Agreement at an agreed upon fee of \$31,529 for design of gas piping among the digesters at the Wastewater Treatment Facility.
- 5. City Easement Conveyance to Southern California Edison (SCE) Company**  
Re: Considering approval of an easement conveyance to SCE for the purpose of installing an underground primary power feed for the Transit Fleet Electrification Project.
- 6. Adoption of Park Fees Resolution**  
Re: Considering approval of a Resolution adopting new fees for rentable park spaces.
- 7. Acceptance of FY 2018 State Homeland Security Grant Program Funds**  
Re: Considering authorization to accept FY 2018 State Homeland Security Grant Program funding from the California Office of Emergency Services in the amount of \$7,600.
- 8. Authorization of Street Closure for Music on Main**  
Re: Considering approval of the temporary street closure of Cleveland Avenue between Main Street and the alley just east of Centennial Park from 4:00 PM to 9:00 PM on April 5, May 3, June 7, September 6 and October 4, 2019 for Music on Main.
- 9. Approval for Community Civic Event - Monache High School FFA Department - Monache FFA Farmer's Day and 5K - March 30, 2019**  
Re: Considering approval of an event to take place at Monache High School on Saturday, March 30, 2019, from 7:00 a.m. to 3:00 p.m.

10. **Approval for Community Civic Event - Porterville Chamber of Commerce - Document Shredding Event - March 28, 2019**  
Re: Considering approval of an event to take place at the City of Porterville Oak Street parking lot on Thursday, March 28, 2019, from 9:00 a.m. to 1:00 p.m.
11. **Approval for Community Civic Event - American Cancer Society - Porterville Relay for Life Kick Off - April 6, 2019**  
Re: Considering approval of an event to take place on April 6, 2019, at Centennial Park from 10 a.m. to 2:00 p.m.
12. **Request for Proclamation - Child Abuse Prevention Month - April 2019**  
Re: Consideration of a request to proclaim April 2019 as "Child Abuse Prevention Month" in Porterville.
13. **Request for Proclamation - Volunteer Appreciation Week - April 7-13, 2019**  
Re: Considering approval of a request to proclaim April 7-13, 2019, as "Volunteer Appreciation Week" in the City of Porterville.
14. **Request for Proclamation - Porterville Celebrates Reading Day - April 13, 2019**  
Re: Consideration of a request to proclaim April 13, 2019, as "Porterville Celebrates Reading Day."
15. **Request for Proclamation - Denim Day - April 24, 2019**  
Re: Consideration of a request to proclaim April 24, 2019, as "Denim Day."
16. **Request for Proclamation - Vaisakhi Day - April 14, 2019**  
Re: Consideration of a request to proclaim April 14, 2019, as "Vaisakhi Day" in Porterville.
17. **Travel to Washington D.C. for Tulare County Association of Governments (TCAG) "One Voice Trip" - June 11-14, 2019**  
Re: Considering authorization to expend City monies in support of travel to Washington D.C. by Mayor Flores and the City Manager.
18. **Status and Review of Declaration of Local Emergency**  
Re: Considering approval of the continuance of the Declaration of Local Emergency.

## **SECOND READINGS**

19. **Second Reading - Ordinance 1851- Sidewalk Vending**  
Re: Second Reading of Ordinance No. 1851, adding Porterville Municipal Code Chapter

8A, Sections 8A-1 through 8A-6, entitled "Sidewalk Vending," which was given first reading on March 5, 2019, and has been printed.

### **SCHEDULED MATTERS**

**20. Consideration of Appointment to Animal Control Commission**

Re: Considering the appointment of an individual to the Animal Control Commission.

### **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 April 2, 2019.

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 – MARCH 26, 2019

**SUBJECT:** 1. Shopping Cart Ordinance Update

**SOURCE:** Fire

**COMMENT:** During the Second Reading of the shopping cart Ordinance on August 7, 2018, the City Council expressed a desire to have a progress report made regarding implementation after four (4) months. Staff has prepared a presentation that outlines the implementation of the Ordinance and the number of shopping carts that have been collected by the Fire Department's Code Enforcement Division. This presentation provides a clear picture of the effectiveness of this new regulation. On September 10, 2018, a Code Enforcement representative attended a meeting of the Porterville Project Homeless Connect and answered concerns raised regarding the enforcement of this Ordinance. During the initial phase of the enforcement of this new Ordinance, Code Enforcement Officers (CEOs) focused on carts in the streets or on the sidewalks. CEOs spoke with individuals that were in possession of carts and advised them of the Ordinance and requested their voluntary surrender of the carts.

In October, with the second phase of implementation of the new Ordinance, CEOs began removing abandoned carts from private property and along the Tule River. Code Enforcement representatives continue to make contact with individuals in possession of shopping carts; in all cases to date, the individual is advised of the violation and either voluntarily surrenders the cart or maintains possession of it. Two (2) Code Enforcement vehicles were modified with the addition of a Tommy Lift automatic tailgate to assist in the collection of shopping carts. Abandoned carts found containing personal items are stored for thirteen (13) weeks, or just over ninety (90) days in accordance with State law. Carts filled with solid waste have the contents properly disposed of. From the implementation of the Ordinance through December 31, 2018, Code Enforcement collected 482 abandoned or misappropriated, yet functional, carts. In addition to the functional carts collected, Code Enforcement removed and recycled 1900 pounds of damaged or unusable carts.

Local businesses that provide shopping carts in support of their operations have been responsive to the Ordinance, all of them having claimed their carts from the Fire Department in a timely manner after their collection, and none of them thus far exceeding the thresholds established for review of additional containment measures. It is Code Enforcements opinion that the amount of abandoned shopping carts in the community is gradually diminishing.

**RECOMMENDATION:** For Information Only

**ATTACHMENTS:** 1. Shopping Cart Presentation

**Appropriated/Funded:**

**Review By:**  
Department Director:

Final Approver: John Lollis, City Manager

# Porterville Code Enforcement

Shopping Cart Ordinance Update

















## CITY COUNCIL AGENDA – MARCH 26, 2019

SUBJECT: 2. Water Conservation Phase IV Status Update

SOURCE: Public Works

COMMENT: The City of Porterville has continued to implement an active water conservation approach, both conserving and providing flexibility to the community. The City has transitioned from Phase III back to Phase IV of the City's Water Conservation Plan as of December 1, 2018. The Water Conservation Plan applies to all municipal water users within or outside city limits. As part of the Phase IV plan, the City has restricted outdoor watering to a one day per week watering schedule based on address. If an address ends with an "odd" number, the watering day is Saturday; if an address ends with an "even" number, the watering day is Sunday. Watering is prohibited between the hours of 5 a.m. to 10 a.m. and 5 p.m. to 10 p.m., with no watering allowed Monday, Tuesday, Wednesday, Thursday, or Friday. Watering outdoor landscaping is prohibited during, and within 48 hours after, measurable rainfall which is now defined as greater than 0.01 of an inch.

Violations of prohibited activities are considered infractions and are punishable by fines of up to \$500 for each day in which 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 of Porterville will be responding to enforcement by issuing a Notice of Violation for all witnessed occurrences and staff will be processing all reported issues. Enforcement statistics for the month of February 2019 shows that there was 2 Notice of Violations and 0 Administrative Citations issued for water wasting.

Water production for February 2019 shows a 1% increase from the 5-year average. The production for the month of February 2019 was 175 million gallons, which when compared to the production for the month of February 2013 of 197 million gallons, equates to an 11% decrease. Residential consumption for February 2019 was 72.3 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 be evaluating 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 of production for the City of Porterville's conservation efforts will reflect June 2015 through February 2019. Porterville's cumulative total production conservation through February 2019 is 22.8%. The cumulative total of GPCD

for the City of Porterville's conservation efforts will reflect June 2015 through February 2019. Porterville's cumulative total GPCD conservation through January 2019 is 26.1%.

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

As approved by City Council during the Public Hearing on April 17th, 2018, the City has transitioned back to Phase IV, effective December 1st, 2018. This transition will restrict outdoor watering to one day per week. If an address ends with an "odd" number, the watering day will be Saturday; if an address ends with an "even" number, the watering day will be Sunday. Watering is prohibited between the hours of 5 a.m. to 10 a.m. and 5 p.m. to 10 p.m., with no watering allowed Monday, Tuesday, Wednesday, Thursday, or Friday. Watering outdoor landscaping is prohibited during, and within 48 hours after, measurable rainfall which is now defined as greater than 0.01 of an inch.

The State Water Board continues to require monthly reporting to track what agencies are doing and how they perform throughout the year. Proposed permanent regulations, will require agency reporting to continue monitoring the performance of urban water conservation, with preparedness to return back to a conservation standard if necessary.

RECOMMENDATION: Informational Item Only

ATTACHMENTS: 

1. Monthly Production Status February 2019
2. Monthly Production Status GPCD February 2019
3. Drought Response Phase IV Flyer

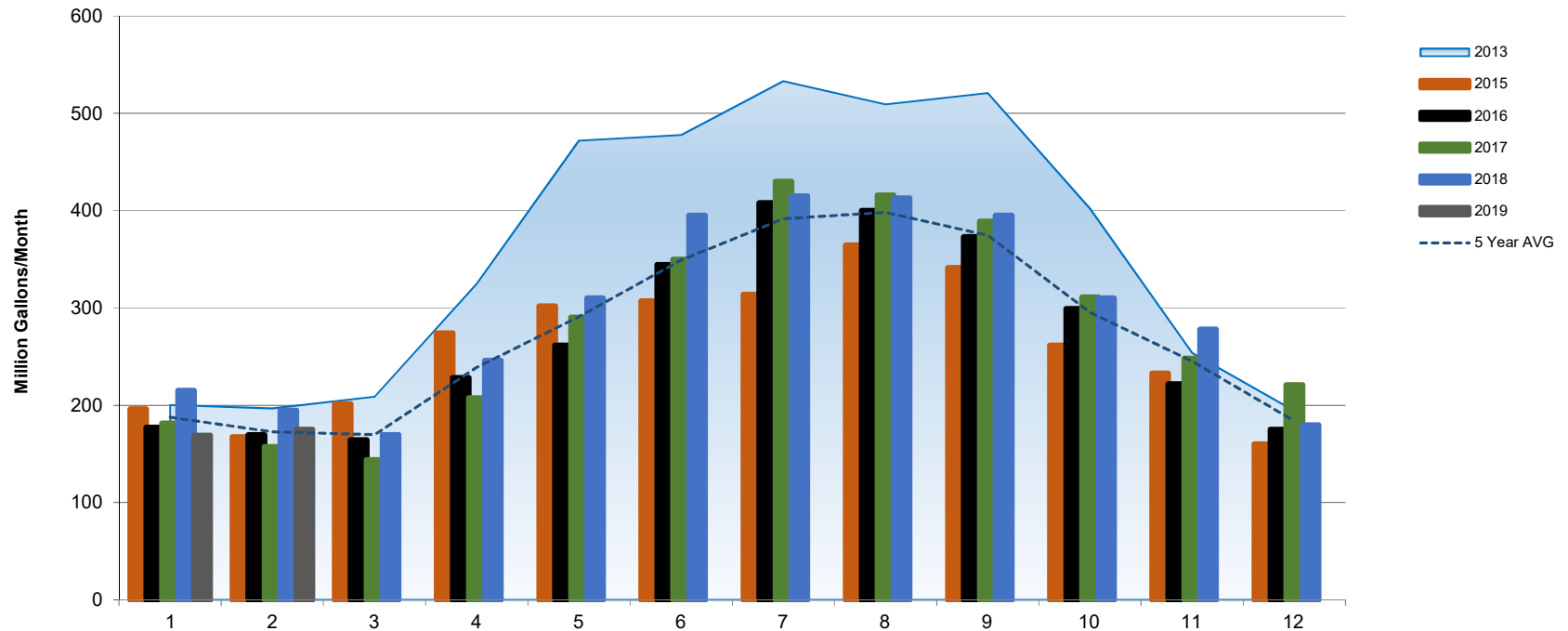
Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

**Monthly Production Status & Cumulative Total June 2015 Through February 2019 Production Comparison to 2013 & 5 Year Average**

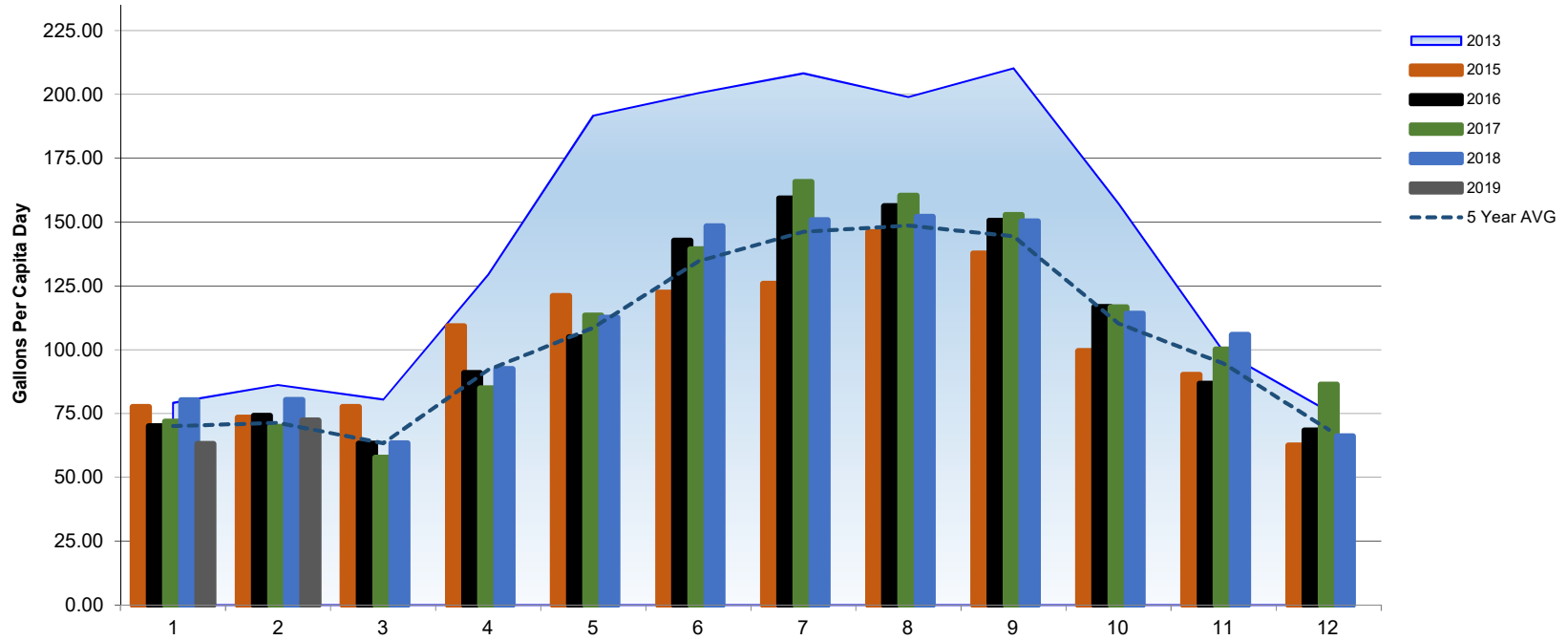


**Production Cumulative Total 22.8%**

2015	-2%	-15%	-4%	-16%	-36%	-36%	-41%	-28%	-35%	-35%	-8%	-18%
2016	-12%	-14%	-21%	-30%	-45%	-28%	-24%	-21%	-28%	-26%	-13%	-10%
2017	-9%	-20%	-31%	-36%	-38%	-27%	-19%	-18%	-25%	-23%	-2%	14%
2018	7%	-1%	-19%	-24%	-34%	-17%	-22%	-19%	-24%	-23%	10%	-7%
2019	-16%	-11%										

*Percent Comparison to 2013 Production*

**Monthly Production Status & Cumulative Total June 2015 Through February 2019 Gallon Per Capita Day Comparison to 2013 & 5 Year Average**



**GPCD**

**Cumulative Total 26.1%**

2015	-2%	-15%	-4%	-16%	-37%	-39%	-40%	-27%	-35%	-37%	-9%	-18%
2016	-12%	-14%	-21%	-30%	-45%	-29%	-24%	-21%	-28%	-26%	-13%	-10%
2017	-9%	-19%	-28%	-34%	-41%	-30%	-20%	-19%	-27%	-26%	1%	14%
2018	1%	-7%	-21%	-29%	-41%	-26%	-28%	-24%	-29%	-27%	7%	-13%
2019	-20%	-16%										

*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 AND 5:00 – 10:00 PM**

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**NO WATERING MONDAY THROUGH FRIDAY.**



## CITY COUNCIL AGENDA – MARCH 26, 2019

SUBJECT: Authorization to Outfit Police K-9 Vehicle

SOURCE: Police

COMMENT: On October 16, 2018, the Porterville City Council approved the purchase of a 2019 Dodge Charger to replace one which had been involved in a traffic collision. Police Department staff ordered the new vehicle and on February 5, 2019, the vehicle was delivered to the Department.

While awaiting arrival of the new vehicle, Police and Public Works-Field Services staff salvaged equipment from the wrecked police vehicle. Equipment that could be salvaged was transferred to other patrol vehicles.

On December 18, 2018, the Porterville City Council approved the purchase of a new police service dog. Subsequent to this approval, Department staff decided to outfit the new Dodge Charger as the new K-9 vehicle. This decision was based on the fact that the vacant K-9 vehicle is a 2010 Ford Crown Victoria and the other K-9 vehicles are Dodge Chargers. In order to maintain uniformity and handler familiarity with all the K-9 patrol vehicles, most notably the K-9 alert and safety systems, staff believes it is more prudent to outfit the Dodge Charger as a K-9 vehicle.

Other considerations included the fact that the 2010 Crown Victoria will be replaced in 2020. If the Department were to keep this vehicle as a K-9 vehicle, the K-9 alert and safety system would require an upgrade, but the upgraded system would not be transferable to a new Dodge Charger in 2020, effectively causing the Department to purchase two systems only a year apart. Additionally, the 2010 Crown Victoria can be outfitted as a patrol vehicle for minimal costs using outgoing vehicle equipment which will allow for the vehicle to be utilized until its scheduled replacement date in 2020.

Department staff obtained a quote from Cook's Communications to outfit the new K-9 vehicle. Cook's Communication is the Department vendor responsible for outfitting our K-9 vehicles. Cook's Communications holds a negotiated contract with Fresno County for outfitting K-9 police vehicles. Department staff has been authorized by Cook's Communications to "piggyback" off the negotiated contract, contract #16-426.

The quote obtained is for the purchase and installation of the K-9 vehicle cage insert, K-9 coolant systems and the K-9 alert and safety system. The quote provided by Cook's Communications totaled \$9,551.74. Current funding is

available through public donations provided to the Department's K-9 program in the amount of \$3,698.12 and through the Department's General Fund budget in the remaining amount of \$5,853.62.

RECOMMENDATION: That the City Council:  
1. Authorize the Police Department to negotiate with Cooks Communications to outfit a police K-9 vehicle for the amount of \$9,551.74; and  
2. Authorize payment upon satisfactory completion of outfitting.

ATTACHMENTS: 1. Cook's Communications Quote

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager



# Estimate

160 North Broadway  
Fresno, CA 93701-1592

Customer No.: PORTERVILLE  
Quote No.: 8255

Phone: (559) 233-8818 (559) 268-8506

Quote To: **City of Porterville**  
291 N Main St  
Porterville, CA 93257-0000

Ship To: **City of Porterville**  
291 N Main St  
Porterville, CA 93257

Phone: (559) 782-7566  
Fax: (559) 782-4050

Date	Ship Via	F.O.B.	Terms			
01/07/19	Up-Fit Shop	Origin	Net Next EOM			
Purchase Order Number		Sales Person		Required		
		Derek Marchini		01/07/19		
Quantity			Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.				
1			EZ1DC	Ray Allen K9 Insert fits Dodge Charger	2148.00	2148.00
1			MD10-F	Ray Allen MD10 Fan F-Series Only	58.00	58.00
1			COOL K-9	Ray Allen A/C System	68.00	68.00
1			F3	K9 Deployment and Heat Alert System w/Pager	1110.00	1110.00
1			BK0532CGR15	Setina PB400 Push Bumper for '15 Dodge Charger	295.00	295.00
1			DS-DELL-604-2	Havis Docking Staion for Dell Latitude 12 Rugged Tablet. Duall Pass. Int. P/S	689.00	689.00
1			C-DMM-3005	Havis Dash Mount fits Dodge Charger	348.00	348.00
1			C-KBM-202	Havis Rugged Keyboard Mount & Adapter Combo.	119.00	119.00
1			MBDC11RB	Whelen Mirror-Beam ION Super LED Series (one Red - one Blue)	285.00	285.00
1			MPS300U-R	Fed Sig Micro Pulse Ultra LED- Red	65.00	65.00
2			416410-W	Federal Signal Corner LED White w/Inline Flasher, Gasket & Surface Mount.	88.00	176.00
1			FHL-TAIL	Rear Flasher- Alternating	48.00	48.00
1			7615B	Blue Seas Solenoid/Timer. 120amp 12vdc	95.00	95.00
1			ROOF-FT-NITI	Stico Flexi-Whip Antenna 136mhz-1ghz. Includes coax.	75.00	75.00

Thank You



# Estimate

160 North Broadway  
Fresno, CA 93701-1592

Customer No.: PORTERVILLE  
Quote No.: 8255

Phone: (559) 233-8818 (559) 268-8506

Quote To: **City of Porterville**  
291 N Main St  
Porterville, CA 93257-0000

Ship To: **City of Porterville**  
291 N Main St  
Porterville, CA 93257

Phone: (559) 782-7566  
Fax: (559) 782-4050

Date	Ship Via	F.O.B.	Terms
01/07/19	Up-Fit Shop	Origin	Net Next EOM
Purchase Order Number	Sales Person		Required
	Derek Marchini		01/07/19
Quantity		Item Number	Description
Required	Shipped	B.O.	Unit Price
			Amount

1		RFU6001	Mini UHF Connector RG58	3.00	3.00
1		TINT	Custom Window Tinting 5% back half 2016 Dodge Charger	215.00	215.00
1		S3511K	Stop Stick Rack Kit	648.00	648.00
1		MATERIALSFEE	Installation Material Bundle	115.00	115.00
1		LAISREG	Shop Installation 2016 Dodge Charger K9 Build	2500.00	2500.00

\*Some equipment provided  
by customer\*

Quote subtotal	9060.00
Sales tax @ 7.75000%	491.74
Quote total	9551.74

We appreciate your continued patronage

Thank You



CITY COUNCIL AGENDA – MARCH 26, 2019

SUBJECT: Authorization to Purchase Asphalt Roller Paving Equipment

SOURCE: Public Works

COMMENT: As part of the Fiscal Year 2018/19 Budget approved by the City Council, staff prioritized the purchase of an asphalt roller as additional equipment for the Streets Division inventory. The purchase of this piece of equipment is the next phase in implementing a small scale hot mix asphalt component to the current Street Milling and Maintenance Program for the City of Porterville. The possession of this equipment will provide Streets Maintenance staff the ability to achieve better compaction results in all aspects of the new and existing program. As stated to Council in the past, the request is beneficial in developing a more robust asphalt maintenance program, while continuing to further expand the capacity of the Street Division.

Bids were requested from two (2) distributors meeting design specification identified for project specific asphalt maintenance applications pertaining to an Asphalt Roller. The following two (2) bids were received from these local equipment distributors:

Asphalt Roller:	Cost:
Quinn Company	\$ 151,480
Pape Machinery	\$ 147,761

After review of the acquired bids for the purchase of Street Paving Equipment, staff recommends the purchase of the Asphalt Roller from Quinn Company while analyzing the useful life of the equipment (10 years). The basis of the analysis is the costs associated with the purchase, operation, maintenance, etc. over the useful 10-year life cycle (analysis attached for reference). The staff has experience with both manufacturers of this type of equipment and it was determined the City will experience an estimated \$8,776 savings when factoring in the useful life analysis. It is worth noting that both manufacturers are members of Sourcewell pricing, which is the reference for National Joint Powers Alliance (NJPA) pricing. NJPA pricing is a municipal contracting government agency serving over 50,000 member agencies throughout the nation with competitively bid and awarded purchasing solutions from industry-leading vendors. The total purchase cost for equipment in an amount not to exceed \$166,628 (inclusive of all parts, taxes, and labor and a 10% contingency for equipment setup) will be Special Gas Tax Funds as appropriated in the Fiscal Year 2018/19 Budget.

RECOMMENDATION:

That the City Council:

1. Authorize the purchase of specified asphalt roller paving equipment in an amount not to exceed \$166,628 (inclusive of all parts, taxes, and labor and a 10% contingency for equipment setup); and
2. Direct the Finance Director to initiate Purchase Order to Quinn Company for the purchase of an asphalt roller in an amount not to exceed \$166,628 (inclusive of all parts, taxes, and labor and a 10% contingency for equipment setup).

ATTACHMENTS:

1. Pape John Deere Quote
2. Quinn Caterpillar Quote
3. Steel Drum Roller Evaluation

Appropriated/Funded: MB

Review By:

Department Director:

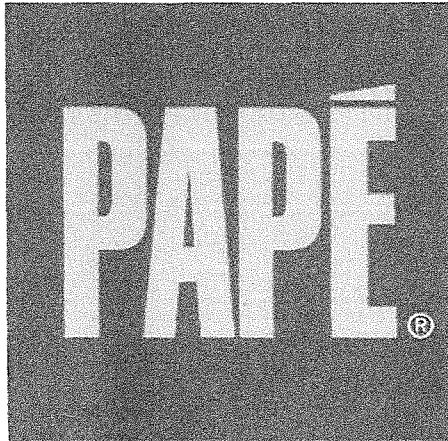
Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

Quote Id: 19099774

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Prepared For:  
CITY OF PORTERVILLE



**MACHINERY**

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Prepared By: **FRANK BAVARO**

Pape Machinery, Inc.  
3000 San Antonio Drive  
Fowler, CA 93625

Tel: 559-834-4774  
Mobile Phone: 559-647-7199  
Fax: 559-834-4754  
Email: [fbavaro@papemachinery.com](mailto:fbavaro@papemachinery.com)

Offer Expires: 18 April 2019

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**Quote Summary**

**Prepared For:**  
 CITY OF PORTERVILLE  
 291 N Main St  
 Porterville, CA 93257  
 risom@ci.porterville.ca.us

**Prepared By:**  
 FRANK BAVARO  
 Pape Machinery, Inc.  
 3000 San Antonio Drive  
 Fowler, CA 93625  
 Phone: 559-834-4774  
 Mobile: 559-647-7199  
 fbavaro@papemachinery.com

**Quote Id:** 19099774

**Expiration Date:** 18 April 2019

Equipment Summary	Selling Price	Qty	Extended
2019 DYNAPAC CC4200	\$ 135,250.00 X	1 =	\$ 135,250.00
<b>Equipment Total</b>			<b>\$ 135,250.00</b>

**Quote Summary**

Equipment Total		\$ 135,250.00
Doc Fee		\$ 0.00
Rental Services Fee		\$ 0.00
Federal Excise Tax		\$ 0.00
Licensing Fee		\$ 0.00
CA Tire Recycling Fee		\$ 0.00
SubTotal		\$ 135,250.00
Sales Tax - (9.50%)	12,510.63	\$ 12,848.75
<b>Total</b>		<b>\$ 148,098.75</b>
Down Payment	\$ 147,760.63	(0.00)
Rental Applied		(0.00)
<b>Balance Due</b>	<b>\$ 147,760.63</b>	<b>\$ 148,098.75</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

Quote Id: 19099774

Customer: CITY OF PORTERVILLE

## 2019 DYNAPAC CC4200

Hours: 0

Stock Number:

Code	Description	Qty
CC4200VI	Asphalt Roller	1

## TERMS AND CONDITIONS OF SALE

**TERMS AND CONDITIONS OF SALE:** Sales Orders are based on the terms and conditions stated herein. Unless otherwise provided on the face hereof, offers are good for acceptance for a period of 30 days from the date hereof. An order by the Buyer shall constitute an acceptance of the terms and conditions herein proposed. If, and only if, no offer of sale is issued by Seller, then the invoice shall be deemed: an acceptance of the Buyer's order; a written confirmation; and a final, complete, and exclusive written expression of the agreement between Seller and Buyer. Buyer is hereby notified that additional or different terms from those contained herein are objectionable.

1. **Taxes.** Buyer shall pay all local, state, and federal taxes arising from or related to any sale or lease to which this document relates, except for taxes upon or measured by net income of Seller.

2. **Delivery.** Stated or promised delivery dates are estimates only based upon Seller's best judgment and Seller shall not be responsible for deliveries later than promised regardless of the cause. Delivery periods are projected from the date of receipt of any order by Seller, but if equipment to be furnished by Seller is to be manufactured specifically to fill a particular order, delivery periods will be projected from the date of Seller's receipt of complete manufacturing information. If the furnishing of equipment on orders accepted by Seller is hindered or prevented by public authority or by the existence of war or other contingencies, including, but not limited to, shortage of materials, fires, labor difficulties, accidents, delays in manufacture or transportation, acts of God, embargoes, inability to ship, inability to insure against war risks or substantially increased prices or freight rates, or other causes beyond Seller's control, the obligation to fill or complete such orders shall be excused by Seller's option.

3. **Transportation and Claims.** Prices quoted are net F.O.B. point designated in writing by Seller. When no F.O.B. point is designated in writing by Seller, prices for new equipment shall be deemed to be net F.O.B. point of manufacture and prices for all other equipment shall be deemed to be F.O.B. Seller's place of business at which the order for the equipment is accepted. When transportation is allowed, the price charged will be adjusted to reflect the lowest transportation rates in effect at the time of shipment even though such rates may differ from those quoted by Seller. Seller's responsibility for the equipment shall cease and all risk of loss shall become the Buyer's upon delivery of the equipment to the first carrier for shipment to the Buyer or his consignee, even though such delivery shall be made prior to the arrival of the equipment at the F.O.B. point designated, and any and all claims for shortages, deliveries, damages or non-delivery must be made by the Buyer or his consignee to the carrier. Seller shall in no event be responsible for shortages in shipments unless notice of such shortage is given in writing to Seller within 15 days after receipt of shipment.

4. **Payment and Security.** Buyer agrees to pay in full for the equipment at time of delivery. Buyer agrees to pay the late charge on any past due balance at the rate of 18% per annum. The signator warrants that he/she has authority to execute this order on behalf of any party for whom he/she signs, and that such party has the power to enter into this agreement and perform its terms. As security for all of Buyer's obligations to Seller, Buyer grants to Seller a security interest in the equipment and authorizes Seller to file all documents necessary to perfect Seller's security interest. The security interest granted hereunder is in addition to any other rights available to Seller, and Seller shall have all of the rights and remedies available to a secured party under the Uniform Commercial Code, all of which are cumulative. Throughout the duration of Seller's security interest, Buyer shall keep the equipment fully insured against theft and loss or damage by fire and other casualty as Seller may from time to time require in accordance with such terms as Seller may require.

5. **Buyer to Furnish.** Performance by Seller is subject to the Buyer furnishing a satisfactory credit rating certificate, letter of credit, evidence of financing, or any other similar papers necessary for the satisfactory completion of such order.

6. **Laws Governing.** All orders will be governed by the laws of the State of Oregon.

7. **Assignment.** The right to any monies due or to become due hereunder may be assigned by Seller, and Buyer, upon receiving notice of such assignment, shall make payment as directed.

8. **Limitations of Warranties.** If "NEW" warranty is indicated on the reverse side or if new equipment is purchased hereunder, all warranties are strictly given only by the manufacturer. Copies of manufacturer's warranty can be obtained from Seller. If "USED" warranty is indicated on the reverse side, Seller hereby warrants to Buyer that the equipment or components thereof designated on the reverse side, shall be free under normal use and service from defects in material and workmanship for the period shown, commencing on the date of delivery. Buyer's exclusive remedy for breach of the limited warranty shall be the repair or replacement of the warranted equipment without charge to Buyer when returned at Buyer's expense to the Seller's facility where the equipment was purchased, with proof of purchase. Buyer must give notice of any warranty claim not later than 7 days after the expiration of the warranty period and must return the equipment to Seller for repair or replacement no later than 30 days after expiration of the warranty period. Any action against Seller for breach of the limited warranty must be commenced within one year after the date of delivery of the equipment. Seller's warranty does not extend to any defect, claim, or damage attributable to the failure to operate and/or maintain the equipment in accordance with the manufacturer's specifications, or due to the failure to operate or maintain the equipment in accordance with any recommendations of Seller. If "AS IS" is indicated on the reverse side, no warranty of any kind is being given and the equipment is being sold with all faults. THE WARRANTIES IN THIS PARAGRAPH AND ON THE REVERSE SIDE ARE THE EXCLUSIVE WARRANTIES GIVEN BY SELLER AND SUPERSEDE ANY PRIOR, CONTRARY, OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OR DEFECTIVE OPERATION OF THE EQUIPMENT; NOR WILL SELLER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

9. **Rental Purchase Option.** If rental purchase option (RPO) is granted in any addendum, the purchase price shall be tendered to Seller coincidentally with the exercise of the purchase option provided that Buyer is not then in default in performing all of the terms and conditions of lease with Seller.

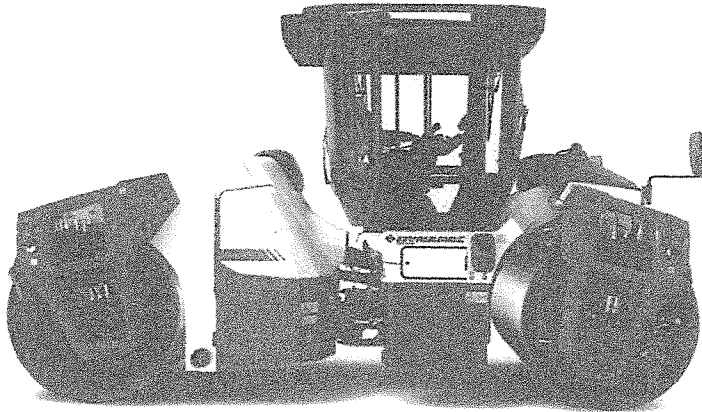
10. **Notice.** This paragraph shall serve as notice that The Papé Group, Inc. has assigned its rights to sell its rental equipment (as may be described in this sales order) and its rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange as part of an IRC Sec. 1031 exchange.

11. **Attorneys Fees.** In the event suit or action is instituted against Buyer on account of or in connection with or based upon the terms hereof, the Buyer agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable attorney's fees in both the trial and appellate courts, or in connection with any bankruptcy proceeding.

12. **Entire Agreement.** The foregoing and any addendum shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guarantees, or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party. Each party may transmit its signature by facsimile to the other party and such facsimile signatures shall have the same force and effect as an original signature.

# Dynapac CC4200 VI

## Double drum vibratory rollers



### Technical data

Masses	
Max. operating mass	29,000 lbs
Operating mass (incl. ROPS)	22,000 lbs
Module mass (front/rear)	11,000 lbs/11,000 lbs

Propulsion	
Speed range	0-7.5 mph
Vertical oscillation	±7°
Theor. gradeability	40 %

Compaction	
Centrifugal force (high/low amplitude)	28,780 lb/18,880 lb
Nominal amplitude (high/low)	0.031 in/0.012 in
Static linear load (front/rear)	167 pli/167 pli
Vibration frequency (high/low amplitude)	3,060 vpm/4,020 vpm
Water tank	180 gal/(233 gal w. opt. watert.)
Water tank (front drum steering)	195 gal

Engine	
Manufacturer/Model	Cummins QSF3.8 IV/T4f
Type	Water cooled turbo Diesel with After Cooler
Rated power, SAE J1995	97 kW (130 hp ) @ 2,200 rpm
Fuel tank capacity	48 gal
DEF tank capacity	4 gal

Hydraulic system	
Driving	Axial piston pump with variable displacement. Radial piston motors (2) with variable displacement.
Vibration	Axial piston pumps (2) with variable displacement. Axial piston motors (2) with constant displacement.
Steering	Gear pump with constant displacement.
Service brake	Hydrostatic in forward and reverse lever.
Parking/Emergency brake	Failsafe multidisc brake in both drums.

Find us locally at [www.dynapac.us](http://www.dynapac.us)

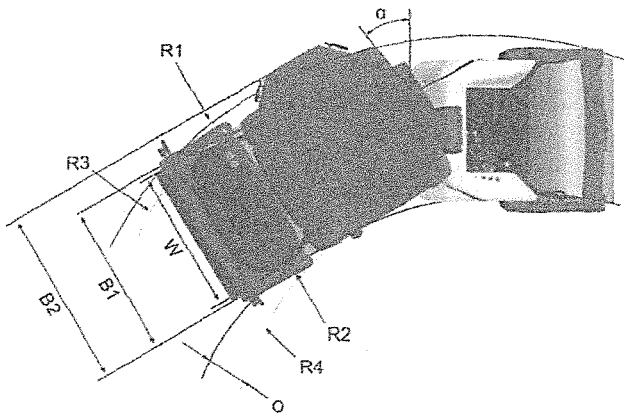
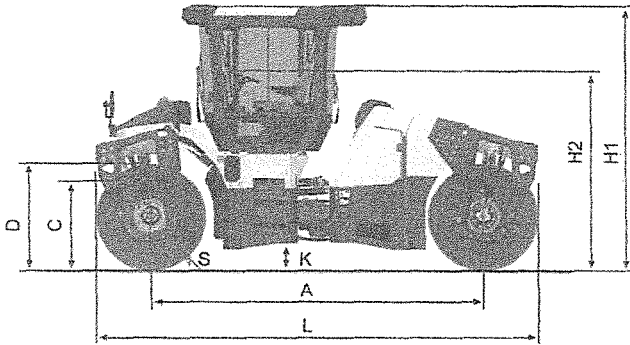
We reserve the right to change specifications without notice. Photos and illustrations do not always show standard versions of machines. The above information is a general description only, all informations are supplied without liability.

# Dynapac CC4200 VI

## Double drum vibratory rollers



### Technical data



Dimensions	
A. Wheelbase	148 in
B1. Width, front	75 in
B2. Width, with cab	84 in
C. Curb clearance	32 in
D. Drum diameter	51 in
H. Height, with ROPS/cab	118 in
K. Ground clearance	12 in
L. Length	199 in
O. Off-set	20.5 in
R1. Turning radius, outside	286 in
R2. Turning radius, inside	220 in
R3. Turning radius with off-set, outside	215 in
R4. Turning radius with off-set, inside	149 in
S. Drum shell thickness	0.79 in
W. Drum width	66 in
$\alpha$ . Steering angle	$\pm 32^\circ$

Find us locally at [www.dynapac.us](http://www.dynapac.us)

We reserve the right to change specifications without notice. Photos and illustrations do not always show standard versions of machines. The above information is a general description only, all informations are supplied without liability.



Quote 131132-01

February 22, 2019

CITY OF PORTERVILLE FIELD SERVICES  
555 N PROSPECT AVE  
PORTERVILLE  
California  
93257

Attention: Russ Isom

Russ,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following **CB10 ASPHALT ROLLER** for your consideration.

**CATERPILLAR INC. Model: CB10 Paving**

**STOCK NUMBER: NS0010862      SERIAL NUMBER: 0NPP00142      YEAR: 2018**  
**HRS: 4**

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Randy Dunbar  
Machine Sales Representative

**CATERPILLAR INC. Model: CB10 Paving****STANDARD EQUIPMENT**

**POWERTRAIN** - Cat C4.4 ACERT Engine - (131 HP / 98 kW, four-cylinder turbo- - charged) - Cyclonic air cleaner - Water separator - Ultra clean fuel filter with integrated - electric priming pump - ECO mode throttle system - Dual braking systems (service and parking) - Two-speed hydrostatic transmission

**ELECTRICAL** - 12-volt electric starting - 120 ampere alternator - Maintenance free battery - 1000 CCA - Halogen working lights - bumper mounted - (2 front-facing and 2 rear-facing) - Backup alarm and forward warning horn - Cat engine and vehicle ECM's - ET - compatible - Product link ready

**OPERATOR ENVIRONMENT** - Isolated ROPS/FOPS structure - Platform handrails / guardrails - Four heavy-duty isolation mounts - Power steering - Adjustable, suspension, vinyl seat - 50 mm (2") wide retractable seat belt - Adjustable, tilt-steering column/ - instrument panel - Indicator light package with audible - warning alarm for: - -hydraulic oil pressure - -hydraulic oil temperature - -engine oil pressure - -engine coolant temperature - -glow plugs - -service fault indicator - Fuel level gauge - Water level gauge - Service hour meter - Lockable, vandalism guard for instrument - panel - Sliding, rotating seat - Automatic speed control - Auto-vibe with adjustable on/off control - Vibe tachometer - Speedometer

**DRUMS** - Smooth drum - 1700 mm (67") wide x 1200 mm (47") - diameter - Two amplitudes with two vibe frequencies - Front and rear self adjusting scraper - blades - Pod-style eccentric weight housing

**FLUIDS** - Premixed 50% concentration of extended - life coolant with freeze protection - to -37C (-35F)

**OTHER STANDARD EQUIPMENT** - Locking engine enclosure - Sealed for life hitch bearings - Sight gauges: - -hydraulic tank level - -air restriction indicator - Cap lock for hydraulic tank - Articulated frame with safety lock - Transport tie-down and lift points - 208 L (55 gal) fuel tank capacity - 835 L (220 gal) water tank capacity - Quick connect hydraulic pressure test - ports - SOS ports: - -engine oil

**MACHINE SPECIFICATIONS**

<b>Description</b>	<b>Reference No</b>
CB10-01A VIB COMP DCA1	517-4713
CB10-01A VIBRATORY COMPACTOR	505-8467
ENGINE, EPA FLEX	506-7657
BELT, ENG	355-1670
DRUM, SOLID	510-6127
HITCH, STANDARD	341-8800
SYSTEM, VERSA-VIBE	341-8768
STD MACHINE SOLID	357-3622
OIL, HYD, FACTORY FILLED	366-3001
LIGHTS, WORKING	501-6572
PLATFORM, ROPS/FOPS	513-5927
ROTATION, FULL	356-0924
PANEL, STD	510-6132
CONTROL, PREMIUM	454-3055
STEERING WHEEL, FIXED	489-6273
LANGUAGES, OPTION 1	527-8200
SEAT, STD VINYL	343-6129
PRODUCT LINK, CELLULAR PL641	451-3240
INSTRUCTIONS, NORTH AMERICAN	505-8561
LIGHTING, PREP	519-3979
LIGHT, ROTATING BEACON	351-3443
SENSORS, MAT TEMPERATURE	513-6264
FREEZE PROTECTION, ROPS/FOPS	351-3429
LANE 1 ORDER	0P-9001
PACK, DOMESTIC TRUCK	0P-0210

Sell Price	\$172,830.00
SourceWell Discount	(\$32,895.00)
set up, Prep , and Delivery	\$6,050.00
Quinn Discount	(\$6,050.00)
<b>Net Balance Due</b>	<b>\$139,935.00</b>
State and Local (8.75%)	<del>-\$12,244.31</del>
<b>After Tax Balance</b>	<b>\$152,179.31</b>

8.25% \$11,544.61  
TOTAL \$151,979.69

**WARRANTY**

Standard Warranty: 12 Months Full Machine  
Extended Warranty 48 months 3000 hours Power Train and Hydraulic

**F.O.B/TERMS**

Fresno Earthmoving

**FINANCING**

Finance terms and conditions subject to credit approval by Caterpillar Financial Services Inc.(CFSC). Payment amounts, down payments, and terms are estimates only, final amounts must be determined by CFSC.

**ADDITIONAL CONSIDERATIONS**

- Delivery is After March 1 2019

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
Signature

## Steel Drum Roller Evaluation

VENDOR MAKE Model	<b>Quinn</b> <u>Caterpillar CB10</u>	<b>Pape Machinery</b> <u>Dynapac CC4200</u>	
Evaluation rating			
Demos not readily available, used specification comparison, operator history, video evaluation, and researched available literature.			
Sub total (440 Points total)	388	332	
Operator evaluation (40 points total)	38	29	
<b>TOTAL (470 Points total)</b>	<b>426</b>	<b>361</b>	
<b>POINTS (30%)</b>	<b>30.00</b>	<b>25.42</b>	
<b>PRICE</b>			
Drum Roller	\$139,935.00	\$135,250.00	
Estimated maintenance costs for 10 year lifespan	\$21,114.00	\$33,609.00	
Dealer prep & delivery			
Tax	\$11,544.64	\$12,510.63	
Total	\$172,593.64	\$181,369.63	\$8,775.99
<b>POINTS PRICE (60%)</b>	<b>60.00</b>	<b>57.10</b>	
WARRANTY:	1 year + 3yr/3000 hr PT	1 year/1500 hr	
<b>POINTS WARRANTY (4%)</b>	<b>4.00</b>	<b>3.75</b>	
Delivery of unit			
<b>DELIVERY (4%)</b>	<b>4.00</b>	<b>4.00</b>	
Service/Parts availability (Distance to Yard in miles)	58	59.8	
<b>SERVICE/PARTS AVAILABILITY (2%)</b>	<b>2.00</b>	<b>1.94</b>	
<b>TOTAL POINTS</b>	<b>100.00</b>	<b>92.21</b>	
<b>RATING</b>	<b>1</b>	<b>2</b>	



CITY COUNCIL AGENDA – MARCH 26, 2019

**SUBJECT:** Donation of Non-Serviceable Hose and Air Packs to the Porterville College Fire Academy

**SOURCE:** Fire

**COMMENT:** A comprehensive needs assessment of equipment used during emergency operations, completed in 2017, determined a need for new hose for all front line engines. The assessment also found several obsolete air packs that could no longer be assigned in emergency calls. A large amount of the hose that was taken off-line was non-serviceable and has been stored at Station 73 (Public Safety Building) since the replacement, along with the obsolete air packs. The Porterville College Fire Academy can use both the non-serviceable hose and the air packs for training purposes during academy classes. This serves the dual purpose of removing unnecessary items from storage and continuing to support the local fire academy. Valuation of these items is negligible in its current state, and could not likely even be recycled - only disposed of. It is staff's recommendation that the hose and the air packs be donated to Porterville College.

**RECOMMENDATION:** That the City Council authorize the donation of non-serviceable equipment to Porterville College.

**ATTACHMENTS:**

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager



## CITY COUNCIL AGENDA – MARCH 26, 2019

**SUBJECT:** Amendment to Carollo Engineer's Service Agreement for Digester 3 Repair

**SOURCE:** Public Works

**COMMENT:** Carollo Engineers is under contract with the City to design and provide plans and specifications for Digesters #2 and #3. Along with the plans and specifications, other various tasks were to be performed as well as on-call inspection services for the remaining Digesters #1 and #4.

The City of Porterville WWTF digesters will be taken offline one at a time to conduct the assessment. Once the assessment is complete, the digester will be put back into service before the next digester is taken down for cleaning. This process will ensure that the anaerobic bacteria responsible for the stabilization of organic matter have adequate time to acclimate to their environment and ensure compliance with the Code of Federal Regulation 40 Part 503 Regulations.

Staff is seeking an amendment to Carollo Engineers' Service Agreement that will allow the firm to design gas piping among the digesters. During the digester condition assessment, problems with the below grade piping were identified. Carollo will design plans and specifications to replace the below grade piping with an above grade piping system. Cost for the design and biddable construction document services are \$31,529, with Carollo Engineers' fee and schedule attached for City Council reference.

Funding for the assessment services will be the Wastewater Treatment Facility Reserve Fund.

**RECOMMENDATION:** That the City Council:

1. Authorize the Mayor to execute Addendum No. 2 to Carollo Engineer Service Agreement at an agreed upon fee of \$31,529 for the services described herein;
2. Authorize progress payments up to 100% of the fee amount; and
3. Authorize a 10% contingency to cover unforeseen costs.

**ATTACHMENTS:**

1. 19-03-12-Addendum 2 to Carollo Engineers
2. Digester Project - Gas Piping Scope

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

**ADDENDUM NO. 2**

\*\*\*\*\*

**DESIGN SERVICES FOR THE REPAIR AND REHABILITATION OF THE CITY OF  
PORTERVILLE WWTF DIGESTERS**

\*\*\*\*\*

**CITY OF PORTERVILLE  
AND  
CAROLLO ENGINEERS**

Addendum No. 2 to P.O. No. 17-13629 is issues by the City and accepted by CONSULTANT pursuant to the mutual promises, covenants and conditions contained in the Service Agreement between the above named parties dated June 15, 2018, in connection with the development of plans and specifications for the repair and rehabilitation of Digesters #2 and #3

**PURPOSE:**

The purpose of this addendum is to amend the contract to provide services to the City to design and deliver biddable construction documents for the replacement of the underground pipe to an above grade piping system per the attached scope of services, The CONSULTANT will provide the CITY with a memorandum of condition assessment findings, to address the additional services described in the scope of services.

**PAYMENT:**

CITY shall pay CONSULTANT the not-to-exceed amount of \$31,529 for the completion of the specified professional services. Payment will be made monthly on presentation of documented invoices and shall include CONSULTANT'S direct labor costs, indirect labor costs (overhead), direct expenses and CONSULTANT'S fee, not to exceed the sum set forth herein above.

IN WITNESS WHEREOF, duly authorized representatives of the CITY and the CONSULTANT have executed Addendum No. 1 to P.O. No. 17-13629 for the Design Services for the Repair and Rehabilitation of the City of Porterville WWTF Digesters evidencing its issuance by CITY and accepted by CONSULTANT.

CONSULTANT'S NAME

CITY OF PORTERVILLE

\_\_\_\_\_  
By: Carollo Engineers

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# CITY OF PORTERVILLE

## Scope of Services

### DIGESTERS REHABILITATION PROJECT DIGESTER GAS PIPING RELOCATION DETAILED DESIGN ADDENDUM 2

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## BACKGROUND

As part of the original scope of services task order, the CONSULTANT is providing biddable construction documents to implement rehabilitation projects for Digester No. 2 and 3.

During digester condition assessments problems with the below grade gas piping were identified. The gas piping has below grade low points where condensation collects obstructing gas flow. Plant staff must periodically take the gas piping out of service to vacuum the pooled condensate from the piping. Replacing the below grade piping with an above grade piping system will eliminate this problem.

Assessment of the gas piping and preliminary design for the gas piping relocation have been completed and reported in the Task 4 Long-term Repairs Project Memorandum, part of the original scope of services task order.

The following presents Scope of Work, the Time of Performance, and Budget for Consultant's services additional scope.

## SCOPE OF WORK

The following specific services will be provided by Carollo Engineers (Consultant).

### Task 9.0 – Digester Gas Piping Relocation Detailed Design

The purpose of this task is to provide biddable construction documents to implement the gas piping relocation identified in Task 4. CONSULTANT will prepare biddable construction documents for the Digester Gas Piping Relocation.

Construction documents will be included with the original scope of services Task 7.0 deliverables.

#### Assumptions:

Digester gas piping relocation will be as defined in the Preliminary Design Project Memorandum.

Electrical and instrumentation modifications are not required.

All deliverables will be included in the Task 7.0 Detailed Design construction documents as defined in the original agreement scope of services task order.

## TIME OF PERFORMANCE

Anticipated schedule for completion is the same as Task 7.0 Detailed Design in the original scope of service task order.

## **PAYMENT TO CONSULTANT**

Payment to Consultant for services shall be on a time and materials basis as detailed in Exhibit A, Labor and Budget Estimate.

The not to exceed fee is \$31,529.

**EXHIBIT A  
LABOR AND BUDGET ESTIMATE**

**DIGESTERS REHABILITATION PROJECT  
DIGESTER GAS PIPING RELOCATION DETAILED DESIGN  
ADDENDUM 2**

Task	Task Description	Penny Carlo PIC	Mike Dadik PM/SE	Preet Chaggar Structural/PE	Matthew Kallerud Mechanical	CAD Drafter	Word Processor	Total Hours	Labor Cost	Other Direct Costs (ODC)				Total Cost
										PECE	Mileage		ODC Total	
											Trips	Amount		
9.0	Gas Piping Relocation Detailed Design													
9.1	50% drawings and specifications	1	4	16	16	24	4	65	\$13,652	\$761	0	\$0	\$761	\$14,413
9.2	90% drawings and specifications	1	4	12	12	20	4	53	\$11,060	\$620	0	\$0	\$620	\$11,680
9.3	Final drawings and specifications	1	4	4	4	8	4	25	\$5,144	\$293	0	\$0	\$293	\$5,437
	<b>Task 9.0 Totals</b>	<b>3</b>	<b>12</b>	<b>32</b>	<b>32</b>	<b>52</b>	<b>12</b>	<b>143</b>	<b>\$29,856</b>	<b>\$1,673</b>	<b>0</b>	<b>\$0</b>	<b>\$1,673</b>	<b>\$31,529</b>



CITY COUNCIL AGENDA – MARCH 26, 2019

SUBJECT: City Easement Conveyance to Southern California Edison (SCE) Company

SOURCE: Public Works

COMMENT: Southern California Edison Company (SCE) is requesting an easement from the City of Porterville for the purpose of installing an underground primary power feed for the Transit Fleet Electrification Project. The easement varies in width, beginning at Morton Avenue, west of Prospect Street, traverses through Veteran's Park and terminates within the City's Corporation Yard at 555 N. Prospect Street. Included with the staff report is a SCE grant of easement document with a plat map, describing and illustrating the location of the proposed electrical service.

RECOMMENDATION: That the City Council:

1. Accept SCE's request to have the City convey an easement for the installation of an underground electrical conduit;
2. Authorize the Mayor to sign the Grant of Easement; and
3. Authorize the City Clerk to mail the signed Grant of Easement to SCE for recordation.

ATTACHMENTS: 1. Grant of Easement City of Porterville to SCE

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA  
**EDISON**

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

2 INNOVATION WAY, 2nd FLOOR  
POMONA, CA 91768

Attn: Title and Valuation

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc No.:

**GRANT OF  
EASEMENT  
Vehicle Charging Station**

DOCUMENTARY TRANSFER TAX \$ NONE (VALUE AND CONSIDERATION LESS THAN \$100.00)	DISTRICT	SERVICE ORDER	SERIAL NO.	MAP SIZE
	San Joaquin Valley	TD1460984		
SCE Company	FIM 39-31B	APPROVED:	BY	DATE
SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	APN 251-360-001	REAL PROPERTIES DEPARTMENT	SLS/BT	02/13/2019

CITY OF PORTERVILLE, a municipal corporation and chartered city, duly organized and existing under and by virtue of the laws of the State of California, (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time overhead and underground electrical supply systems and internal communication systems (hereinafter referred to as "systems"), consisting of poles, guys and anchors, crossarms, wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, for the purpose of providing electrical power to vehicle charging stations, in, on, over, under, across and along that certain real property in the County of Tulare, State of California, described as follows:

VARIOUS STRIPS OF LAND LYING WITHIN PARCEL 1 OF PARCEL MERGER 2013-008, RECORDED ON JUNE 21, 2013 AS DOCUMENT NO. 2013-0039534, OF OFFICIAL RECORDS, BEING A PORTION OF LOTS 75 THROUGH 78 OF PIONEER LAND COMPANY'S FIRST SUBDIVISION, AS PER MAP FILED IN BOOK 3, PAGE 34 OF MAPS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINES OF SAID STRIPS ARE DESCRIBED AS FOLLOWS:

STRIP #1 (6.00 FEET WIDE)

**COMMENCING** AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SECTION 27, TOWNSHIP 21 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS SHOWN ON EXHIBIT "B" IN SAID PARCEL MERGER 2013-008; THENCE ALONG THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 27, SOUTH 89°33'17" WEST 49.06 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 27, NORTH 00°24'47" WEST 84.64 FEET TO A POINT OF ENDING, SAID POINT HEREINAFTER REFERRED TO AS POINT "A".

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO TERMINATE SOUTHERLY IN THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 27.

EXCEPTING THEREFROM ANY PORTION INCLUDED WITHIN PUBLIC STREET.

STRIP #2 (13.00 FEET WIDE)

**COMMENCING** AT SAID POINT "A"; THENCE SOUTH 89°35'13" WEST 1.50 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 00°24'47" WEST 16.50 FEET TO A POINT OF ENDING, SAID POINT HEREINAFTER REFERRED TO AS POINT "B".

STRIP #3 (6.00 FEET WIDE)

**COMMENCING** AT SAID POINT "B"; THENCE NORTH 89°35'13" EAST 1.50 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 00°24'47" WEST 91.19 FEET; THENCE NORTH 45°13'54" WEST 237.59 FEET; THENCE NORTH 17°32'30" EAST 49.46 FEET TO A POINT OF ENDING, SAID POINT HEREINAFTER REFERRED TO AS POINT "C".

THE SIDELINES OF STRIP ARE TO BE PROLONGED OR SHORTENED TO JOIN AT THE ANGLE POINTS.

STRIP #4 (29.00 FEET WIDE)

**COMMENCING** AT SAID POINT "C"; THENCE NORTH 72°27'30" WEST 4.92 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 17°32'30" EAST 60.66 FEET TO A POINT OF ENDING, SAID POINT HEREINAFTER REFERRED TO AS POINT "D".

STRIP #5 (6.00 FEET WIDE)

**COMMENCING** AT SAID POINT "D"; THENCE SOUTH 72°27'30" EAST 4.24 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 17°32'30" EAST 12.96 FEET; THENCE NORTH 68°38'51" WEST 91.11 FEET TO A POINT OF ENDING, SAID POINT HEREINAFTER REFERRED TO AS POINT "E".

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO JOIN AT THE ANGLE POINT.

STRIP #6 (38.00 FEET WIDE)

**COMMENCING** AT SAID POINT "E"; THENCE NORTH 21°21'09" EAST 11.00 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 68°38'51" WEST 25.00 FEET TO A POINT OF ENDING, SAID POINT HEREINAFTER REFERRED TO AS POINT "F".

STRIP #7 (12.00 FEET WIDE)

**COMMENCING** AT SAID POINT "F"; THENCE SOUTH 21°21'09" WEST 11.86 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 67°03'58" WEST 185.00 FEET TO A POINT OF ENDING.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO TERMINATE SOUTHEASTERLY IN THE NORTHWESTERLY LINE OF STRIP #6 DESCRIBED HEREINABOVE.

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across, and along the Grantor(s) property.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor agrees for itself, its heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the hereinbefore described easement area. The Grantee, and its contractors, agents and employees, shall have the right to trim or top such trees and to cut such roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

Upon written request, Grantee shall relocate its facilities installed hereunder to another mutually approved area on Grantor's property and provided that Grantee has first been given an easement over such new area on terms identical to those set forth herein. Such relocation shall be at Grantor's sole cost and expense. Upon completion of the relocation, Grantee shall execute a quitclaim of this easement on terms reasonably acceptable to Grantor and Grantee.

To the extent Grantor removes the vehicle charging stations, and such removal is not part of a relocation, Grantor may, upon sixty (60) days written notice, terminate this easement. However, in no event will the vehicle charging stations be removed unless a structure is constructed in the parking area. Upon termination, Grantee shall have a limited right to access the property for the purpose of removing its facilities or Grantee may abandon its systems in place. In addition, upon written request, Grantee will execute a quitclaim of this easement on terms reasonably acceptable to Grantee and Grantor.

To the extent Grantee has not commenced the installation of the facilities within one (1) year of the execution date, this easement shall become null and void.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR**

CITY OF PORTERVILLE, a municipal corporation and chartered city, duly organized and existing under and by virtue of the laws of the State of California

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTEE**

SOUTHERN CALIFORNIA EDISON COMPANY,  
a corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

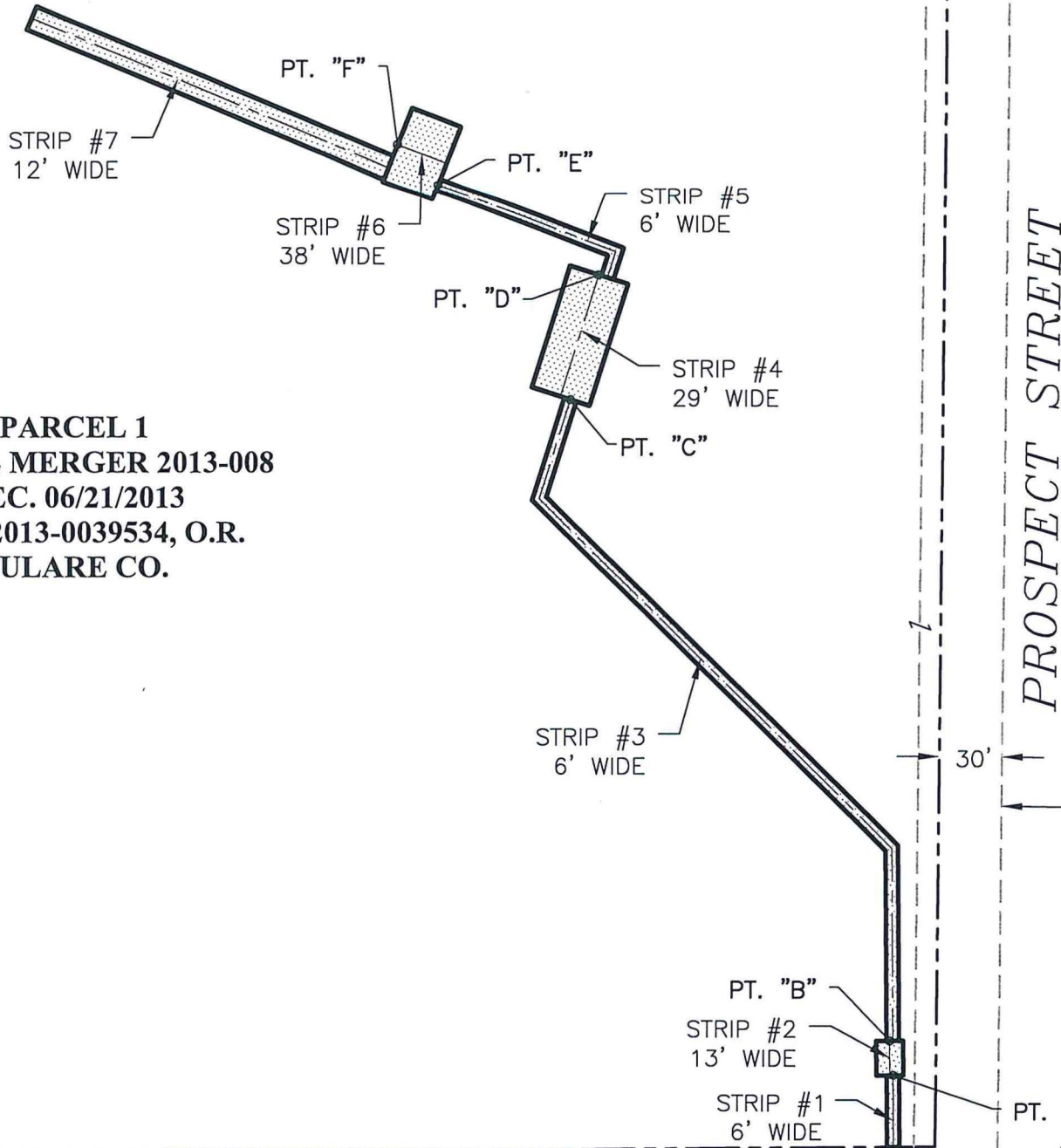
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



**PARCEL 1**  
**PARCEL MERGER 2013-008**  
**REC. 06/21/2013**  
**CO. # 2013-0039534, O.R.**  
**TULARE CO.**



**PARCEL 1**  
**PARCEL MAP NO. 3823**  
**P.M.B. 39/26**  
**TULARE CO.**

**PROSPECT STREET**

E'LY LINE OF  
NW 1/4 OF  
SEC. 27

PT. "A"

SE COR. OF NW 1/4  
OF SEC. 27,  
T 21 S, R 27 E, M.D.B.&M.  
(POC STRIP #1)

PT. "B"  
STRIP #2  
13' WIDE

STRIP #1  
6' WIDE

STRIP #3  
6' WIDE

TPOB  
STRIP #1

S'LY LINE OF  
NW 1/4 OF  
SEC. 27

S89°33'17"W  
49.06'

30'

50'

**MORTON  
AVENUE**

SCE EASEMENT	
DCR801810035	TD1460984
SLS/BT	02/13/19



CITY COUNCIL AGENDA – MARCH 26, 2019

SUBJECT: Adoption of Park Fees Resolution

SOURCE: Parks and Leisure Services

COMMENT: At its meeting on March 5, 2019, the City Council held a Public Hearing to consider and receive comments regarding fees for rentable park spaces. The Council approved moving forward with new fees of \$40/day uncovered area (\$50 non-city resident) and \$60/day covered area (\$75 non-city resident), and staff has drafted a Resolution adopting said fees for Council's adoption.

RECOMMENDATION: That the City Council adopt the draft Resolution setting new fees for rentable park spaces.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. -2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ADOPTING  
FEES AND CHARGES FOR RENTABLE PARK AREAS

**BE IT HEREBY RESOLVED** by the City Council of the City of Porterville that  
the following fees and charges are hereby adopted to become effective March 20, 2019, and that  
such fees replace all previous fees and charges for rentable park areas.

Rentable Park Area Fees:

Uncovered park tables resident	\$40.00 per day
Uncovered park tables non-resident	\$50.00 per day
Covered pavilions resident	\$60.00 per day
Covered pavilions non-resident	\$75.00 per day

Adopted this 19<sup>th</sup> day of March, 2019.

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

Attest:  
John D. Lollis, City Clerk

By: \_\_\_\_\_  
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – MARCH 26, 2019

**SUBJECT:** Acceptance of FY 2018 State Homeland Security Grant Program Funds

**SOURCE:** Police

**COMMENT:** In November 2017, the Porterville Police Department submitted a grant proposal/application to the County of Tulare, as a subrecipient for the California State Homeland Security Grant Program, requesting funding for weapon mounted lighting systems and high intensity handheld flashlights. The goal of the grant was to help enhance the safety of officers responding to emergency situations, whether it be for criminal activity, acts of terrorism, natural disasters or other catastrophic emergencies. The Porterville Police Department has recently been notified that funding for weapon mounted lighting systems was not approved, however, the Department was approved for funding of high intensity handheld flashlights in the amount of \$7,600.

The handheld flashlights currently being issued by the Porterville Police Department are larger and not suitable for routine carry on the duty belt. The Department has already started the transition to the high intensity flashlights, which are smaller and easily mounted on the duty belt. The proposed grant funding would replace all the remaining lights for the Department's sworn personnel and provide additional inventory for oncoming personnel.

Department staff has received the FY 2018 State Homeland Security Grant Program subaward agreement and requests City Council authorization to accept that grant and sign the subaward agreement and associated documents as necessary to accept the award.

Upon accepting the award, Department staff will receive the grant and will return to Council for authorization to purchase the high intensity flashlights.

**RECOMMENDATION:** That the City Council:

1. Authorize acceptance of the FY 2018 State Homeland Security Grant Program funding in the amount of \$7,600; and,
2. Authorize staff to sign Subaward Agreement.

**ATTACHMENTS:**

1. Subaward Agreement FY 2018 Homeland Security Grant Programs Funding

Appropriated/Funded:

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager

**Subaward Agreement Regarding FY 2018 State Homeland Security Grant Programs  
Funding for Equipment, Planning, Administration, Training and Exercises**

**THIS AGREEMENT** is entered into by and between the County of Tulare ("COUNTY") and City of Porterville ("SUBRECIPIENT"), referred to individually herein as "Party" or collectively as "Parties," on the following terms and conditions:

WHEREAS, the Fiscal Year 2018 (FY 2018) California State Homeland Security Grant Program (SHSGP) provides funding through Federal grants from the Department of Homeland Security to enhance the capabilities of state and local first responders by allowing the purchase of advanced types of equipment, as well as addressing other critical homeland security needs, including administration, planning, training, and exercise-related costs;

WHEREAS, COUNTY applied to the California Governor's Office of Emergency Services ("CalOES") for a FY 2018 SHSGP grant;

WHEREAS, as part of its grant application, COUNTY requested sufficient funds to support certain activity(ies) or program(s) planned by SUBRECIPIENT that may be eligible for SHSGP grant funds;

WHEREAS, COUNTY was awarded FY 2018 SHSGP grant funding; and COUNTY, upon recommendation of the local Approval Authority designated in the SHSGP Guidelines, determined to allocate some of this funding to support SUBRECIPIENT'S eligible program(s) or activity(ies).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, COUNTY and SUBRECIPIENT hereby agree as follows:

**1. GRANT SUBAWARD.** Subject to the terms, conditions, and other limitations specified herein, COUNTY intends to subaward to SUBRECIPIENT a portion of its FY 2018 SHSGP Grant for the following program and/or activity:

**Department/Agency:** Porterville Police Department

**Program/Activity:** Officer Handheld Flashlights, High-Intensity

Details about the specific program or activity authorized, the amounts allocated to the specified program or activity, and the anticipated performance and disbursement timelines shall be confirmed by subsequent award letter(s) from COUNTY ("Award Letter(s)") in accordance with this Agreement. **SUBRECIPIENT agrees not to expend any anticipated FY 2018 SHSGP grant funds until after it has received [an] Award Letter(s) authorizing the specific activity or program, and confirming the award amount.** Award Letter(s) may include attachments, which are considered to be integral parts of the Award Letter(s). Unless SUBRECIPIENT notifies COUNTY before it begins spending the funds authorized in a FY 2018 SHSGP Award Letter that it declines some or all of the program, activity, and/or funds outlined in the Award Letter, SUBRECIPIENT will be deemed to have accepted all of the terms and conditions specified in the Award Letter(s), including any attachments.

COUNTY reserves the exclusive right to determine the method and timing of disbursement of SHSGP funds to SUBRECIPIENT. Furthermore, and in addition to all other rights provided to COUNTY under this Agreement or the law, COUNTY reserves the right to, issue revised Award Letter(s) to modify

SUBRECIPIENT's authorized program, activity, award amounts, and/or performance periods, in accordance with the recommendations of the Local Approval Authority, the changing needs of SUBRECIPIENT and/or the likelihood of SUBRECIPIENT expending its subaward; however, such modifications will only be made after consultation with SUBRECIPIENT, and in accordance with the recommendations of the Local Approval Authority.

**2. PERFORMANCE PERIOD.** SUBRECIPIENT's Performance Period for all activities covered by the terms of this Agreement shall commence on October 1, 2018. Unless COUNTY specifies otherwise in SUBRECIPIENT's Award Letter(s), SUBRECIPIENT's Performance Period for all activities covered by the terms of this Agreement shall continue until whichever of the following dates or events occurs first: (i) April 30, 2021, or (ii) until otherwise terminated under the provisions of this Agreement. Only activities performed during the County-specified FY 2018 SHSGP Performance Period are eligible for funding/reimbursement pursuant to this Agreement.

**3. GRANT REQUIREMENTS AND ASSURANCES.** The SUBRECIPIENT hereby agrees to review, adhere to, and comply with all COUNTY, state, and federal grant award requirements. SUBRECIPIENT acknowledges that COUNTY was required to accept and agree to the CalOES Standard Assurances (attached as **Exhibit A**, and incorporated by reference herein), and that COUNTY must impose all such assurances on all of its subrecipients, at all levels. Accordingly, SUBRECIPIENT specifically accepts, agrees to, and will abide by the CalOES Standard Assurances, with the understanding that everywhere it references "Applicant" or "subrecipient" in Exhibit A shall be read to refer to SUBRECIPIENT. The CalOES Standard Assurances shall be binding on the SUBRECIPIENT, as well as its successors, transferees, contractors, consultants, etc. SUBRECIPIENT acknowledges that failure to comply with any of the assurances may result in suspension, termination, or reduction of grant funds.

Some of the requirements that SUBRECIPIENT hereby agrees to comply with appear in the following documents:

- (a) Applicable Federal Regulations, including: (i) Title 2, Part 200 of the Code of Federal Regulations (CFR) (which contains, among other items, Government cost principles, uniform administrative requirements and audit requirements for Federal grant programs), and (ii) updates issued by the Office of Management and Budget (OMB) on <http://www.whitehouse.gov/omb/>;
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

By signing this Agreement, SUBRECIPIENT specifically makes the applicable certifications in Exhibit A, including the Lobbying and Political Activities and Debarment and Suspension Certifications (Paragraphs 3 and 4 of Exhibit A, respectively), as evidenced by the signature of SUBRECIPIENT's authorized agent.

**4. FEDERALLY-FUNDED SERVICES.** Because this grant subaward involves the provision of federal funds to SUBRECIPIENT, the terms and conditions outlined and incorporated in **Exhibit B, "Federally-Funded Services,"** will apply to this Agreement, and are incorporated herein by reference.

**5. DISPOSAL OR DISPOSITION OF PROPERTY.** SUBRECIPIENT acknowledges that pursuant to 2 CFR section 200.316, any real property, equipment, and intangible property that are acquired or improved with any SHSGP award must be held in trust by SUBRECIPIENT as trustee for the beneficiaries of the project

or program under which the property was acquired or improved. SUBRECIPIENT may be required by COUNTY, CalOES, or the federal government to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with the SHSGP award and that use and disposition conditions apply to the property.

Furthermore, SUBRECIPIENT agrees that when the equipment or supplies acquired with funds from this subaward are no longer needed for the original activity or program, or for other SUBRECIPIENT activities supported by the Department of Homeland Security (DHS)/ Federal Emergency Management Agency (FEMA), SUBRECIPIENT must notify COUNTY to request instructions on proper disposition of the equipment or supplies. SUBRECIPIENT is not permitted to sell, assign, or otherwise transfer title to (or any other interest in) equipment or supplies purchased with SHSGP funds except as permitted by 2 CFR Part 200. Furthermore, SUBRECIPIENT must obtain the express written permission of COUNTY for disposition of property that may have a current per unit fair market value of \$5,000 or more. Though not exclusive or exhaustive, additional information regarding disposition of property acquired with SHSGP funds can be found at 2 CFR Part 200, sections 200.313 through 200.316.

**6. SUBAWARDS AND CONTRACTS.** SUBRECIPIENT agrees to include all of the commitments specified in Exhibit A, and any other commitments or requirements included in this Agreement that expressly so designate, in the award documents it issues for all subawards at all tiers, including contracts under grants and cooperative agreements and subcontracts. SUBRECIPIENT further agrees that it will include the commitments in Exhibit A in all contracts paid for in whole or in part with FY 2018 SHSGP funds, and require such commitments to be included in applicable subcontracts. SUBRECIPIENT will ensure that its contractors and subcontractors comply with any applicable provisions in Exhibit A.

**7. DESIGNATED COUNTY AUTHORIZED AGENT.** Only those individuals designated by resolution of the Tulare County Board of Supervisors as Authorized Agents for FY 2018 SHSGP ("COUNTY Authorized Agents") are authorized to sign FY 2018 SHSGP Award Letters on behalf of COUNTY, or to suspend performance in accordance with Paragraph 16(d), below. All other notices from COUNTY may come from other COUNTY personnel.

**8. PROOF OF SUBRECIPIENT AUTHORITY.** Before this Agreement will be approved by COUNTY, SUBRECIPIENT must provide to COUNTY written authorization (in the form of a resolution, or some other format specifically authorized by COUNTY) from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the SUBRECIPIENT and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of performance of this Agreement shall be the responsibility of the SUBRECIPIENT and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body; and
- (d) The official executing this Agreement is, in fact, authorized to do so.

**9. DISALLOWANCE AND OFFSET.** If, pursuant to this Agreement, SUBRECIPIENT requests or receives payment from COUNTY for programs, activities, or equipment, the reimbursement for which is later disallowed by the State of California or the United States Government, SUBRECIPIENT shall promptly refund the disallowed amount to COUNTY upon COUNTY's request. At its option, and to the fullest extent

permitted by law, COUNTY may offset the amount disallowed from any payment due or to become due to SUBRECIPIENT under this Agreement or any other agreement between SUBRECIPIENT or COUNTY.

Furthermore, if any of COUNTY's FY 2018 SHSGP grant funding is reduced, modified, or eliminated for any reason, COUNTY reserves the right to reduce, modify, or eliminate any or all of this FY 2018 SHSGP grant subaward to SUBRECIPIENT. SUBRECIPIENT agrees to promptly return any amounts requested by COUNTY in accordance with this provision. At its option, COUNTY may offset the amount to be returned by SUBRECIPIENT from any payment due or to become due to SUBRECIPIENT under this Agreement or any other agreement between SUBRECIPIENT and COUNTY.

**10. MONITORING AND REPORTS.** SUBRECIPIENT is responsible for oversight of the operations of the FY 2018 SHSGP supported activities. SUBRECIPIENT must monitor its activities to ensure compliance with applicable Federal requirements and achievement of specific performance expectations. SUBRECIPIENT's monitoring must cover each program, function or activity supported by FY 2018 SHSGP funding.

SUBRECIPIENT agrees to provide ongoing performance and financial reports regarding any and all of SUBRECIPIENT's programs and activities funded with FY 2018 SHSGP funding. At a minimum, these reports will be due on an annual basis, but COUNTY reserves the right to request more frequent reporting. Within 90 days of completion or termination of FY 2018 SHSGP funded subawards, SUBRECIPIENT is also expected to provide a final performance report and a final expenditure report in a format acceptable to COUNTY, State and the Federal government. SUBRECIPIENT will be notified of any additional required reports by separate Award Letter(s) or notice(s) from COUNTY.

**11. MANDATORY DISCLOSURES.** Pursuant to 2 CFR section 200.113, SUBRECIPIENT must disclose, in a timely manner, and in writing to COUNTY and ultimately to the federal awarding agency, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this subaward. Pursuant to the terms and conditions outlined in Appendix XII to 2 CFR Part 200 ("Award Term and Condition for Recipient Integrity and Performance Matters"), SUBRECIPIENT may also be also required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies described in 2 CFR section 200.338, "Remedies for noncompliance," including suspension or debarment.

**12. SUBMITTING FALSE CLAIMS.** Under applicable federal and state law, if SUBRECIPIENT submits a false claim to COUNTY under this Agreement, then SUBRECIPIENT will be liable to COUNTY for the statutory penalties set forth in those statutes, including, but not limited to statutory fines, treble damages, costs, and attorneys' fees. SUBRECIPIENT will be deemed to have submitted a false claim to COUNTY if SUBRECIPIENT:

- (a) Knowingly presents or causes to be presented to COUNTY a false claim or request for payment or approval;
- (b) Knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by COUNTY;
- (c) Conspires to defraud COUNTY, State, or the Federal Government by getting a false claim allowed or paid by COUNTY
- (d) Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to COUNTY; or
- (e) Is a beneficiary of an inadvertent submission of a false claim to COUNTY, later discovers the

falsity of the claim, and fails to disclose the false claim to COUNTY within a reasonable time after discovery of the false claim.

**13. INSURANCE.** SUBRECIPIENT certifies it is insured or self-insured for general liability exposures with limits of no less than \$1 million per occurrence. SUBRECIPIENT certifies it is insured or self-insured for workers' compensation and maintains statutory limits. SUBRECIPIENT agrees that coverage limits specified within the Agreement will not be used to reduce limits of coverage from SUBRECIPIENT'S full policy limits. Insurance Policies will not be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce available coverage and limits from the insurer. Failure to maintain or renew coverage may be a material breach of this Agreement.

**14. LIABILITY OF COUNTY.** COUNTY's payment obligations to SUBRECIPIENT for FY 2018 SHSGP funds are limited by all provisions and other requirements specified in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall COUNTY be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages arising out of or in connection with this Agreement, including, but not limited to, lost profits, equipment purchased, or activities performed in connection with this Agreement.

**15. HOLD HARMLESS, INDEMNIFICATION, AND DEFENSE.**

(a) To the fullest extent permitted by law, SUBRECIPIENT must indemnify, defend (at SUBRECIPIENT'S sole cost and expense and with legal counsel approved by COUNTY, which approval may not be unreasonably withheld), protect, and hold harmless COUNTY, all subsidiaries, divisions and affiliated agencies of COUNTY, and all of their representatives, partners, designees, officers, directors, employees, consultants, agents, successors and assigns, (each, an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional expert or consultants' fees and costs and COUNTY general and administrative expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise out of, pertain to, or relate (directly or indirectly) to the negligence, recklessness, or misconduct of SUBRECIPIENT with respect to any activities and/or programs performed, training provided, or items purchased or used under or in relation to this Agreement (including, without limitation, the acts, errors, and/or omissions of SUBRECIPIENT, its principals, officers, agents, employees, vendors, suppliers, consultants, sub-consultants, contractors, anyone employed directly or indirectly by any of them, or for whose acts they may be liable, or any or all of them). SUBRECIPIENT'S obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, then SUBRECIPIENT'S indemnification obligation shall be reduced in proportion to the established comparative liability.

(b) The duty to defend is a separate and distinct obligation from SUBRECIPIENT'S duty to indemnify. SUBRECIPIENT shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, the Indemnified Parties immediately upon tender to SUBRECIPIENT of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. Payment to SUBRECIPIENT by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party cannot be a condition precedent to enforcing the Indemnified Party's rights to defense or indemnification under this Agreement. An allegation or determination that persons other than

SUBRECIPIENT are responsible for the Claim does not relieve SUBRECIPIENT from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if SUBRECIPIENT asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an Indemnified Party, then SUBRECIPIENT may submit a claim to the COUNTY for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Indemnified Party. SUBRECIPIENT'S indemnification obligations under this Agreement will survive the expiration or earlier termination of this Agreement until action against the Indemnified Parties for the matter indemnified is fully and finally barred by the applicable statute of limitations or statute of repose. SUBRECIPIENT'S liability for indemnification under this Agreement is in addition to any liability SUBRECIPIENT may have to COUNTY for a breach by SUBRECIPIENT of any of the provisions of this Agreement. Under no circumstances may the insurance requirements and limits set forth in this Agreement be construed to limit SUBRECIPIENT'S indemnification obligation or other liability under this Agreement. The terms of this Agreement are contractual and the result of negotiation between the Parties.

(c) SUBRECIPIENT must indemnify and hold COUNTY harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses, for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trade mark, and all other intellectual property claims of any person or persons in consequence of the use by COUNTY, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

#### 16. TERMINATION

(a) Without Cause (For Convenience): Either Party may terminate this Agreement for convenience by giving thirty (30) days' prior written notice to the other Party of its intention to terminate pursuant to this provision, specifying the date of termination. COUNTY will not pay lost anticipated profits or other economic loss resulting from termination of this Agreement. After receiving a notice of termination for convenience from SUBRECIPIENT, and prior to the effective date of termination, COUNTY may, in its sole discretion, continue to disburse grant funding to SUBRECIPIENT for the programs or activities permitted under this Agreement and specified in the effective Award Letter(s); however, COUNTY specifically reserves the right to cancel or modify some of the programs or activities specified in the Award Letter if it seems infeasible for SUBRECIPIENT to complete its work before the termination of the contract. Any funding disbursed to SUBRECIPIENT but not yet spent at the time the Agreement is terminated must be returned to COUNTY. All such disbursements continue to be subject to the restrictions otherwise provided in this Agreement or by law.

COUNTY will not impose sanctions on SUBRECIPIENT for a termination for convenience.

(b) With Cause: Either party may terminate this Agreement immediately, by written notice to the other Party, should the other Party:

- (1) be adjudged a bankrupt, or
- (2) become insolvent or have a receiver appointed, or
- (3) make a general assignment for the benefit of creditors, or
- (4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement.

COUNTY also reserves the right to immediately suspend and/or to terminate this Agreement, for cause, upon discovery of a material breach by SUBRECIPIENT. A material breach includes, but is not limited to, (i) SUBRECIPIENT's failure to comply with the terms and conditions of this Agreement or of any Award Letter(s) issued by COUNTY; (ii) a material misrepresentation by SUBRECIPIENT to COUNTY in relation to this grant program; or (iii) failure to comply with all applicable laws or regulations. COUNTY will provide written notice of the material breach and its determination to either suspend or terminate the contract, specifying the date of termination. At COUNTY's sole discretion, COUNTY may provide SUBRECIPIENT with a reasonable period of time to cure the breach. If COUNTY terminates this Agreement for cause, COUNTY reserves the right to reduce, modify, or eliminate any or all of this subaward and any other outstanding SHSGP subawards to SUBRECIPIENT. Upon demand by COUNTY, SUBRECIPIENT agrees to immediately return FY 2018 SHSGP funding that has been disbursed to SUBRECIPIENT and which remains in SUBRECIPIENT's possession at the time this Agreement is terminated. In addition, the payment of any grant funds that have yet to be disbursed for work already completed by SUBRECIPIENT under this Agreement remains subject to the restrictions on payments otherwise provided in this Agreement and by law, and is further conditioned on COUNTY's confirmation of SUBRECIPIENT's satisfactory completion of the activities or programs specified in this Agreement and any related Award Letter(s).

COUNTY will not pay lost anticipated profits or other economic loss, nor will the County pay compensation or make reimbursement to cure any breach arising out of or resulting from such termination for cause. If this Agreement is terminated for cause, COUNTY may impose sanctions, including possible rejection of future proposals based on specific causes of non-performance. Furthermore, if this Agreement is terminated for SUBRECIPIENT's failure to comply with applicable federal statutes or regulations, including those specifically incorporated into this Agreement by reference, SUBRECIPIENT is advised that the COUNTY's termination decision may be considered in evaluating future applications for federal grant awards.

(c) Effects of Completion or Termination: Expiration, completion, or termination of this Agreement shall not terminate any of SUBRECIPIENT's obligations to indemnify, defend, or hold harmless; to maintain and make available any records pertaining to the Agreement; to cooperate with any audit; to be subject to offset; to make any reports of pre-termination contract activities; to honor its obligations related to the disposal or disposition of property purchased with SHSGP funding; to comply with the continuing obligations contained in Exhibit A; or to comply with any other continuing or closeout obligations required by this Agreement or by federal or state law or regulation, including those specified in 2 CFR Part 200. Where SUBRECIPIENT's activities or programs have been terminated by the COUNTY for cause, said termination will not affect any rights of the COUNTY to recover damages from or against SUBRECIPIENT.

(d) Suspension of Performance: Independent of any right to terminate this Agreement, COUNTY Authorized Agents may immediately suspend performance by SUBRECIPIENT, in whole or in part, in response to health, safety or financial emergency, a change in SHSGP grant funding to COUNTY, or a failure or refusal by SUBRECIPIENT to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

**17. RECORDS.** SUBRECIPIENT shall maintain complete and accurate records with respect to the activities, programs, and/or purchases funded by or related to FY 2018 SHSGP funding and/or this Agreement, including all records relating to procurement of goods and services. In addition, SUBRECIPIENT shall maintain complete and accurate records with respect to any payments to employees, subawardees, contractors, or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures and any applicable procedures required by the COUNTY or the

federal or state government. All applicable records shall be clearly identified, maintained on site, and be kept readily accessible.

SUBRECIPIENT further agrees to make all such records available to federal, state, and COUNTY government representatives, as further specified in Exhibit A, Paragraph 9 and Exhibit B, Paragraph 10. SUBRECIPIENT shall ensure that members of the public also have access to such records upon request, in accordance with the Freedom of Information Act and the California Public Records Act. SUBRECIPIENT specifically agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with all of these record keeping and access requirements.

Failure to comply with these requirements may result in suspension of payments under the grant, termination of the grant, or both. SUBRECIPIENT may be ineligible for award of any future grants if COUNTY or Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

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

**COUNTY:**

Andrew Lockman  
Emergency Services Manager  
Tulare County HHS/Office of  
Emergency Services  
5957 S Mooney Blvd  
Visalia, CA 93277  
Phone No.: (559) 624-7498  
Fax No.: (559) 624-7499

**With a Copy To:**

COUNTY ADMINISTRATIVE OFFICER  
2800 W. Burrel Ave.  
Visalia, CA 93291

Phone No.: (559) 636-5005

Fax No.: (559) 733-6318

**SUBRECIPIENT:**

Eric Kroutil  
Police Chief  
350 N. D Street  
Porterville, CA 93257  
Phone No.: (559) 782-7402  
Fax No.: (559) 784-0705

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth (5<sup>th</sup>) day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

**19. CONFLICTS 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 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, and some or all of the grant money may need to be returned to COUNTY. Such a termination will be treated as a termination for cause, in accordance with

Paragraph 16 above. In all other cases, the remainder of the Agreement shall continue in full force and effect.

**20. MODIFICATION.** No part of this Agreement may be modified without the written consent of both Parties.

**21. EXHIBITS AND RECITALS.** The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

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

**23. FURTHER ASSURANCES.** Each Party will execute any additional documents and perform any further acts which may be reasonably required to effect the purposes of this Agreement.

**24. NO THIRD PARTY BENEFICIARIES.** 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.

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

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

**27. ORDER OF PRECEDENCE.** In the event of any conflict or inconsistency between or among the body of the Agreement and any Award Letter or other communication between COUNTY and SUBRECIPIENT, then the terms and conditions of the body of this Agreement shall prevail.

**28. ASSIGNMENT.** This Agreement is entered into by COUNTY in reliance on the identity and representations made by SUBRECIPIENT, and no part of this Agreement or this subaward (including any equipment purchased with the subaward) may be assigned, transferred, or sold by SUBRECIPIENT without the prior written consent of COUNTY, which consent COUNTY may grant, delay, deny, or condition in its absolute discretion. Any FY 2018 SHSGP funds provided to SUBRECIPIENT and not yet expended at the time of any attempted unauthorized assignment or transfer will be forfeit to COUNTY at the time of attempted assignment or transfer. Furthermore, the voluntary or involuntary assignment of this Agreement to a receiver or trustee in bankruptcy, will constitute a material breach and will automatically terminate this Agreement without advance notice or opportunity to cure.

**29. COMPLIANCE WITH LAWS.** SUBRECIPIENT shall comply with all applicable laws, ordinances, rules, and regulations and obtain and keep current all permits, licenses and/or approvals required by law to perform the activities or services, or to purchase any equipment, specified in this Agreement.

**30. CONFLICT OF INTEREST**

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

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

**31. COUNTERPARTS.** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

**32. CERTIFICATION AND ACKNOWLEDGEMENT:** The undersigned represents that he/she is authorized to enter into this Agreement for and on behalf of the SUBRECIPIENT. As the duly authorized representative of the SUBRECIPIENT, the undersigned hereby certifies that the SUBRECIPIENT has the legal authority to apply for County, State, and Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-Federal share of project cost) to ensure proper planning, management and completion of the project described in the FY2018 SHSGP application, within the prescribed timelines.

The undersigned further acknowledges that the SUBRECIPIENT is responsible for reviewing and adhering to all COUNTY, state, and federal grant award requirements.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year signed by the last Party below.

**SUBRECIPIENT**

By: \_\_\_\_\_  
[Title]

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_

**COUNTY OF TULARE**

By: \_\_\_\_\_  
Chairman, Board of Supervisors

Date: \_\_\_\_\_

ATTEST: JASON T. BRITT  
County Administrative Officer/  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

Approved as to form: County Counsel

By: \_\_\_\_\_  
Deputy, Matter No. 20181694.



CITY COUNCIL AGENDA – MARCH 26, 2019

SUBJECT: Authorization of Street Closure for Music on Main

SOURCE: Parks and Leisure Services

COMMENT: The Music on Main free concert series presented by the Porterville Chamber of Commerce and co-sponsored by the City of Porterville, will be held at Centennial Park Friday evenings April-June and September-October. In addition to the concert, the first Friday of each month will also include various booths and activities to enhance the event. Some of these additional booths and activities are proposed to take place on Cleveland Avenue adjacent to the park between Main Street and the alley just east of the park.

RECOMMENDATION: That the City Council authorize the temporary street closure of Cleveland Avenue between Main Street and the alley just east of Centennial Park from 4:00 PM to 9:00 PM on April 5, May 3, June 7, September 6 and October 4, 2019 for Music on Main.

ATTACHMENTS: 1. Music on Main Street Closure

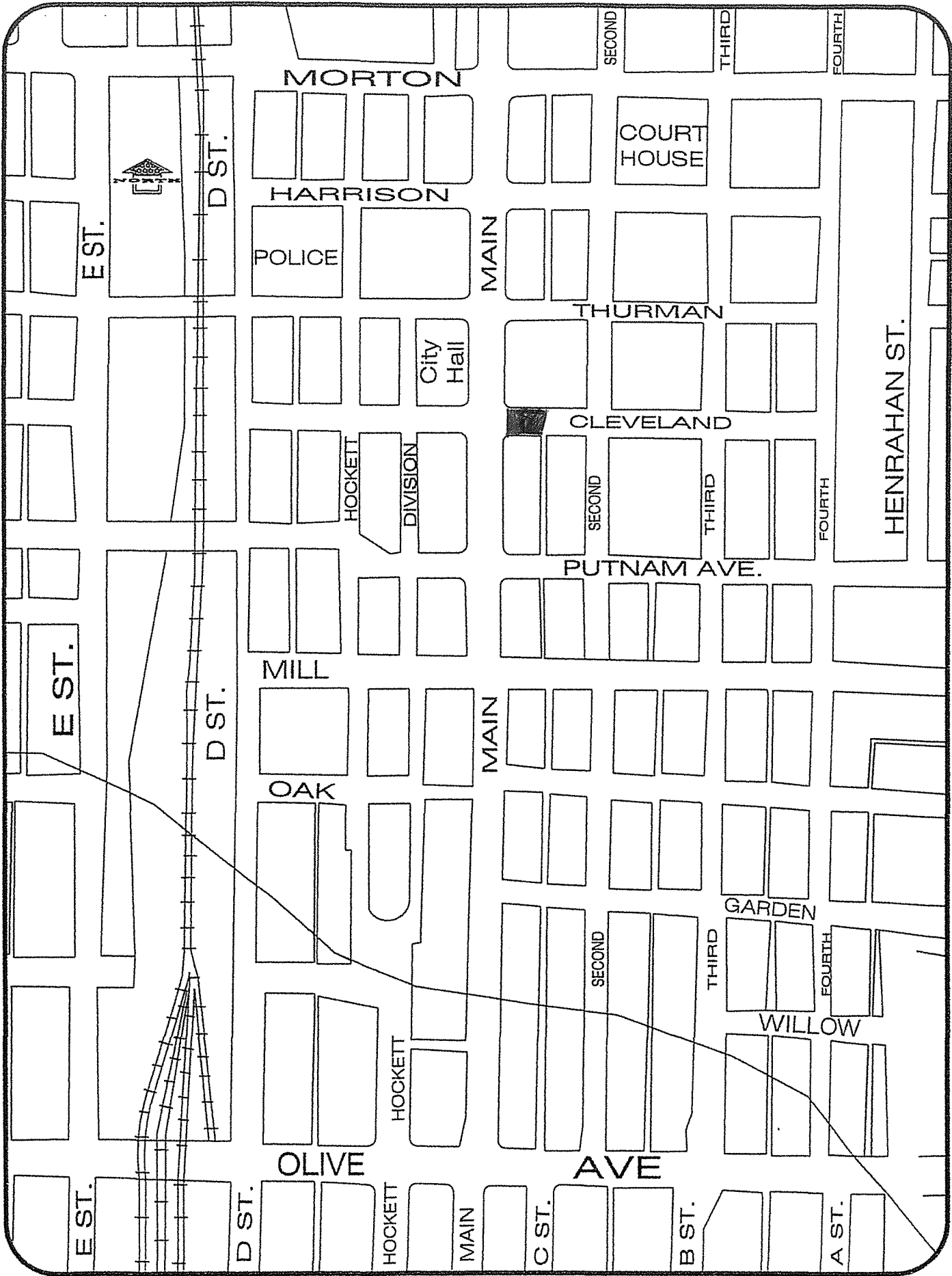
Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager





CITY COUNCIL AGENDA – MARCH 26, 2019

**SUBJECT:** Approval for Community Civic Event - Monache High School FFA Department - Monache FFA Farmer's Day and 5K - March 30, 2019

**SOURCE:** Finance

**COMMENT:** The Porterville Unified School District and Monache High School Ag/FFA Department are requesting approval to hold a 5K run at Monache High School on Saturday, March 30, 2019, from 7:00 a.m. to 3:00 p.m. The 5K run will start at Henderson Avenue and Newcomb Street, head north on Newcomb Street, east on Mulberry Avenue and then continue and finish on the Monache High School campus. The farmer's market will take place on the school campus.

This request is made under the Community Civic Events Ordinance No. 1326, as amended. The application has been routed according to the ordinance regulations and reviewed by all departments involved. The requirements are listed on the attached copy of the application and agreement, Exhibit A and Exhibit B.

**RECOMMENDATION:** That the City Council approve the Community Civic Event Application and Agreement from the Porterville Unified School District, subject to the Restrictions and Requirements contained in the Application and Agreement, Exhibit A and Exhibit B of the Community Civic Event Application.

**ATTACHMENTS:**

1. Community Civic Event Application and Agreement, Exhibit A, Exhibit B, Map, Amplifier Permit and Certificate of Liability Insurance.

Appropriated/Funded:

Review By:

Department Director:  
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

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



(Incomplete applications can delay permit process)

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

DO YOU HAVE? Event Flyer? E-mail address? Website?
Application date: 2/19/2019 Event date: 3/30/2019
Event time: 7:30 AM to 3:00 PM

Name of Event: Monache FFA Farmer's Day and 5K

Sponsoring organization: Monache FFA Phone # 559-359-4137
Address: 960 N Newcomb Porterville, CA 93257

Authorized representative: Carmel Spaulding Phone # 559-359-4137
Address: Same

Event chairperson: James Corbett Phone # 559-623-4430

Location of event Monache Ag Department- Monache Campus
(Location map must be attached)

Type of event: Farmer's Market and 5 K run

Non-profit organization status: PUSD BL00359 Monache 002613

(IRS Determination)

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

Barricades (quantity): Street sweeping Yes No

Police protection Yes No Refuse pickup Yes No

Other: sidewalks Newcomb - Mulberry around Monache

Parks facility application required: Yes No x Attached

Assembly permit required: Yes No x Attached

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

Table with columns for staff roles (Appr., Deny) and names (Bus. Lic. Spvr., Pub. Works Dir., Comm. Dev. Dir., Field Svcs. Mgr., Fire Chief, Parks Dir., Police Chief, Admin. Svcs. Dir.)

# CITY OF PORTERVILLE

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

### What constitutes a Community Civic Event?

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

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

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

D Authorized Representative Initial

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

N/A Authorized Representative Initials

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

N/A Authorized Representative Initials

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

D Authorized Representative Initials

**Toilet rental service:** Applicant shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the City's location. Applicant shall not overload, move or alter the equipment and shall use the equipment for its intended purpose. Applicant shall be responsible for any damages to City's property resulting from company's provision of services hereunder. Applicant shall confirm with the service company the number of portable toilets, standard and handicap, and wash sinks needed for the number of expected attendees.

N/A Authorized Representative Initials

**Agreement:** The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees. Approval of the Community Civic Events Permit by the Porterville City Council pertains only to authorized activities conducted at designated locations within the incorporated area of the City of Porterville, and such approval shall not be construed or interpreted to authorize sponsor utilization of public right-of-ways outside of the jurisdiction of the City of Porterville.

Monache Ag FFA	<i>Carmel Spaulding</i>	2/19/2019
(Name of Organization)	(Signature)	(Date)



# CITY OF PORTERVILLE

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

Name of event: Monache Farmer's Day and 5K

Sponsoring organization: Monache Agriculture and FFA

Event date: March 30, 2019 Hours: 7:30- 3:00PM

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

Closed

<u>Street Name</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
<u>Sidewalks</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
Newcomb	Henderson	Mulberry	
Mulberry	newcomb	Lindale	
continue 5K run on Monache Campus			
<u>Parking lots and spaces</u>	<u>Location</u>		<u>Activity</u>

Requirements for Community Civic Event.  
Porterville Unified School District and  
Monache High School Ag/FFA Department  
Farmer's Day and 5K Run  
March 30, 2019

Finance Director:  
*M. Bemis*

City Engineer:  
*J. Sanchez*

Community Development Manager:                      No comments.  
*J. Phillips*

Field Services Manager:  
*M. Knight*

Fire Marshal:  
*M. Sandoval*

Parks and Leisure Services Director:                      No comments.  
*D. Moore*

Police Lieutenant:    Please see Exhibit B.  
*J. Maniss*

Administrative Services Director:                              See Exhibit A, page 2.  
*P. Hildreth*

## Requirements for Community Civic Event

Sponsor: Porterville Unified School District and  
Monache High School Ag/FFA  
Event: Farmer's Day and 5K Run  
Event Chairman: James Corbett  
Location: Monache High School  
Date of Event: March 30, 2019  
Time of Event: 7:00 a.m. to 3:00 p.m.

### RISK MANAGEMENT: Conditions of Approval

That the Porterville Unified School District provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$1,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permittee's operation and sponsorship of the aforementioned Community Civic Event.

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

## CITY OF PORTERVILLE

### APPLICATION FOR COMMUNITY CIVIC EVENT

#### **Proposed Event:**

Farmer's Day & 5K Run, Monache FFA at Monache High School  
March 30, 2019 from 7:30am – 3:00pm

#### **Staff Comments:** Conditions/Requirements by Police Department

- All street and/or sidewalk closures require City Council approval.
- Participants in any procession on city roadways must comply with all traffic laws and rules of the road. Additionally, they shall not impede traffic or generally interfere with the normal flow of vehicle or pedestrian traffic, and also shall not block or park on sidewalks.
- An Outside Amplifier Permit has been requested and granted. However, event organizers shall not allow music or other amplifications to be played so loud as to unreasonably disturb the peace and good order of the business establishments or neighborhoods in the area.
- Event organizers should consider “follow up” vehicles that have first aid supplies, water, etc., so as to treat or pick up and transport any participant who becomes ill or is otherwise unable to complete the course.
- Event organizers shall contact Porterville Police Lieutenants Rich Standridge or Mark Azevedo at 559-782-7410 or 559-782-7400 in advance of the event in order to determine additional policing concerns/requirements.

Josh Maniss / Lieutenant  
Porterville Police Department

Exhibit B

Google Maps **mulberry**

mulbe



Imagery ©2018 Google, Map data ©2018 Google 100 ft

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



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

1 Name and home address of the applicant: Monache Ag Department

2 Address where amplification equipment is to be used: 960 N Newcomb Porterville, CA 93257

3 Names and addresses of all persons who will use or operate the amplification equipment: Carmel Spaulding  
James Corbett, Christie Bennett, Frank Roche

4 Type of event for which amplification equipment will be used: 5K run

5 Dates and hours of operation of amplification equipment: March 30, 2019 at 7:30 AM to 9:00 am

6 A general description of the sound amplifying equipment to be used: Yamaha 150 PA System

Section 18-9

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

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

Section 18-14

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

Penal Code Section 415 (2)

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

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

Carmel Spaulding  
Signature of Applicant

2/26/19  
Date

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

James Corbett # 4121  
City of Porterville, Chief of Police/Designee

3-4-19  
Date

# CERTIFICATE OF LIABILITY COVERAGE

DATE (MM/DD/YYYY)  
02/20/2019

**ADMINISTRATOR**  
Houston Insurance Services  
Post Office Box 1002  
Tulare, CA 93275  
Phone: (559) 688-2874

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUMS COVERAGE.

**Named Member:**  
Porterville Unified School District  
  
600 West Grand Avenue  
Porterville, CA 93257

Organization A  
**Central Tulare County School Districts Liability Property Joint Powers Authority**  
  
Organization B  
**Central California Schools Authority**

## COVERAGES

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE MEMORANDUM OF COVERAGE AFFORDED BY THE COVERAGE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH MEMORANDUM OF COVERAGE. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ORG LTR	TYPE OF COVERAGE	COVERAGE NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	General Liability <input checked="" type="checkbox"/> Commercial General Liability	CTCS-1701-02	07/01/2018	07/01/2019	General Aggregate	\$5,000,000
					Products/Comp/Ops Agg	Incl.
					Personal & Adv. Injury	\$ 250,000
					Each Occurrence	\$ 250,000
					Fire Damage (Any One Fire)	\$ 250,000
Med Exp (Any One Person)	-					
A	Automobile Liability <input checked="" type="checkbox"/> Owned Auto <input checked="" type="checkbox"/> Non-Owned Auto <input checked="" type="checkbox"/> Hired Auto	CTCS-1701-02	07/01/2018	07/01/2019	Bodily Injury & Property Damage	\$ 250,000
A	School Board Legal Liability	CTCS-1701-02	07/01/2018	07/01/2019	Each Claim	\$ 250,000
					Aggregate	\$5,000,000
B	Excess Liability	CCSA-001-01	07/01/2018	07/01/2019	Each Occurrence	\$9,750,000
					Each Claim	\$9,750,000
					General Liability Aggregate	\$9,750,000
					Wrongful Act Aggregate	\$9,750,000
					Fire Damage (Any One Fire)	\$ 750,000

**Remarks:**

When Required by written contract, agreement, or permit:

- The certificate holder and others are included as a Member(s) for general liability and automobile liability and such coverage is primary and non-contributory as per Coverage A - Section II - Who is A Member, ITEM E; and/or
- The Authority waives its rights of recovery against the certificate holder and others a per common memorandum of coverage conditions L.6.

The Limits of coverage apply separately per Named Member as per Coverage A, Section III-Limits of Coverage B.2 and 3.

Re: Monache FFA Farmer's Day and 5K event on March 30,2019

**CERTIFICATE HOLDER**  
City of Porterville  
291 N. Main Street  
Porterville, CA 93257

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ORGANIZATION WILL MAIL \_\_\_\_\_ 30 \_\_\_\_\_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

*[Signature]*

THIS ENDORSEMENT CHANGES THE MEMORANDUM OF COVERAGE. PLEASE READ IT CAREFULLY

### MEMORANDUM CHANGES

MEMORANDUM NUMBER CTCS-1701-02	ENDORSEMENT EFFECTIVE July 1, 2018	ENDORSEMENT NUMBER 11
FIRST NAMED MEMBER Central Tulare County School Districts Liability Property Joint Powers Authority		COVERAGE PARTS AFFECTED Coverage A; and Coverage B

### CHANGES

#### Notice of Cancellation to Certificate Holder Endorsement

This endorsement amends the **Common Memorandum of Coverage Conditions, B. Cancellation** by adding the following:

4. If this coverage is cancelled for any reason before the expiration date and we have issued a certificate of liability coverage to a certificate holder, we will mail thirty (30) day written notice of cancellation to the certificate holder. Notice shall be sent by any means of our choosing. The notice to the certificate holder will state the effective date of the cancellation.

Failure to provide notice in accordance with the terms of this endorsement does not:

- (a) Alter the effective date of the cancellation;
- (b) Render the cancellation ineffective;
- (c) Grant, alter, or extend any rights or obligations under this **memorandum of coverage**; or
- (d) Extend the coverage beyond the effective date of the cancellation.

23. Damages, or loss, costs or expenses because of **bodily injury, personal injury, advertising injury, or property damage** arising directly or indirectly out of:
- a. Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information; or
  - b. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, costs or expenses incurred by a **Member** or others arising out of that which is described in a. or b. above.

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## SECTION II - WHO IS A MEMBER

**A. You are a Member.**

**B. Each of the following is a Member while acting within the scope of their duties as such:**

1. All persons who were, are now, or will be **your** elected or appointed officials or members of the Board of Education, Board of Trustees, School Directors, Superintendents, Assistant Superintendents, Administrators, Assistant Administrators, Principals, Vice Principals, School Committee, or any equivalent administrative position.
2. Current or former commissions, boards or other entities, including their current or former members, under **your** exclusive operation and jurisdiction.
3. All of **your** current or former employees including teachers, student teachers, or school administrators while acting within the scope of their duties for the **Member** and under **your** direction and control.
4. All persons who perform a service on a volunteer basis for **you**, provided such performance is under **your** direction and control. This does not include any person working on retainer or as an independent contractor.
5. Student Body Organizations, Parent-Teacher Organizations, Booster Clubs and Non-Profit organizations approved by **your** governing board as on file with **us**.
6. Students, including the parents or legal guardians of those students, who serve as members of **your** safety patrol, but only with respect to liability arising out of service by the student as a safety patrol member.
7. Students enrolled in **your** students in practicum program while engaged in academic studies or work experience relating to **your** students in practicum program during the coverage period.
8. The estate of any person in 1. through 6. above.

**D. Any person, entity, or any organization while acting as your real estate manager.**

E. Any person, entity, or any organization you are required by a covered contract to include as a Member. This coverage will be limited to the extent of coverage and Limits of Liability required by the covered contract and will not increase the limits stated in SECTION III - LIMIT(S) OF COVERAGE or alter any of the terms of coverage stated in this Coverage Part. The covered contract must be effective and executed prior to a covered occurrence. If other valid and collectible insurance is available to the additional Member to pay damages and/or claim expenses due to an occurrence, then our indemnification obligations is excess over such other insurance covering the additional Member, whether such other insurance is written on a primary, excess, contingent or on any other basis. If a written contract or written agreement specifically requires the coverage as provided by Coverage Part A to apply as primary to, and on a non-contributory basis with, any other available insurance to the additional Member we agree to do so.

F. Any other person, entity or any organization We have has issued an Endorsement to this Coverage Memorandum adding the person, entity or organization as a Member.

G. With respect to:

Mobile equipment or any auto, any person is a Member while driving such auto or mobile equipment with your permission. Any person, entity, or organization responsible for the conduct of such person is also an Member, but only with respect to bodily injury or property damage arising out of the operation of the auto or mobile equipment.

However, the owner or anyone else from whom you hire or borrow an auto is a Member only if that auto is a trailer connected to an auto you own.

However, no person, entity, or organization is a Member under this paragraph e. with respect to:

1. Property damage to property owned by you or the employer of any person who is a Member under this provision;
2. Any auto you hire or borrow from one of your employees, volunteers or members of their households, if they are the owner of such auto, unless acting within the scope of their duties on your behalf;
3. Any auto being used by a person employed in the business of selling, servicing, repairing, or parking autos unless they are your employees; or
4. The movement of property to or from an auto except you, your employees, lessees or borrowers of such auto, and any employee of the lessees or borrowers.

H. Any entity or organization you newly acquire or form and over which you have exclusive jurisdiction will qualify as a Named Member if there is no other similar insurance available to that entity or organization. However:

1. Coverage under this provision is afforded only until the 90th day after you acquire or form the entity or organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to bodily injury or property damage that occurred before you acquired or formed the entity or organization; and
3. Coverage does not apply to personal injury or advertising injury arising out of an offense committed before you acquired or formed the entity or organization.

I. No person, entity, or organization is a Member with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Member in the Annual Renewal Statement.

### SECTION III - LIMIT(S) OF COVERAGE

- A. The **Limit(s) of Coverage** shown in **Item 2.** of the **Annual Renewal Statement** and the rules below fix the most we will pay under this Coverage Part regardless of the number of:
1. **Members;**
  2. **Claims made or suits brought; or**
  3. **Persons or organizations making claims or bringing suits.**
- B. 1. The each **occurrence Limit of Coverage** is the most we will pay for **ultimate net loss** under **Coverage Part A** for any single **occurrence**.
2. Subject to subparagraph B. 1. above, the **Coverage Part A Aggregate Limit** is the most we will pay for all **ultimate net loss** during the coverage period for all covered **occurrences** for each **Named Member**, except **ultimate net loss** because of **bodily injury** or **property damage** arising from the **automobile hazard**.
3. Subject to B.1 and B.2 above, the **Coverage Part A each Occurrence Limit of Coverage and Aggregate Limit** shown in **Item. Limit(s) of Coverage, Coverage Part A,** of the **Annual Renewal Statement**, or amended by **Endorsement**, applies separately to each **Named Covered Member** under the **Memorandum of Coverage**.
- C. If any **occurrence** covered in whole or in part under **Coverage Part A** of this **Memorandum of Coverage** (or any preceding or succeeding **Memorandum of Coverage** issued by **US** also constitutes a **wrongful act(s)** covered in whole or in part under **Coverage Part B** of this **Memorandum of Coverage** (or any preceding or succeeding **Memorandum of Coverage** issued by **US**, then only the Coverage Part with the higher limits for the each **occurrence (Coverage Part A)** or each **claim(s) (Coverage Part B) Limit(s) of Coverage** as listed on the **Annual Renewal Statement** or any **Endorsement** will apply. If the each **occurrence (Coverage Part A)** and the each **claim(s) (Coverage Part B) Limit(s) of Coverage** as listed on the **Annual Renewal Statement** or any **Endorsement** are equal, only one limit will still apply and it will be the each **occurrence (Coverage Part A) Limit(s) of Coverage**.
- D. The **Limit(s) of Coverage** applies separately to each consecutive annual period, and to any remaining period of less than twelve (12) months, starting with the beginning of the coverage period shown on the **Annual Renewal Statement**, unless the coverage period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the **Limit(s) of Coverage**.
- 

### SECTION IV - DEFINITIONS

- A. **Advertising injury** means injury arising out of one or more of the following **offenses** committed in the course of advertising **your** goods, products or services:
1. Electronic or other publication, transmission, dissemination or storage of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
  2. Electronic or other publication, transmission, dissemination or storage of material that violates a person's right of privacy;

## K. SEPARATION OF MEMBERS

Except with respect to the relevant **Limit(s) of Coverage** and any applicable exclusion(s), this Memorandum of Coverage applies:

1. As if each **Named Member** were the only **Named Member**; and
2. Separately to each **Member** against whom **claim** or **suit** is brought.

## L. SUBROGATION- RECOVERY FROM OTHERS

1. We have the right to recover all payments which we have made to or on behalf of the **Member** from anyone liable for a loss. If the **Member** recovers from anyone liable for a loss, we will be reimbursed first from such recovery to the extent of our payments to or on behalf of the **Member**. The **Member** expressly waives any rights it may have to recoup any uncovered portions of any loss prior to **our** recovery of the full amounts we paid hereunder.
2. If the **Member** does not commence an action or proceeding to recover damages from anyone liable for a loss paid by **us**, the **Member** agrees to timely assign all of its rights of recovery to us and also agrees that we have the rights of the **Member** to recover from anyone liable for a loss. The **Member** will do everything necessary to protect those rights and help us to enforce them.
3. Any such recovery will be allocated in the following order:
  - a. First, to reimburse any other Memorandum of Coverage or insurance for coverage in excess of this Memorandum of Coverage's relevant **Limit(s) of Coverage** set forth on the **Declaration Page** or any endorsement, or to reimburse the **Member** to the extent there is no such other memorandum of Coverage or insurance;
  - b. Then, we will be reimbursed for all of **our** payments under this Memorandum of Coverage;
  - c. Then, any other Memorandum of Coverage or insurance that we are excess above will be reimbursed for all of their payments, if any;

- d. Finally, any balance of the recovery will be paid to the **Member**.
4. Expenses of all proceedings to recover from anyone liable for loss covered by this Memorandum of Coverage will be deducted from any amount which has been recovered prior to the allocation in accordance with paragraph 3. above.
5. If such action is commenced by the **Member**, with our prior approval, and the expenses incurred in obtaining recoveries exceeds the amount recovered, if any, the excess expense will be apportioned between the parties in proportion to the liability of each party for the loss before the recovery was obtained, if such an action or proceeding undertaken solely by us results in no recovery, we will pay all related expenses.
6. Notwithstanding anything to the contrary in paragraphs 1. through 5. Above, in the event we make any payment under this Memorandum of Coverage, we will waive **our** right of recovery against any person or organization with whom the **Member** has:
  - a. Agreed in a written contract, agreement or permit that is effective and executed prior to the date of an **occurrence** or **wrongful act(s)**, to waive its subrogation, contribution, or indemnity rights; or
  - b. Performed or received work under a letter of intent, work order, or other letter of understanding provided that the **Member** can demonstrate that such letter of intent, work order, or other letter of understanding would customarily be reduced to a written contract, agreement or permit that requires the **Member** to waive its subrogation, contribution or indemnity rights.





CITY COUNCIL AGENDA – MARCH 26, 2019

**SUBJECT:** Approval for Community Civic Event - Porterville Chamber of Commerce - Document Shredding Event - March 28, 2019

**SOURCE:** Finance

**COMMENT:** The Porterville Chamber of Commerce is requesting approval to hold a document shredding event at the City of Porterville Oak Street parking lot between Hockett Street and Division Street. The Chamber Business and Education Committee will host this event on Thursday, March 28, 2019, from 9:00 a.m. to 1:00 p.m.

This request is submitted in accordance with the Community Civic Events Ordinance No. 1326, as amended. The application has been routed according to the ordinance regulations and reviewed by all the departments involved. All requirements are listed on the attached copy of the Application and Agreement, Exhibit A and Exhibit B.

**RECOMMENDATION:** That the City Council approve the Community Civic Event Application and Agreement from the Porterville Chamber of Commerce, subject to the Restrictions and Requirements contained in the Application, Exhibit A and Exhibit B of the Community Civic Event Application.

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

**Appropriated/Funded:**

**Review By:**

Department Director:  
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

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



(Incomplete applications can delay permit process)

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

DO YOU HAVE? Event Flyer? E-mail address? Website?
Application date: 2/20/19 (2/28/19) Event date: 3/28/19
Event time: 9am-1pm
Name of Event: shredding event

Sponsoring organization: Porterville Chamber Phone #(559) 784-7502
Address: 93 N Main St. Porterville, CA 93257
Authorized representative: Monte Reyes Phone #(559) 784-7502
Address: 93 N. Main St. Porterville, CA 93257
Event chairperson: Phone #

Location of event: Parking lot behind 93 N. Main St. Porterville, CA 93257
(37 W Oak St.) (Location map must be attached)

Type of event: Document Shredding Event
\*Event will be from 9am-1pm but spaces will be booked early morning
Non-profit organization status: 501(c)(6)

(IRS Determination)
City services requested (fees associated with these services will be billed separately):
Barricades (quantity): 10 Street sweeping Yes No X
Police protection Yes No X Refuse pickup Yes No X
Other:

Parks facility application required: Yes No X Attached
Assembly permit required: Yes No X Attached

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

Table with columns for Appr., Deny, and various staff roles: Bus. Lic. Spvr., Pub. Works Dir., Comm. Dev. Dir., Field Svcs. Mgr., Fire Chief, Parks Dir., Police Chief, Admin. Svcs. Dir.

# CITY OF PORTERVILLE

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

### What constitutes a Community Civic Event?

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

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

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

(M) Authorized Representative Initial

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

(M) Authorized Representative Initials

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

(M) Authorized Representative Initials

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

(M) Authorized Representative Initials

Toilet rental service: Applicant shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the City's location. Applicant shall not overload, move or alter the equipment and shall use the equipment for its intended purpose. Applicant shall be responsible for any damages to City's property resulting from company's provision of services hereunder. Applicant shall confirm with the service company the number of portable toilets, standard and handicap, and wash sinks needed for the number of expected attendees.

(M) Authorized Representative Initials

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees. Approval of the Community Civic Events Permit by the Porterville City Council pertains only to authorized activities conducted at designated locations within the incorporated area of the City of Porterville, and such approval shall not be construed or interpreted to authorize sponsor utilization of public right-of-ways outside of the jurisdiction of the City of Porterville.

Porterville Chamber of Commerce	 (Signature)	2/20/19 (Date)
(Name of Organization)		



# CITY OF PORTERVILLE

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

Name of event: Shredding Event

Sponsoring organization: Porterville Chamber of Commerce

Event date: March 28, 2019

Hours: Event will be from 9am-1pm  
but spaces will be blocked  
early morning

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

Closed

<u>Street Name</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
<u>Sidewalks</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
<u>Parking lots and spaces</u>	<u>Location</u>		<u>Activity</u>
Hockett & Division Parking Lot	parking lot between Hockett and Division 16 stalls *see map* 37 W. Oak St.		Shredder & Dumpster

Requirements for Community Civic Event  
Porterville Chamber of Commerce  
Shredding Event  
March 28, 2019

Finance Director:  
*M. Bemis*

City Engineer:  
*J. Sanchez*

Community Development Manager      No comment.  
*J. Phillips*

Field Services Manager:  
*M. Knight*

Fire Marshal:      Approved.  
*M. Sandoval*

Parks and Leisure Services Director:      No comment.  
*D. Moore*

Police Lieutenant:      Please see Exhibit B.  
*J. Maniss*

Administrative Services Director:      Please see Exhibit A, page 2.  
*P. Hildreth*

## Requirements for Community Civic Event

Sponsor: Porterville Chamber of Commerce  
Event: Shredding Event  
Event Chairman: Monte Reyes  
Location: 37 W. Oak Street parking lot  
Date of Event: March 28, 2019  
Time of Event: 9:00 a.m. to 1:00 p.m.

### RISK MANAGEMENT: Conditions of Approval

That the Porterville Chamber of Commerce provide a Certificate of Commercial General Liability Insurance Coverage at least as broad as Insurance Services Office form CG 00 01, evidencing coverage of not less than \$1,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Officials, Employees, Agents, and Volunteers as Additional Insured for bodily injury and property damage, including without limitation, blanket contractual liability arising from, or in connection with, the Permittee's operation and sponsorship of the aforementioned Community Civic Event. Applicant's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10.

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

**CITY OF PORTERVILLE**  
**Community Civic Event Application**

**Porterville Chamber of Commerce**  
**Shredding Event**  
**March 28, 2019, 9:00 am to 1:00 pm**

Proposed Conditions/Requirements for Shredding Event

- All street closures in the city require City Council approval.
- Ensure highly visible and adequate barricades/barriers are used to warn motorists of non-access to closed street and prevent vehicle access to those designated areas.
- At the conclusion of the event, event organizers shall ensure streets and parking lots are promptly cleared of any vehicles, equipment, booths or anything that could prevent a hazard to pedestrians or vehicles traveling in the area.

Josh Maniss, Lieutenant  
Police Department- Services Division

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



NONE

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

- 1 Name and home address of the applicant: \_\_\_\_\_
- 2 Address where amplification equipment is to be used: \_\_\_\_\_
- 3 Names and addresses of all persons who will use or operate the amplification equipment: \_\_\_\_\_
- 4 Type of event for which amplification equipment will be used: \_\_\_\_\_
- 5 Dates and hours of operation of amplification equipment: \_\_\_\_\_
- 6 A general description of the sound amplifying equipment to be used: \_\_\_\_\_

**Section 18-9** It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort of the occupants of nearby residences.

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

**Section 18-14** It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall by the council be deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 6312)

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

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

No Amplifier

*[Signature]*  
Signature of Applicant

2/28/19  
Date

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

\_\_\_\_\_  
City of Porterville, Chief of Police/Designee

\_\_\_\_\_  
Date

Hockett St.

Shredding  
Event Exit



Shredding Truck  
6 Stalls  
+2 additional Stalls  
= 8 Total Stalls

Additional 7+ stalls  
+Transit Center  
Parking

Shredding  
Event Entrance

For safety reason we will  
barricade  
8 Stalls directly across from the

Additional 15+  
Stalls

Oak St.

Handicap

Handicap  
Gap Stall

Handicap



W

S

N

E

Additional 10+  
Stalls

NTS





PORTCHA-01

JMADRIGAL

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/28/2019

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

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

<b>PRODUCER</b> License # 0D44424 Walter Mortensen Insurance / INSURICA 126 N. Main Street Porterville, CA 93257	<b>CONTACT NAME:</b> Jacqueline Madrigal	
	<b>PHONE (A/C, No, Ext):</b> (559) 560-3215	<b>FAX (A/C, No):</b> (559) 781-3229
<b>E-MAIL ADDRESS:</b> Jacqueline.Madrigal@INSURICA.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> NOVA Casualty Company		<b>42552</b>
<b>INSURER B :</b>		
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**INSURED**

Porterville Chamber of Commerce  
 93 N. Main St.  
 Porterville, CA 93257-3711

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	CF1-ML-10000756-01	05/28/2018	05/28/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate holder is listed as additional insured with respect to the general liability if required or agreed to in a written contract subject to all provisions and limitations of the policy. Reference: Shredding Event March 28, 2019

## CERTIFICATE HOLDER

## CANCELLATION

City of Porterville  
 291 N Main Street  
 Porterville, CA 93257

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

AUTHORIZED REPRESENTATIVE

*René J. B. L.*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

CITY OF PORTERVILLE  
291 N MAIN ST  
PORTERVILLE, CA 93257-3737

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

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



CITY COUNCIL AGENDA – MARCH 26, 2019

**SUBJECT:** Approval for Community Civic Event - American Cancer Society - Porterville Relay for Life Kick Off - April 6, 2019

**SOURCE:** Finance

**COMMENT:** The American Cancer Society, Inc. is requesting approval to hold a community civic event and fundraiser on April 6, 2019 at Centennial Park from 10 a.m. to 2:00 p.m. to kick off the Porterville Relay for Life annual event.

This application is submitted in accordance with the Community Civic Events Ordinance No. 1326, as amended and has been routed according to the ordinance regulations and reviewed by all departments involved. All requirements are listed on the attached Application and Agreement, Exhibit A and Exhibit B.

**RECOMMENDATION:** That the City Council approve the attached Community Civic Event Application and Agreement submitted by the American Cancer Society, Inc., subject to the stated requirements contained in the Application and Agreement, Exhibit A and Exhibit B.

**ATTACHMENTS:**

1. Community Civic Event Application, Agreement, Exhibit A, Exhibit B, Map, Outside Amplifier Permit and Certificate of Liability Insurance.

Appropriated/Funded:

Review By:

Department Director:  
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager



# CITY OF PORTERVILLE

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

### What constitutes a Community Civic Event?

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

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

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

RB Authorized Representative Initial

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

RB Authorized Representative Initials

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

RB Authorized Representative Initials

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

RB Authorized Representative Initials

Toilet rental service: Applicant shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the City's location. Applicant shall not overload, move or alter the equipment and shall use the equipment for its intended purpose. Applicant shall be responsible for any damages to City's property resulting from company's provision of services hereunder. Applicant shall confirm with the service company the number of portable toilets, standard and handicap, and wash sinks needed for the number of expected attendees.

RB Authorized Representative Initials

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees. Approval of the Community Civic Events Permit by the Porterville City Council pertains only to authorized activities conducted at designated locations within the incorporated area of the City of Porterville, and such approval shall not be construed or interpreted to authorize sponsor utilization of public right-of-ways outside of the jurisdiction of the City of Porterville.

Porterville Relay for Life

(Name of Organization)

Imma Wallace

(Signature)

2/12/2019

(Date)





Requirements for Community Civic Event  
American Cancer Society, Inc.  
Relay For Life Kickoff  
April 6, 2019

Finance Director:  
*M. Bemis*

City Engineer:  
*J. Sanchez*

Community Development Manager:      No comment.  
*J. Phillips*

Field Services Manager:                      No comments.  
*M. Knight*

Fire Marshal:                                      Approved.  
*M. Sandoval*

Parks and Leisure Services Director:      Vehicles to remain off the grass.  
*D. Moore*

Police Lieutenant:                              Please see Proposed Conditions/  
*J. Maniss*    Requirements for Event in Exhibit B.

Administrative Services Director:              See Exhibit A, Page 2.  
*P. Hildreth*

## Requirements for Community Civic Event

Sponsor: American Cancer Society, Inc.  
Event: Relay for Life Kickoff  
Event Chairman: Patrick Braddock  
Location: Centennial Park  
Date of Event: April 6, 2019

### RISK MANAGEMENT: Conditions of Approval

That the American Cancer Society, Inc., provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$1,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permitted operation and sponsorship of the aforementioned Community Civic Event

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

**CITY OF PORTERVILLE/POLICE DEPARTMENT  
Community Civic Event Application**

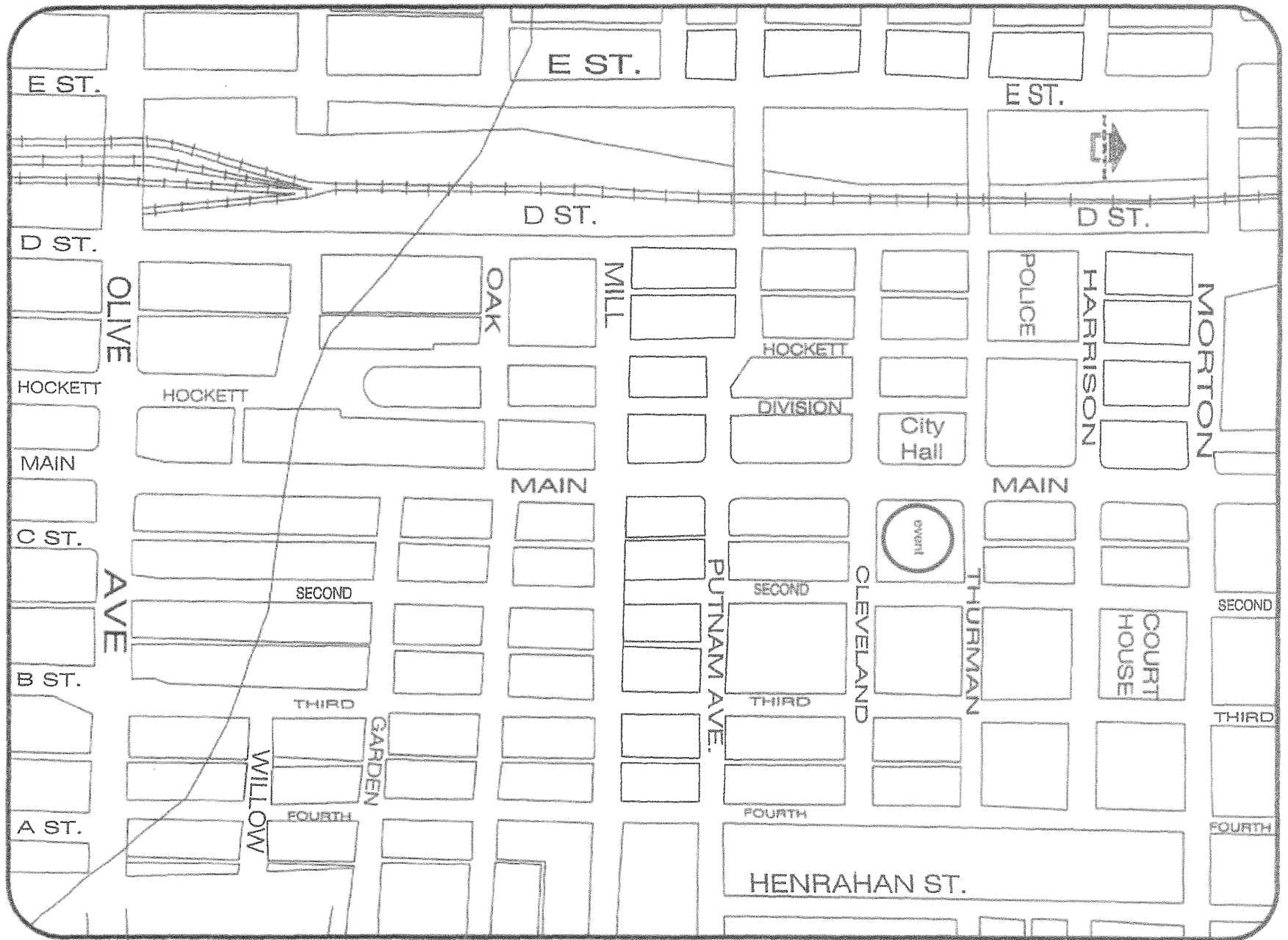
**Porterville Relay for Life Kick Off  
April 6, 2019, 10:00 am to 2:00 pm  
Centennial Park**

Proposed Conditions/Requirements for Relay for Life

- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- An Outside Amplifier Permit has been approved and granted. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of event, event organizers shall ensure the park is promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to pedestrians or vehicles traveling through this area.

Lieutenant Josh Maniss  
Porterville Police Department

Exhibit B



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



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

1 Name and home address of the applicant: Patrick Braddock 129 N. Anthony St, Visalia, CA

2 Address where amplification equipment is to be used: Centennial Park Porterville

3 Names and addresses of all persons who will use or operate the amplification equipment: Kim Wallace OR PATRICK

4 Type of event for which amplification equipment will be used: Kick off event to Bring Awareness to our Porterville  
Relay for Life 2019 event on October 5-6.

5 Dates and hours of operation of amplification equipment: 9AM - 2PM

6 A general description of the sound amplifying equipment to be used: Mike and PA speaker

Section 18-9 It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort of the occupants of nearby residences.

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

Section 18-14 It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall by the council be deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 6312)

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

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

[Signature]  
Signature of Applicant

3/1/19  
Date

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

A. MAMUND # L121  
City of Porterville, Chief of Police/Designee

3-1-19  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/1/2019

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

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<b>PRODUCER</b> Commercial Lines – (404) 923-3700 USI Insurance Services LLC 3475 Piedmont Road NE, Suite 800 Atlanta, GA 30305-2886	<b>CONTACT NAME:</b> Jennifer Lefler <b>PHONE (A/C, No, Ext):</b> 470-875-0441 <b>E-MAIL ADDRESS:</b> jennifer.lefler@usi.com	<b>FAX (A/C, No):</b> 610-537-1929
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> American Cancer Society, Inc. 250 Williams Street, NW 4th Floor Atlanta, GA 30303	<b>INSURER A:</b> ACE American Insurance Company	<b>NAIC #</b> 22667
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	


**COVERAGES** **CERTIFICATE NUMBER:** 13977007 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		HDOG71210170	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 2,500 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 25,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: COIR00009132; Porterville RFL Kickoff; Centennial Park; Event Date: April 6, 2019

The City of Porterville and Successor Agency to the Porterville Redevelopment Agency are included as an additional insured in accordance with the terms and conditions of the general liability policy and only if required by written contract or agreement.

<b>CERTIFICATE HOLDER</b> City of Porterville Successor Agency of the Porterville Redevelopment Agency 291 N. Main Street Porterville, CA 93257	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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CITY COUNCIL AGENDA – MARCH 26, 2019

SUBJECT: Request for Proclamation - Child Abuse Prevention Month - April 2019

SOURCE: Administrative Services

COMMENT: At its meeting of October 1, 2013, the Council amended the process by which proclamations are approved, and affirmed the process at its meeting on February 21, 2017. The process requires that all proclamations must be sponsored by one Council Member, after which the request is then placed on the Council's agenda for consideration and approval by a majority of the Council.

The Family Crisis Center has requested that the Council consider approval of a proclamation to proclaim April 2019, as "Child Abuse Prevention Month." Council Member Stowe is sponsoring this proclamation request. If approved, the applicants request that the proclamation be presented at the April 2nd Council meeting.

RECOMMENDATION: That the City Council consider approval of the request to proclaim April 2019 as "Child Abuse Prevention Month" in Porterville.

ATTACHMENTS: 1. Request for Proclamation

Appropriated/Funded: N/A

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: Patrice Hildreth, Administrative Services Dir



City of Porterville  
**REQUEST FOR PROCLAMATION**

Date of Request: 03/01/2019

Name of Event/Individual: Child Abuse Prevention Month  
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: Family Crisis Center

Name of Contact Person: Andrea Morales

Address: 211 N. Main St. Porterville, CA 93257

Phone: 559-781-7462 ext 109 FAX: 559-781-6240

E-mail: amorales@ccfamilycrisis.org

I would like the proclamation:  presented at a Council Mtg.  mailed  call for pick-up

Date(s) of Event: April 2019

Date of Council Meeting to be presented, if applicable: 04/02/2019  
(Council meets 1<sup>st</sup> and 3<sup>rd</sup> Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:  
Andrea Morales

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation. If assistance is needed, or if you need a sample provided, or to return this form, contact:

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

All requests require a sponsorship by a member of the Council prior to being placed on a City Council Agenda for consideration, and are subject to approval by a majority of the Council. Please see the attached language regarding the process and timelines for submittal.

City Clerk's Section

Request Received: 3/1/19 Sponsored by: Stowe Date: 3/1/19

Approved by Council: yes  no  Date: \_\_\_\_\_

Notification to Contact person done (date): \_\_\_\_\_ in writing  by phone

Items (s)  mailed \_\_\_\_\_  faxed \_\_\_\_\_  picked up \_\_\_\_\_

Comment: \_\_\_\_\_

## Excerpt from the CITY COUNCIL PROCEDURAL HANDBOOK

### F. Proclamation Approval Process

All Proclamations must be submitted at least 72 hours before noon on the Thursday before the next City Council Meeting to be considered for approval by the City Council. All received proclamations are to be scanned and emailed to all Council Members within one business day of being received. Each Council Member will have until noon on the Thursday before the next Council Meeting to contact the City Manager's Office to sponsor submitted proclamations. Proclamations receiving one sponsor will be placed on the next Council agenda as a Consent Calendar item. Those not receiving a sponsor will be disregarded. If multiple sponsors are received, the first Council Member to respond will be deemed the proclamation's sponsor. (*M.O. 13-100113, October 1, 2013.*)

WHEREAS: April is National Child Abuse Prevention Month, symbolized by the Blue Ribbon; and

WHEREAS: the Child Maltreatment 2017 Report, by the Children’s Bureau of the U.S. Department of Health and Human Services, confirmed 65,342 victims of child abuse or neglect in the State of California and 55, 585 of those children were first time victims; and

WHEREAS: child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone in our community; and

WHEREAS: our children are our most valuable resources and will shape the future of California; and

WHEREAS: child abuse can have long-term psychological, emotional, and physical effects that can have lifelong consequences for victims of abuse; and

WHEREAS: protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children;

WHEREAS: effective child abuse prevention activities succeed because of the meaningful connections and partnerships created between child welfare, education, health, community- and faith-based organizations, businesses and law enforcement agencies; a

WHEREAS: communities must make every effort to promote programs and activities that benefit children and their families;

WHEREAS: we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, nurturing environment;

WHEREAS: prevention remains the best defense for our children and families. The impact of abuse and neglect has long-term personal, economic and social costs; therefore, hurting California’s future;

WHEREAS: The Family Crisis Center, Parenting Network, Child Protective Services, Child Advocacy Centers, foster parents, teachers and others work to ensure that children in our community have the opportunity to grow up in a safe, loving environment;

NOW, THEREFORE, I, MARTHA A. FLORES, Mayor of Porterville, on behalf of the Porterville City Council, do hereby proclaim the month of April 2019 as,

"CHILD ABUSE PREVENTION MONTH"

and encourage all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

PROCLAIMED this 2<sup>nd</sup> day of April 2019.

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Martha A. Flores,  
Mayor

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Brian E. Ward,  
Vice Mayor

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Milt Stowe,  
Council Member

---

Monte Reyes,  
Council Member

---

Daniel Penalozza,  
Council Member



CITY COUNCIL AGENDA – MARCH 26, 2019

SUBJECT: Request for Proclamation - Volunteer Appreciation Week - April 7-13, 2019

SOURCE: Administrative Services

COMMENT: At its meeting of October 1, 2013, the Council amended the process by which Proclamations are approved, and affirmed the process at its meeting on February 21, 2017. The process requires that all Proclamations must be sponsored by one Council Member, after which the request is then placed on the Council's agenda for consideration and approval by a majority of the Council.

The Parks and Leisure Services Library Division has requested that the Council consider approval of a Proclamation to proclaim April 7 through 13, 2019, as "Volunteer Appreciation Week" in Porterville. Council Member Peñaloza is sponsoring this Proclamation request. If approved, the Proclamation will be presented at the April 2, 2019, City Council meeting.

RECOMMENDATION: That the City Council consider approval of the request to proclaim April 7-13, 2019, as "Volunteer Appreciation Week" in the city of Porterville.

ATTACHMENTS: 1. Proclamation Request

Appropriated/Funded: N/A

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager



City of Porterville  
**REQUEST FOR PROCLAMATION**

Date of Request: 2/27/19

Name of Event/Individual: Volunteer Appreciation Week  
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: Porterville City Library

Name of Contact Person: Rebecca Jauriqui

Address: \_\_\_\_\_

Phone: Ext 7493 FAX: \_\_\_\_\_

E-mail: rebecca.jauriqui@cityofporterville.org

I would like the proclamation:  presented at a Council Mtg.  mailed  call for pick-up

Date(s) of Event: April 7-13

Date of Council Meeting to be presented, if applicable: April 2  
(Council meets 1<sup>st</sup> and 3<sup>rd</sup> Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:  
Program Volunteer

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation. If assistance is needed, or if you need a sample provided, or to return this form, contact:

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

All requests require a sponsorship by a member of the Council prior to being placed on a City Council Agenda for consideration, and are subject to approval by a majority of the Council. Please see the attached language regarding the process and timelines for submittal.

City Clerk's Section

Request Received: 2/27/19 Sponsored by: Peñalosa Date: 2/27/19

Approved by Council: yes  no  Date: \_\_\_\_\_

Notification to Contact person done (date): \_\_\_\_\_ in writing  by phone

Items (s)  mailed \_\_\_\_\_  faxed \_\_\_\_\_  picked up \_\_\_\_\_

Comment: \_\_\_\_\_

## **City of Porterville**

### **Proclamation**

WHEREAS: the giving of oneself in service to your community empowers the giver that they can make a difference; and

WHEREAS: volunteers show every day through their actions that they truly care about their communities and the people who live in them; and

WHEREAS: volunteers are vital to our future as a caring and productive nation; and

WHEREAS: volunteers are recognized as an important partner with the City of Porterville in providing services to our citizens; and

WHEREAS: the Porterville City Library recognizes that volunteering improves our quality of life and increases community participation and ownership; and

WHEREAS: volunteer week provides us the opportunity to celebrate the contribution of those who generously give their time and talents to improve their communities; and

NOW THEREFORE, I, Martha Flores, Mayor of the City of Porterville, do hereby proclaim April 7-13, 2019, as, "Volunteer Appreciation Week" and urge everyone to give back to their community and become a volunteer.



CITY COUNCIL AGENDA – MARCH 26, 2019

SUBJECT: Request for Proclamation - Porterville Celebrates Reading Day - April 13, 2019

SOURCE: Administrative Services

COMMENT: At its meeting of October 1, 2013, the City Council amended the process by which Proclamations are approved, and affirmed the process at its meeting on February 21, 2017. The process requires that all Proclamations must be sponsored by one Council Member, after which the request is then placed on the Council's agenda for consideration and approval by a majority of the Council.

Porterville Unified School District and Optimist Club of Porterville have requested that the Council consider approval of a Proclamation to proclaim April 13, 2019, as "Porterville Celebrates Reading Day." Vice Mayor Ward is sponsoring this Proclamation request. If approved, the applicants request that the Proclamation be presented at the April 2nd Council meeting.

RECOMMENDATION: That the City Council consider approval of the request to proclaim April 13, 2019, as "Porterville Celebrates Reading Day."

ATTACHMENTS: 1. Request for Proclamation

Appropriated/Funded: N/A

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager



City of Porterville  
REQUEST FOR PROCLAMATION

Date of Request: 3/7/19  
Name of Event/Individual: Porterville Celebrates Reading  
i.e. "Porterville Tourism Week", "Mr. John Doe"  
Name of Sponsoring Organization: Porterville Unified School District  
Optimist Club of Porterville  
Name of Contact Person: Catherine May  
Address: [REDACTED], Porterville  
Phone: 559-788-9053 (cell) FAX: \_\_\_\_\_  
E-mail: cemay@portervilleschools.org

I would like the proclamation:  presented at a Council Mtg.  mailed  call for pick-up

Date(s) of Event: April 13, 2019

Date of Council Meeting to be presented, if applicable: April 2nd, 2019  
(Council meets 1<sup>st</sup> and 3<sup>rd</sup> Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:  
Catherine May

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation. If assistance is needed, or if you need a sample provided, or to return this form, contact:

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

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City Clerk's Section

Request Received: 3/7/19<sup>2</sup> Sponsored by: Ward Date: 3/7/19  
Approved by Council: yes  no  Date: \_\_\_\_\_  
Notification to Contact person done (date): \_\_\_\_\_ in writing  by phone   
Items (s)  mailed \_\_\_\_\_  faxed \_\_\_\_\_  picked up \_\_\_\_\_  
Comment: \_\_\_\_\_

## City of Porterville

### Proclamation

WHEREAS: Research studies have found if students have their own home libraries, then reading and graduation rates would improve; and

WHEREAS: in 1999, Margaret Slattery, a Porterville Unified School District Reading Resource Teacher, organized teachers and community members to create a reading literacy fair for the children of Porterville; and

WHEREAS: with the support from the Rotary Club of Porterville, Optimist Club of Porterville, Breakfast Lions, Porterville Unified School District, Burton School District, Porterville Education Foundation, Porterville Educators Association, Porterville City Council, Porterville Public Library, and Scholastic Books; and

WHEREAS: the first reading literacy fair was held at the Porterville Fairgrounds in the Spring of 2000, where over a thousand elementary age children participated in activities involving books, stories, and songs, and chose a new book to keep as their own; and

WHEREAS: volunteers from schools, community organizations, and businesses have given their time and talents to share the love of books and stories; and

WHEREAS: for these past 20 years, over 17,000 new books have been given to the children of Porterville and now to their children highlighting the shared love of books and reading; and

NOW THEREFORE, I, Martha Flores, Mayor of the City of Porterville, do hereby proclaim April 13, 2019, as,

“Porterville Celebrates Reading Day”



CITY COUNCIL AGENDA – MARCH 26, 2019

SUBJECT: Request for Proclamation - Denim Day - April 24, 2019

SOURCE: Administrative Services

COMMENT: At its meeting of October 1, 2013, the Council amended the process by which proclamations are approved, and affirmed the process at its meeting on February 21, 2017. The process requires that all proclamations must be sponsored by one Council Member, after which the request is then placed on the Council's agenda for consideration and approval by a majority of the Council.

The Family Crisis Center has requested that the Council consider a request to proclaim April 24, 2019, as "Denim Day." Mayor Flores is sponsoring this proclamation request. If approved, the applicant requests that the proclamation be presented at the April 16th, 2019, City Council meeting.

RECOMMENDATION: That the City Council consider approval of the request to proclaim April 24, 2019, as "Denim Day."

ATTACHMENTS: 1. Proclamation Request

Appropriated/Funded: N/A

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: Patrice Hildreth, Administrative Services Dir



City of Porterville  
**REQUEST FOR PROCLAMATION**

Date of Request: 02/28/2019

Name of Event/Individual: Denim Day  
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: Family Crisis Center

Name of Contact Person: Andrea Morales

Address: 211 N. Main St. Porterville, CA 93257

Phone: 559-781-7462 ext 109 FAX: 559-7816240

E-mail: amorales@ccfamilycrisis.org

I would like the proclamation:  presented at a Council Mtg.  mailed  call for pick-up

Date(s) of Event: April 24, 2019

Date of Council Meeting to be presented, if applicable: 04/16/2019  
(Council meets 1<sup>st</sup> and 3<sup>rd</sup> Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:  
Andrea Morales

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation. If assistance is needed, or if you need a sample provided, or to return this form, contact:

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

All requests require a sponsorship by a member of the Council prior to being placed on a City Council Agenda for consideration, and are subject to approval by a majority of the Council. Please see the attached language regarding the process and timelines for submittal.

City Clerk's Section

Request Received: 2/28/19 Sponsored by: Flores Date: 2/28/19

Approved by Council: yes  no  Date: \_\_\_\_\_

Notification to Contact person done (date): \_\_\_\_\_ in writing  by phone

Items (s)  mailed \_\_\_\_\_  faxed \_\_\_\_\_  picked up \_\_\_\_\_

Comment: \_\_\_\_\_

## Excerpt from the CITY COUNCIL PROCEDURAL HANDBOOK

### F. Proclamation Approval Process

All Proclamations must be submitted at least 72 hours before noon on the Thursday before the next City Council Meeting to be considered for approval by the City Council. All received proclamations are to be scanned and emailed to all Council Members within one business day of being received. Each Council Member will have until noon on the Thursday before the next Council Meeting to contact the City Manager's Office to sponsor submitted proclamations. Proclamations receiving one sponsor will be placed on the next Council agenda as a Consent Calendar item. Those not receiving a sponsor will be disregarded. If multiple sponsors are received, the first Council Member to respond will be deemed the proclamation's sponsor. (*M.O. 13-100113, October 1, 2013.*)

- WHEREAS: California and other states have declared April as "Sexual Assault Awareness Month" and the California Coalition Against Sexual Assault (CALCASA) has declared "Denim Day California"; and
- WHEREAS: Both events are intended to draw attention to the fact that rape and sexual assault remain serious issues in our society; and
- WHEREAS: Harmful attitudes about rape and sexual assault allow these crimes to persist and allow survivors to be revictimized through victim-blaming attitudes and unresponsive government systems; and
- WHEREAS: California is a national leader within the judicial, criminal justice, medical, rape crisis, and health communities in promoting victim-centered approaches to victims of crime; and
- WHEREAS: "Sexual Assault Awareness Month" and "Denim Day California" are also intended as methods of calling attention to misconceptions and misinformation about rape and sexual assault, as well as the problem that many in our society remain disturbingly uninformed about assault and forcible rape; and
- WHEREAS: The importance of this issue is underlined by statistics indicating that approximately one-in-four women and one-in-ten men are raped in adulthood and the sexual assault victimization rate for youths under 18 years of age has been documented at one-in-four for girls and one-in-six for boys; and.
- WHEREAS: With proper education on the matter, there is compelling evidence that we can be successful in reducing incidents of this alarming and psychologically damaging crime; and
- WHEREAS: The Legislature strongly supports the efforts of CALCASA to educate persons in our community about the true impact of rape and sexual assault in California.

NOW, THEREFORE, I, Martha A. Flores, Mayor of Porterville, on behalf of the Porterville City Council, do hereby proclaim April 24, 2019 as,

"DENIM DAY"

and encourage all citizens to wear jeans on that day to help communicate the message that there is no excuse for, and never an invitation to, rape.;

PROCLAIMED this 16<sup>th</sup> day of April, 2019.

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Martha A. Flores,  
Mayor

---

Brian E. Ward,  
Vice Mayor

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Milt Stowe,  
Council Member

---

Daniel Peñaloza,  
Council Member

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Monte Reyes,  
Council Member



CITY COUNCIL AGENDA – MARCH 26, 2019

**SUBJECT:** Request for Proclamation - Vaisakhi Day - April 14, 2019

**SOURCE:** Administrative Services

**COMMENT:** At its meeting of October 1, 2013, the Council amended the process by which Proclamations are approved, and affirmed the process at its meeting on February 21, 2017. The process requires that all Proclamations must be sponsored by one Council Member, after which the request is then placed on the Council's agenda for consideration and approval by a majority of the Council.

The Sikh Center of Porterville has requested that the Council consider approval of a Proclamation to proclaim April 14, 2019, as "Vaisakhi Day." Council Member Peñaloza is sponsoring this Proclamation request. If approved, the applicants request that the Proclamation be presented at the April 2nd Council meeting.

**RECOMMENDATION:** That the City Council consider approval of the request to proclaim April 14, 2019, as "Vaisakhi Day" in Porterville.

**ATTACHMENTS:** 1. Request for Proclamation

Appropriated/Funded: N/A

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager



City of Porterville  
REQUEST FOR PROCLAMATION



**RECEIVED**  
FEB 28 2019  
CITY OF PORTERVILLE  
CITY CLERK OFFICE

Date of Request: 2-27-2019

Name of Event/Individual: VAISAKHI PROCLAMATION  
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: SIKH CENTER PORTERVILLE

Name of Contact Person: PIARA SINGH PANNU

Address: 1250 W NORTHGRAND AVE, PORTERVILLE, CA.

Phone: 559-361-3655 FAX: \_\_\_\_\_

E-mail: PIARAPANNU@YAHOO.COM

I would like the proclamation:  presented at a Council Mtg.  mailed  call for pick-up

Date(s) of Event: APRIL 14, 2019

Date of Council Meeting to be presented, if applicable: \_\_\_\_\_  
(Council meets 1<sup>st</sup> and 3<sup>rd</sup> Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:

Dr. PIARA SINGH PANNU  
piara

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation. If assistance is needed, or if you need a sample provided, or to return this form, contact:

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

All requests require a sponsorship by a member of the Council prior to being placed on a City Council Agenda for consideration, and are subject to approval by a majority of the Council. To allow for this process it is recommended that you submit your proclamation request one month in advance. Please see the attached language regarding the process and timelines for submittal.

City Clerk's Section

Request Received: 2/28/19 Sponsored by: Peñalosa Date: 3/1/19

Approved by Council: yes  no  Date: \_\_\_\_\_

Notification to Contact person done (date): \_\_\_\_\_ in writing  by phone

Items (s)  mailed \_\_\_\_\_  faxed \_\_\_\_\_  picked up \_\_\_\_\_

Comment: \_\_\_\_\_

Dear Mayor Flores

On behalf of the local Sikh community, we humbly request that your office issue a proclamation or resolution to recognize April 14th as Vaisakhi Day.

The month of April is significant for Sikhs as they celebrate one of the most historically significant holiday of Vaisakhi, which is celebrated on April 14.

We hope that you can join the numerous cities and states in the nation that will be celebrating Vaisakhi. These recognitions have helped communities learn more about their diverse neighbors by showcasing our positive contributions. I look forward to working with your office on reducing misconceptions against Sikhs this April to help reduce bias, bullying, and discrimination that stalks our community.

For your reference, I have added draft proclamation language below.

**Resolution honoring the Sikh American community's celebration of Vaisakhi**

*Whereas, Sikhism is a religion founded in the Punjab region of South Asia over five centuries ago and introduced to the United States in the 19th century;*

*Whereas, Sikhism is the fifth largest world religion with approximately 25 million adherents from diverse backgrounds throughout the world, with approximately 500,000 adherents in the United States;*

*WHEREAS, Sikh Americans pursue diverse professions, and make rich contributions to the social, cultural, and economic vibrancy of the United States, including service as members of the United States Armed Forces and significant contributions to our great nation in agriculture, information technology, small businesses, the hotel industry, trucking, politics, medicine, and technology; and*

*Whereas, Vaisakhi is one of the most religiously significant days in Sikh history, commemorating the creation of the Khalsa, a fellowship of devout Sikhs, by Guru Gobind Singh in 1699;*

*Whereas, the Sikh religion is based on a belief in one God and the equality of all human beings;*

*Whereas, the celebration of Vaisakhi includes performing Seva (selfless service), such as providing free meals to all visitors to Sikh gurdwaras (houses of worship): Now, therefore, be it Resolved, That we wish the Sikh American community a joyous Vaisakhi.*

Sincerely,  
Dr. Piara Singh Pannu, President  
Sikh Center Porterville  
1250 W Northgrand Ave, Porterville, CA. 93257



CITY COUNCIL AGENDA – MARCH 26, 2019

**SUBJECT:** Travel to Washington D.C. for Tulare County Association of Governments (TCAG) "One Voice Trip" - June 11-14, 2019

**SOURCE:** City Manager's Office

**COMMENT:** Representatives of the Tulare County Association of Governments (TCAG) are making preparations for travel as part of its annual "One Voice Trip" to Washington D.C., scheduled for Tuesday, June 11 through Friday, June 14. As the City's designated TCAG representative, Mayor Flores is planning to join the delegation, with TCAG providing for hotel accommodations on Tuesday through Thursday night, as well as an airfare reimbursement. The City would be responsible for providing meal per diems and any parking/subway/taxi reimbursements for the travel dates at a total estimated cost of \$425, which would be charged to her Council Member expense budget.

Although TCAG will not compensate the City for the travel expenses, it has been requested that the City Manager also travel with Mayor Flores in support of the delegation, at an estimated cost of \$2,500 to the City.

**RECOMMENDATION:** That the City Council authorize the travel of Mayor Flores and the City Manager to Washington D.C. as part of the TCAG "One Voice Trip"; and authorize the expenditure of City monies in support of the trip.

**ATTACHMENTS:**

Appropriated/Funded: MB

Review By:

Department Director:

Final Approver: John Lollis, City Manager



## CITY COUNCIL AGENDA – MARCH 26, 2019

**SUBJECT:** Status and Review of Declaration of Local Emergency

**SOURCE:** City Manager's Office

**COMMENT:** 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 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 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 32% to 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. It is anticipated that the Governor will end the drought state of emergency in the four remaining counties in the near future.

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 55 gallons per-person per-day in 2022, reducing to 52.5 gallons per-person per-day in 2025, and finally to 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 of Porterville will need to submit its plan for compliance for approval by the State Water Resources Control Board.

At its last meeting on March 5, 2019, the City Council took action in the continued affirmation of the adoption of a Resolution of Declaration of Local Emergency due to local residences within the city having been identified as having wells that are now dry as a result of the drought. Twenty-six (26) residences within the city have been 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. City, County, State and non-profit partner representatives have continued to discuss solutions toward addressing these challenged residences given the State is expected to end its drought emergency funding. The State had committed funding through June 30, 2018 for non-profit agencies to continue drought-related activities, which Self-Help Enterprises has continued the household tank program locally. Although a new appropriation of State funding has not yet been made, there are sufficient residual funds from the original appropriation to fund the continuance of the program through September 30, 2018. Assemblyman Joaquin Arambula (Fresno) had requested of the Assembly Budget Committee the appropriation of \$3.5 million in the State's 2018-2019 fiscal year budget to continue to support the approximate 300 residences in the Central Valley that still have dry wells and receive temporary water deliveries, however, that appropriation request has not been granted. Should continued funding not be appropriated by the State, representatives for the State Water Resources Control Board have indicated that they will attempt to secure continued funding through Cleanup and Abatement Account (CAA) emergency funds.

Representatives for the City, County, State (CalOES, DDW, DWR, and SWB) and non-profit partners have 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 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 500 single-family residential units. The City indicated its significant interest that the E. Vandalia Avenue area and its 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.

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 40 homes that are located along existing City water mains. Subsequently, the State officially requested that the City approve the connection of an additional 30 residences as part of the first immediate connections, for up to a total of 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 their meeting of 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 City 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 is currently working with County staff toward the transfer of the well's ownership from the County to the City.

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, 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 800 residences in East Porterville to the City's water system.

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 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 30th, 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.

State Division of Drinking Water (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 14 residences and approximately 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.

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.

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. Resolution 49-2015 - Declaration of Local Emergency
2. City-County Well Agreement
3. Memorandum of Understanding
4. Memorandum of Understanding Draft Amendment
5. SWRCB Letter Dated November 29, 2017
6. DWR Letter Dated January 18, 2018
7. Governor Brown Executive Order

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. 49-2015

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

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

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

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

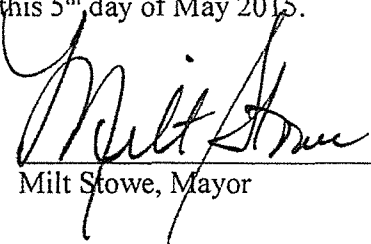
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

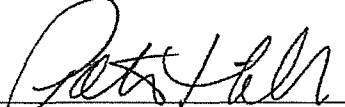
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance,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

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

PASSED, APPROVED, AND ADOPTED this 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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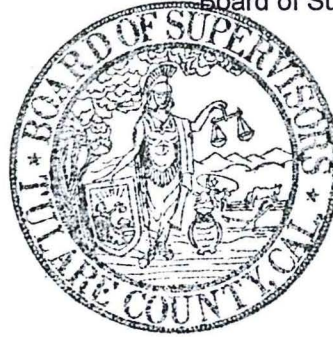
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

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. Ennis for LMT  
Deputy 20151902

CITY OF PORTERVILLE

BY Milt Stowe  
Milt Stowe, Mayor

ATTEST:  
City Clerk of the City of Porterville

BY J. Lollis  
John Lollis, City Manager

Approved as to Form

BY [Signature]  
City Attorney

EXHIBIT 'A'



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:

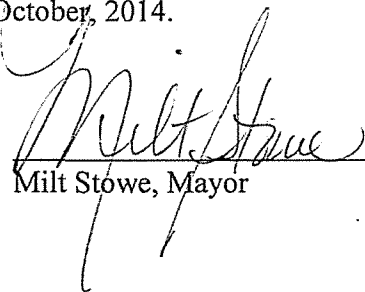
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city,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

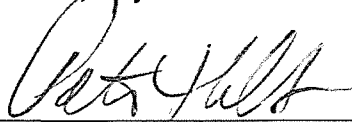
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville,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

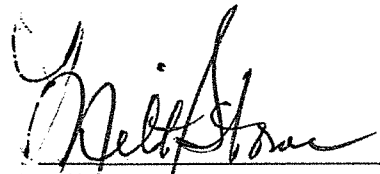
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE  
ESTABLISHING PROCEDURES FOR ANNEXATIONS AND EXTENSION OF  
MUNICIPAL SERVICES

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.

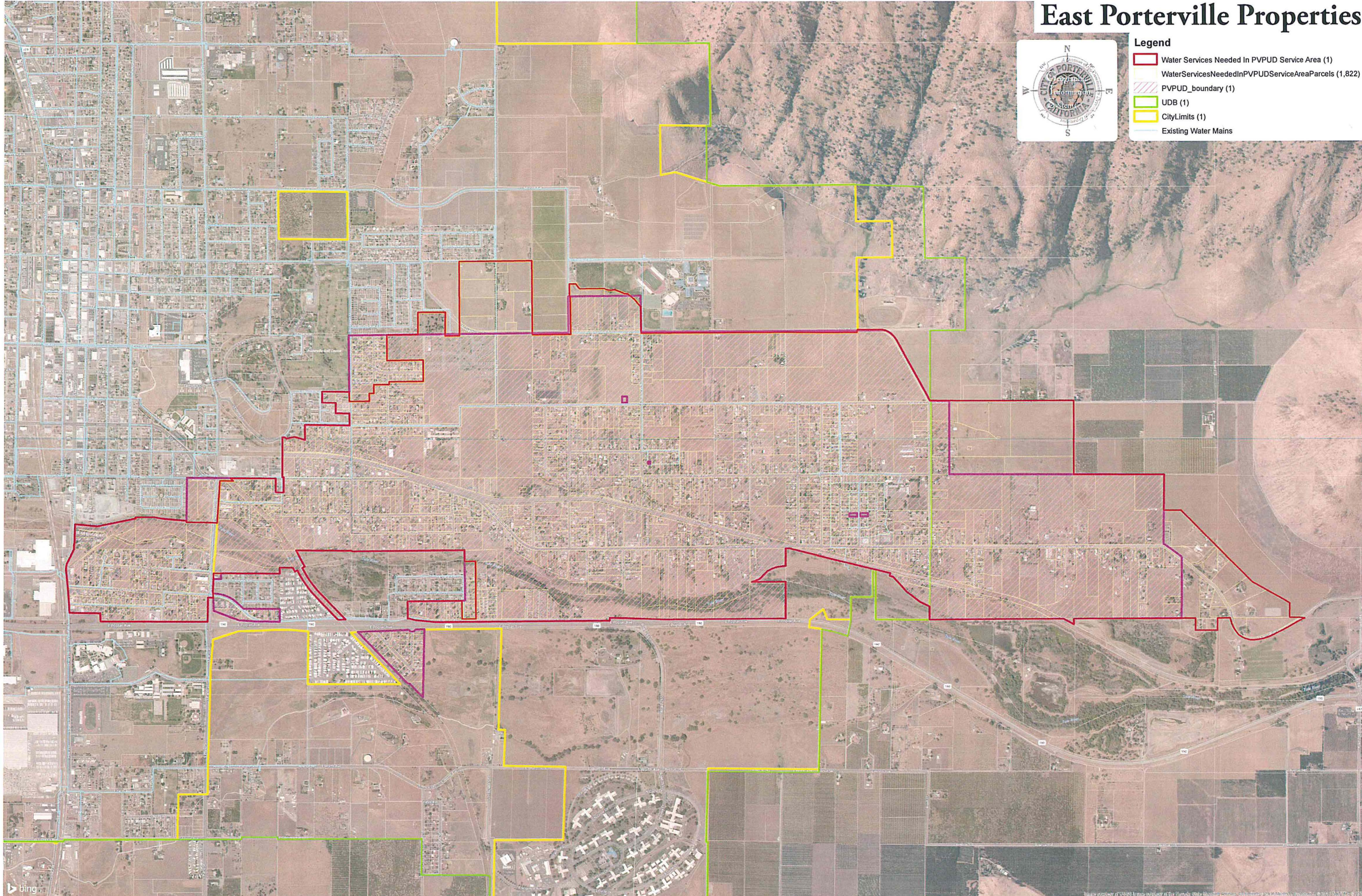
3. PROPERTIES WITHIN THE EAST PORTERVILLE FEASIBILITY STUDY PROJECT AREA: The California State Water Resources Control Board, in coordination with the Department of Water Resources Drought Task Force, is charged with preparing a feasibility study to define a long-term solution to the water related issues 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



- Legend**
- Water Services Needed In PVPUD Service Area (1)
  - WaterServicesNeededInPVPUDServiceAreaParcels (1,822)
  - PVPUD\_boundary (1)
  - UDB (1)
  - CityLimits (1)
  - Existing Water Mains



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'



OLIVE AVENUE

176±

302±

245±

TULE RIVER



SCALE: 1" = 50'

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>

**Discussion Draft**

**Subject to Additional Review and Modification by the Parties**

Porterville MOU  
Draft 2  
June 15, 2016  
PortervilleEmergencyMOU061516



Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville

by the California Department of Water Resources (DWR), California Office of Emergency

Service (OES), the State Water Resources Control Board (SWRCB),

the County of Tulare (County), and City of Porterville (Porterville),

which are collectively known as the “Parties”

**Recitals**

Whereas, some residents living in an unincorporated area of Tulare County, commonly known as “East Porterville,” have experienced loss of adequate water supply to their homes and properties as a result of severe drought conditions, which has caused significant hardship for the residents;

Whereas, Governor Edmund G. Brown Junior has directed all State agencies to assist these residents who are in need of water supplies with emergency and long-term assistance;

Whereas, Governor Edmund G. Brown Junior signed Assembly Bill 685 in 2012, adding Water Code section 106.3, which recognizes that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes, and which requires all relevant state agencies to consider this right when revising, adopting, or establishing pertinent policies, regulations, and grant criteria;

Whereas, the Parties have provided emergency water supplies to some residents of East Porterville that are without an adequate household water supply;

Whereas, the Parties to this MOU seek an emergency and long-term solution to the lack of adequate household water supply by developing and providing continuous water supplies to these residents;

Whereas, East Porterville is located east and adjacent to Porterville, which has an existing municipal water system that serves residents within the incorporated area of Porterville;

Whereas, some of the residents of East Porterville without an adequate household water supply could be connected to Porterville's municipal water system provided certain arrangements and projects are carried out by the Parties;

Whereas, Vandalia is a neighborhood located within Porterville, and some Vandalia residents lack adequate household water supply and these households could be connected to Porterville's municipal water system;

Whereas, the Parties have met and have discussed alternative plans and projects that would provide an emergency water supply from Porterville to some residents of East Porterville and Vandalia in an expeditious manner;

Whereas, to advance these projects, DWR has provided funding, as reflected in the agreement between DWR and Tulare attached as Exhibit 1, for a municipal well designated as "Well C1" located in Tulare County that ultimately could be used to supply water to these residents of East Porterville;

Whereas, the SWRCB has also provided funding for Well C1, as reflected in the agreement between the SWRCB and the County attached as Exhibit 2;

Whereas, the County and Porterville intend to execute an agreement, a draft of which is attached as Exhibit 3, that will connect Well C1 to Porterville's municipal water system and that will provide for an adequate household water supply for some residents of East Porterville; and

Whereas, the Parties have reached an understanding on how best to implement the project alternative that will provide an adequate household water supply to some residents of East Porterville and Vandalia, and alleviate the hardships in an expeditious, cost-effective manner.

## **Understanding**

### **A. Description of Emergency Project and Long-Term Plan**

1. The purpose of this MOU is to set forth in writing the intentions of the Parties of how best to move forward with plans to complete an emergency water supply project (Project) to some residents in the East Porterville and Vandalia areas, which are represented in Exhibit 4. (Map showing East Porterville and Porterville). The goal of the Project is to provide an adequate household water supply to some of the residents and properties in these areas that do not have one presently, and to end the need of the Parties to provide temporary water supplies to those residents through tanks and bottles.

2. The Parties intend to develop the Project in two phases. Phase 1 will make municipal water connections to the properties in East Porterville that have dry wells and are adjacent to Porterville's existing municipal water distribution system. It is estimated that this phase will serve 40 properties with dry wells that are currently receiving temporary household water supplies.
3. The Parties intend that Phase 2 of the Project will provide municipal water supply to approximately 500 properties in East Porterville and in Vandalia that have dry wells or otherwise lack an adequate source of water and have not been connected by Phase 1. In order to complete Phase 2, the residents of these properties will likewise need to connect to Porterville's municipal water system.
4. As soon as possible, Porterville and DWR will undertake Phase 1 of the Project and connect the properties in East Porterville that are adjacent to Porterville's existing municipal water distribution system. These connections will be accomplished as described in Water Installation Diagram attached as Exhibit 5 and based on the cost estimate, which is attached as Exhibit 6. In order to make these connections, a property owner desiring to receive public water supply will need to execute the Extraterritorial Service Agreement, a sample of which is attached as Exhibit 7, and the SWRCB's Water Connection Agreement, a sample of which is attached as Exhibit 8. Necessary signatures and agreements with property owners will be sought through SWRCB's outreach carried out with the assistance of all Parties to this MOU.
5. The Parties intend that Well C1 will be used to provide the emergency water supply in Phase 2 to about 500 properties without adequate household water supplies. The Parties presently understand that there are about 423 properties in East Porterville and approximately 80 properties in Vandalia where connections may be needed to provide emergency water supplies.
6. The Parties have created a Technical Workgroup consisting of engineers and planners, which work cooperatively on the technical issues described in this MOU. Based on recommendations of the Technical Workgroup, the Parties intend to provide the emergency water supply contemplated by this MOU.
7. The Parties intend to develop a Long-Term Water System Plan (Long-Term Plan) for the East Porterville area, which will serve other residents in the area besides those served by the Project. The Parties intend that the Project will be designed consistent with the Long-Term Plan to ensure that all water facilities constructed as part of the Project will be incorporated into the facilities ultimately developed through the Long-Term Plan. The first work product produced by the Technical Workgroup will be a Feasibility Study for the Long-Term Plan. The outline of the Feasibility Study is attached as Exhibit 9.
8. The Parties intend to use best efforts to complete both phases of the Project by December 31, 2016. The completion date of the Long-Term Plan is dependent on the completion of the Feasibility Study carried out by Technical Workgroup and on Porterville and/or the County applying for and securing sufficient funding from the SWRCB or from other sources. The Parties desire to complete the Long-Term Plan as expeditiously as possible.

## **B. Project Contributions of the Parties**

9. Working in cooperation with the other Parties and the Technical Workgroup, DWR will prepare all environmental compliance for the Project, and design and construct the Project, both Phases 1 and 2. DWR will provide funding for Phases 1 and 2 of the Project through Emergency Drought Funding. DWR intends to serve as California Environmental Quality Act (CEQA) lead agency for the Long-Term Plan and will prepare any necessary CEQA documentation and any other necessary environmental review documents, unless the Feasibility Study recommends another lead agency.

10. SWRCB will provide the community outreach to assist in obtaining necessary property owner acceptance before proceeding with Project. SWRCB will also work with Porterville and/or County to secure funding of the Long-Term Plan. SWRCB will provide certain reviews and approvals for the permitting of the Project and the Long-Term Plan.

11. OES will coordinate all of the State's efforts under the Governor's Drought Task Force in the Project area and will be provided at no cost by Porterville up to 3,000,000 gallons of emergency water per month as needed as a result of this MOU and the agreement that Porterville and the County are in the process of considering for execution, a draft of which is attached as Exhibit 3, with regard to the Well C1.

12. Porterville will provide the needed water service to the residents of East Porterville without an adequate household water supply after they are connected to Porterville's municipal water system as described in the Project. The water service will be accomplished per the Extraterritorial Service Agreement, which requires that property owners served pay the monthly water bill. DWR is funding the residents' connection to the Project, and as a result, some of the normal connection fees will be waived provided that connection is made during Phase 1 or Phase 2. Porterville will install the water meters for each connection, which will be paid for by DWR.

13. The County intends to execute an agreement with Porterville that is consistent with this MOU and Exhibit 3, which will allow Well C1 to serve as a water supply for the Project. The County will inspect the work of the Project and the property connections at no cost to the residents.

14. The Parties to the MOU will cause the removal of all temporary water tanks from the properties upon completion of the Project and the appurtenances necessary for the receipt of municipal water service. The work for removing the water tanks will be carried out by the County under an agreement between the County and OES.

## **C. General Provisions**

15. The Parties intend to use their best efforts to carry out this MOU. This MOU is not a binding agreement, and is not intended to create contractual rights and remedies among the Parties. However, the Parties have entered into and intend to enter into certain binding agreements in the future necessary to develop and complete the Project and the Long-Term Plan.

16. This MOU will become effective upon the signature of the all Parties. The MOU will terminate on December 31, 2016, unless extended by all of the Parties in writing.

[Signatures on following page]

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

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California Office of Emergency Services

County of Tulare

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City of Porterville

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## List of Exhibits

1. DWR and Tulare County Executed Well C1 Agreement
2. SWRCB and County Executed Well C1 Agreement (Water Board Grant #D-15-11-902)
3. County and Porterville Draft Well Agreement
4. Map of East Porterville
5. Household Water Service Installation Diagram
6. Household Water Service Cost Estimate
7. Sample Extraterritorial Service Agreement
8. Sample SWRCB Water Connection Agreement
9. Draft Emergency Project Feasibility Study



Amendment No. 1

To the East Porterville Water Supply Project

Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville  
by the California Department of Water Resources (DWR), California Office of  
Emergency Service (OES), the State Water Resources Control Board (SWRCB),  
the County of Tulare (County), and City of Porterville (Porterville),  
which are collectively known as the “Parties”

This Amendment No.1 to the MOU is made this 7<sup>th</sup> day of November, 2016. As described below, this Amendment No.1 recognizes the MOU is still in effect, modifies certain sections of this MOU, and adds new sections to the MOU.

**Recitals**

Whereas, some residents living in an unincorporated area of Tulare County, commonly known as “East Porterville,” have experienced loss of adequate water supply to their homes and properties as a result of severe drought conditions, which has caused significant hardship for the residents;

Whereas, Governor Edmund G. Brown Junior has directed all State agencies to assist these residents who are in need of water supplies with emergency and long-term assistance;

Whereas, the Parties to this MOU seek an emergency and long-term solution to the lack of adequate household water supply by developing and providing continuous water supplies to these residents;

Whereas, to advance these projects, DWR and the SWRCB have provided funding, as reflected in Exhibits 1 and 2, for a municipal well designated as “Well C1” located in Tulare County that ultimately could be used to supply water to these residents of East Porterville;

Whereas, the Parties have reached an understanding on how best to implement the project alternative that will provide an adequate household water supply to some residents of East Porterville and Vandalia, and alleviate the hardships in an expeditious, cost-effective manner:

Whereas, the purpose of this amendment is to clarify some sections of the MOU and to add several new sections.

NOW THEREFORE, IT IS MUTUALLY AGREED that the following changes are hereby made to the MOU:

1. Section A (2) is amended to read as follows:

The Parties intend to develop the Project in two phases. Phase 1 will make municipal water connections to the properties in East Porterville and Vandalia that have dry wells and/or water tanks. It is estimated that this phase will serve approximately 300 properties.

2. Section A (3) is amended to read as follows:

The Parties intend that Phase 2 of the Project will provide municipal water supply to approximately 800 properties in East Porterville by connecting them to the City of Porterville's water system. The total number of homes eligible for this Project is approximately 1,100.

3. Section A (5) is amended to read as follows:

The Parties intend that Well C1 will be used to provide the initial water supply. The Parties acknowledge the delay in Well C1 completion. To mitigate the effects of this on the residents of East Porterville, the City of Porterville will allow connections of homes as they become prepared for connection. These early connections will be beyond the initial 70 connections (previously 40 connections) agreed to, given the availability of capacity during the winter months. However, these additional connections to the City's water system will cease on March 1, 2017, if Well C1's connection to the City's water system is not completed by then.

4. Sections A (7) b-f shall be added and made part of this MOU:

7 (a). The Parties intend to develop a Long-Term Water System Plan (Long-Term Plan) for the East Porterville area, which will serve other residents in the area besides those served by the Project. The Parties intend that the Project will be designed consistent with the Long-Term Plan to ensure that all water facilities constructed as part of the Project will be incorporated into the facilities ultimately developed through the Long-Term Plan. The first work product produced by the Technical Workgroup will be a Feasibility Study for the Long-Term Plan. The outline of the Feasibility Study is attached as Exhibit 9.

(b). The East Porterville Water Supply Project Hydraulic Analysis Report ("Hydraulic Analysis Report," which is attached as Exhibit 10) determined that the water supply capacity required to serve all eligible residents of East Porterville is 1,435 gallons per minute (gpm). This capacity shall be based on the sustainable yield of the wells which is defined as 75 percent of the initial design capacity. Since Well C1 has a sustainable yield of 600 gpm, the Parties agree that the State will fund the construction and equipping of additional wells to provide the 835 gpm shortfall.

(c). Based on the Hydraulic Analysis, a 700,000 gallon water storage tank is required to serve the residents of East Porterville. However, based on Porterville's master plan recommendations, a 1.2 million-gallon storage tank is required for the City's buildout. The Parties therefore intend to construct a 1.2 million-gallon storage tank with cost sharing between the State and the City. The State will fund the cost of a 700,000 gallon tank required for the Project and the City of Porterville will fund the cost of the additional 500,000 gallons of storage required for the City's future use as contained in its master plan. The cost-sharing shall be proportional to the tank capacity being funded.

(d). The Parties intend to upgrade the existing Henderson-Plano Booster Pump Station and the Granite Hills Intertie which would facilitate water supply to the East Pressure Zone which serves East Porterville. The State will fund the construction of one booster pump rated at 2,100

gpm along with a variable frequency drive and the Granite Hills Intertie. The City will fund the replacement of its two existing pumps along with associated variable frequency drives as part of Phase 2 of the Project. These two pumps are more than 30-years old and their replacement will enable the City's water system to operate more efficiently and in a cost-saving manner.

(e). The Parties further agree that a booster pump station of capacity 1,670 gpm is required to convey water from the West Pressure Zone, where the new wells will be located, to the Central Pressure Zone for onward conveyance to East Porterville. The State will fund the construction of this booster pump station.

(f). Given that Well C1 has an estimated sustainable yield of 600 gpm, as well as a unit demand of 0.833 gpm per home connection based on the Hydraulic Analysis , Well C1 could effectively serve up to 720 households . The Parties agree that home connections for Phase 2 of the Project can begin as soon as Well C1 is connected to the City's water system, and the Henderson-Plano Booster Pump Station upgrade and the Granite Hills Intertie are completed. These home connections shall cease when the capacity of Well C1 is exceeded. Thereafter, additional home connections will be made after the construction of additional wells or if City staff determines that the water system can support additional home connections.

5. Section (C) 16 is amended to read as follows:

16. This MOU will become effective upon the signature of the all Parties. The MOU will terminate on June 30, 2018, unless extended by all Parties in writing.

6. The list of the Exhibits at the end of MOU is amended to read as follows:

1. DWR and Tulare County Executed Well C1 Agreement
2. SWRCB and County Executed Well C1 Agreement (Water Board Grant #D-15-11-902)
3. County and Porterville Draft Well Agreement
4. Map of East Porterville
5. Household Water Service Installation Diagram
6. Household Water Service Cost Estimate
7. Sample Extraterritorial Service Agreement
8. Sample SWRCB Water Connection Agreement
9. Draft Feasibility Study for the Long-Term Plan
10. East Porterville Water Supply Project Hydraulic Analysis Report

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

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California Office of Emergency Services

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County of Tulare

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City of Porterville

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EDMUND G. BROWN JR.  
GOVERNOR



MATTHEW RODRIGUEZ  
SECRETARY FOR  
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

NOV 29 2017

The Honorable Milt Stowe  
Mayor of City of Porterville  
291 North Main Street  
Porterville, CA 93257

RECEIVED  
DEC 04  
CITY OF PORTERVILLE  
CITY MANAGER

Dear Mayor Stowe:

The Department of Water Resources and the State Water Resources Control Board are requesting an increase to the number of household connections from 720 to 800 to the City of Porterville (City) water system, prior to the completion of the East Porterville Emergency Water Supply Project – Phase 2 (Project). The construction of all facilities is estimated to be completed by June 2019.

According to Section A(7)(f) of Amendment No. 1 to the Project's Memorandum of Understanding (MOU), the estimated sustainable yield of Well C1 is 600 gallons per minute (gpm) and therefore will serve up to 720 households. Our current projections show that approximately 800 households will need to be connected by the end of 2017.

Our current plans are to drill two additional wells which would add more than 835 gpm of sustainable yield to the City's water supply, pending land acquisition by the City. Further, our calculations indicate that Well C1 is currently capable of producing 800 gpm in the interim, which can support a total of 960 households in the short term. It is our hope that the City will complete acquisition of the properties needed to drill the two additional wells in a timely manner to ensure that the City's water supply does not become stressed.

We look forward to hearing favorably from you and thank you for your continued support in providing safe drinking water to the residents of East Porterville.

Sincerely,

James Maughan, Assistant Deputy Director  
Division of Financial Assistance

cc: See next page

**DEPARTMENT OF WATER RESOURCES**

SOUTH CENTRAL REGION OFFICE  
3374 EAST SHIELDS AVENUE, ROOM 3  
FRESNO, CA 93726-6913



January 18, 2018

Mr. Michael K. Reed  
Public Works Director  
City of Porterville  
291 North Main Street  
Porterville, California 93257

RECEIVED

JAN 22 2018

City of Porterville  
Public Works Dept

Approval of Funding from Local Assistance Funds to the City of Porterville for the County Areas Water Supply Project

Dear Mr. Reed:

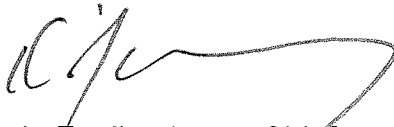
Your request for funds to accomplish the city of Porterville's scope of work to connect drought-impacted households in seven Tulare County areas bounded by the city has been approved. The approved funding is not to exceed the amount of \$2,812,946.00. The term of the funding is from January 18, 2018, to December 31, 2019.

The purpose of this funding is for the city of Porterville to effectuate the connection of the drought-impacted homes in seven county areas to the city's water distribution system. The project comprises water main extensions, home connections, and well destructions. These homes have been identified as having private residential wells, and the homeowners have voluntarily elected to join the project. As part of their election to participate in the project, the homeowners have consented to having their groundwater wells destroyed.

A grant agreement is being developed and will be sent to you for approval. You are allowed to start incurring costs from January 18, 2018. No reimbursement will be issued until the contract agreement is executed.

If you have any questions or need additional information regarding the agreement, please contact Steve Doe by email at [Steve.Doe@water.ca.gov](mailto:Steve.Doe@water.ca.gov) or by phone at (559) 230-3348.

Sincerely,



Kevin Faulkenberry, Chief  
South Central Region Office

# Executive Department

State of California

## EXECUTIVE ORDER B-40-17

**WHEREAS** California has endured a severe multi-year drought that has threatened the water supplies of communities and residents, devastated agricultural production in many areas, and harmed fish, animals and their environmental habitats; and

**WHEREAS** Californians responded to the drought by conserving water at unprecedented levels, reducing water use in communities by more than 22% between June 2015 and January 2017; and

**WHEREAS** the State Water Resources Control Board, the Department of Water Resources, the Department of Fish and Wildlife, the Office of Emergency Services, and many other state agencies worked cooperatively to manage and mitigate the effects of the drought on our communities, businesses, and the environment; and

**WHEREAS** the State provided 66,344,584 gallons of water to fill water tanks for communities suffering through drought-related water shortages, outages, or contamination, and provided emergency assistance to drill wells and connect communities to more robust water systems; and

**WHEREAS** the State took a number of important actions to preserve and protect fish and wildlife resources, including stream and species population monitoring, fish rescues and relocations, infrastructure improvements at trout and salmon hatcheries, and infrastructure to provide critical habitat for waterfowl and terrestrial animals; and

**WHEREAS** the State established a Statewide Water Efficiency and Enhancement Program for agricultural operations that provides financial assistance for the implementation of irrigation systems that save water; and

**WHEREAS** water content in California's mountain snowpack is 164 percent of the season average; and

**WHEREAS** Lake Oroville, the State Water Project's principal reservoir, is 101 percent of average, Lake Shasta, the federal Central Valley Project's largest reservoir, is at 110 percent of average, and the great majority of California's other major reservoirs are above normal storage levels; and

**WHEREAS** despite winter precipitation, the effects of the drought persist in areas of the Central Valley, including groundwater depletion and subsidence; and

**WHEREAS** our changing climate requires California to continue to adopt and adhere to permanent changes to use water more wisely and to prepare for more frequent and persistent periods of limited water supply; and

**WHEREAS** increasing long-term water conservation among Californians, improving water use efficiency within the State's communities and agricultural production, and strengthening local and regional drought planning are critical to California's resilience to drought and climate change.

**NOW, THEREFORE, I, EDMUND G. BROWN JR.**, Governor of the State of California, in accordance with the authority vested in me by the Constitution and statutes of the State of California, do hereby **TERMINATE THE JANUARY 17, 2014 DROUGHT STATE OF EMERGENCY** for all counties in California except the Counties of Fresno, Kings, Tulare, and Tuolumne.

**I FURTHER ORDER THAT:**

1. The orders and provisions contained in my April 25, 2014 Emergency Proclamation, as well as Executive Orders B-26-14, B-28-14, B-29-15, and B-36-15 are rescinded.
2. The orders and provisions contained in Executive Order B-37-16, **Making Water Conservation a California Way of Life**, remain in full force and effect except as modified by this Executive Order.
3. As required by the State Emergency Plan and Government Code section 8607(f), the Office of Emergency Services, in coordination with other state agencies, shall produce an after-action report detailing the State's response to the drought and any lessons learned in carrying out that response.

**MAINTAINING CONSERVATION AS A WAY OF LIFE**

4. The State Water Resources Control Board (Water Board) shall continue development of permanent prohibitions on wasteful water use and requirements for reporting water use by urban water agencies, and to provide a bridge to those permanent requirements, shall maintain the existing emergency regulations until they expire as provided by the Water Code. Permanent restrictions shall prohibit wasteful practices such as:
  - Hosing off sidewalks, driveways and other hardscapes;
  - Washing automobiles with hoses not equipped with a shut-off nozzle;
  - Using non-recirculated water in a fountain or other decorative water feature;
  - Watering lawns in a manner that causes runoff, or within 48 hours after measurable precipitation; and
  - Irrigating ornamental turf on public street medians.
5. The Water Board shall rescind those portions of its existing emergency regulations that require a water supply stress test or mandatory conservation standard for urban water agencies.

6. The Department of Water Resources (Department) shall continue work with the Water Board to develop standards that urban water suppliers will use to set new urban water use efficiency targets as directed by Executive Order B-37-16. Upon enactment of legislation, the Water Board shall adopt urban water use efficiency standards that include indoor use, outdoor use, and leaks as well as performance measures for commercial, industrial, and institutional water use. The Department shall provide technical assistance and urban landscape area data to urban water suppliers for determining efficient outdoor use.
7. The Water Board and the Department shall continue to direct actions to minimize water system leaks that waste large amounts of water. The Water Board, after funding projects to address health and safety, shall use loans from the Drinking Water State Revolving Fund to prioritize local projects that reduce leaks and other water system losses.
8. The Water Board and the Department shall continue to take actions to direct urban and agricultural water suppliers to accelerate their data collection, improve water system management, and prioritize capital projects to reduce water waste. The California Public Utilities Commission is requested to work with investor-owned water utilities to accelerate work to minimize leaks.
9. The Water Board is further directed to work with state agencies and water suppliers to identify mechanisms that would encourage and facilitate the adoption of rate structures and other pricing mechanisms that promote water conservation.
10. All state agencies shall continue response activities that may be needed to manage the lingering drought impacts to people and wildlife. State agencies shall increase efforts at building drought resiliency for the future, including evaluating lessons learned from this current drought, completing efforts to modernize our infrastructure for drought and water supply reliability, and shall take actions to improve monitoring of native fish and wildlife populations using innovative science and technology.

#### **CONTINUED DROUGHT RESPONSE IN FRESNO, KINGS, TULARE, AND TUOLUMNE COUNTIES**

11. The Water Board will continue to prioritize new and amended safe drinking water permits that enhance water supply and reliability for community water systems facing water shortages or that expand service connections to include existing residences facing water shortages.
12. The Department and the Water Board will accelerate funding for local water supply enhancement projects and will continue to explore if any existing unspent funds can be repurposed to enable near-term water conservation projects.
13. The Water Board will continue to work with local agencies to identify communities that may run out of drinking water, and will provide technical and financial assistance to help these communities address drinking water

shortages. It will also identify emergency interconnections that exist among the State's public water systems that can help these threatened communities. The Department, the Water Board, the Office of Emergency Services, and the Office of Planning and Research will work with local agencies in implementing solutions to those water shortages.

14. For actions taken in the Counties of Fresno, Kings, Tulare, and Tuolumne pursuant to directives 11–13, the provisions of the Government Code and the Public Contract Code applicable to state contracts, including, but not limited to, advertising and competitive bidding requirements, as well as Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division, are hereby suspended. These suspensions apply to any actions taken by state agencies, and for actions taken by local agencies where the state agency with primary responsibility for implementing the directive concurs that local action is required, as well as for any necessary permits or approvals required to complete these actions.
15. California Disaster Assistance Act Funding is authorized until June 30, 2017 to provide emergency water to individuals and households who are currently enrolled in the emergency water tank program.
16. State departments shall commence all drought remediation projects in Fresno, Kings, Tulare, and Tuolumne Counties within one year of the date of this Executive Order.

This Executive 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.

**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.

**IN WITNESS WHEREOF** I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 7th day of April 2017.

  
EDMUND G. BROWN JR.  
Governor of California

**ATTEST:**

\_\_\_\_\_  
ALEX PADILLA  
Secretary of State





CITY COUNCIL AGENDA – MARCH 26, 2019

SUBJECT: Second Reading - Ordinance 1851- Sidewalk Vending

SOURCE: Administrative Services

COMMENT: Ordinance No. 1851, An Ordinance of the City Council of the City of Porterville Adding Porterville Municipal Code Chapter 8A, Sections 8A-1 through 8A-6, Entitled "Sidewalk Vending," was given first reading on March 5, 2019, and has been printed.

RECOMMENDATION: That the Council give Second Reading to Ordinance No. 1851, waive further reading, and adopt said Ordinance.

ATTACHMENTS: 1. Ordinance No. 1851

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager

**ORDINANCE NO. 1851**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
PORTERVILLE ADDING PORTERVILLE MUNICIPAL CODE CHAPTER  
8A, SECTIONS 8A-1 THROUGH 8A-6, ENTITLED “SIDEWALK VENDING”

WHEREAS, on September 17, 2018, Governor Brown signed Senate Bill No. 946 (“SB 946”), adding sections 51036–51039 to the Government Code; and

WHEREAS, SB 946 decriminalizes sidewalk vending and limits local regulations to those expressly provided for in the bill or are otherwise “directly related to objective health, safety, or welfare concerns”; and

WHEREAS, SB 946 only applies to sidewalk vending in public rights-of-way, and private rights-of-way are still subject to private and local control; and

WHEREAS, although Porterville’s Municipal Code does not regulate “sidewalk vendors”, as that term is defined in SB 946, it does regulate “peddling” (Porterville Municipal Code, Chapter 8), which may include sidewalk vendors; and

WHEREAS, the City desires to adopt a sidewalk vending ordinance and amend its peddling ordinance to ensure compliance with state law; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PORTERVILLE, AS FOLLOWS, TO WIT:

Section 1. The City Council finds that all the facts, findings, and conclusions set forth above in this Ordinance are true and correct.

Section 2. The City Council hereby finds and determines that there is no possibility the adoption of a sidewalk vending ordinance and the amendment to its peddling ordinance will have a significant effect on the environment. Accordingly, under the provisions of §15061(b)(3) and §15378(b)(5) of Division 6 of Title 14 of the California Code of Regulations, the CEQA Guidelines, the adoption of this ordinance is not subject to the requirements of the California Environmental Quality Act.

Section 3. The City Council hereby adds Chapter 8A, Sections 8A-1 through 8A-6, to the Porterville Municipal Code to read as follows:

**Chapter 8A Sidewalk Vending**

8A-1 – Definitions

As used in this chapter the following meanings shall apply:

“Sidewalk vendor” means a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one’s person, upon a public sidewalk or other pedestrian path.

“Roaming sidewalk vendor” means a sidewalk vendor who moves from place to place and stops only to complete a transaction.

“Stationary sidewalk vendor” means a sidewalk vendor who vends from a fixed location.

#### 8A-2 – Sidewalk Vending Permits

- A. Only sidewalk vendors with valid sidewalk vending permits issued by the Finance Director may vend upon the city’s public right-of-way.
- B. To apply for a sidewalk vending permit, the applicant must provide:
  - 1. A completed application form containing:
    - a. Their name and mailing address;
    - b. Description of the merchandise offered for sale or exchange;
    - c. If the sidewalk vendor is an agent of an individual, company, partnership, or corporation, the name and business address of the principal and any owners of the company, partnership, or corporation; and
    - d. Certification that the information is true to his or her knowledge and belief.
  - 2. A copy of a California’s driver’s license or identification number, an individual taxpayer identification number, or a social security number. Such information is not a public record and will remain confidential as required by Government Code section 51038(c)(4).
  - 3. A copy of a valid California Department of Tax and Fee Administration seller’s permit, as required.
  - 4. A copy of a valid Mobile Food Permit issued by the Tulare County Department of Health and Human Services, as required.
- C. To ensure the safety of residents and the merchantability of products sold by vendors without a fixed place of business, the city requires all sidewalk vending applicants to undergo a fingerprinting background check and to submit the results to the city as an attachment to their application.
- D. The sidewalk vending permit application shall require the applicant to agree, in writing, to comply with all the provisions of this chapter and all applicable provisions of the Porterville Municipal Code.

#### 8A-3 – General Regulations

- A. To maintain accessibility standards for the city’s disabled residents, every sidewalk vendor operating on any sidewalk or public right-of-way must ensure that no obstruction is placed in the sidewalk or public right-of-way that would reduce the width of the sidewalk to less than 48 inches, exclusive of the top of the curb. No

obstruction shall be located in a sidewalk or public right-of-way less than six feet in width when the sidewalk is adjacent to the curb.

- B. To prevent food-borne illness and protect the health and safety of the city's residents, every sidewalk vendor selling any food or beverage is required to wear a hairnet and food service gloves.
- C. To prevent dangerous distractions and promote the general welfare of the city's residents, sidewalk vendors are prohibited from emitting any loud, unnecessary and unusual noises including, but not limited to, using a loudspeaker, blowing any bugle, horn or trumpet, or beating any drum, or ringing any bell, or in any other manner, for the purpose of advertising, announcing or calling attention to any goods, wares, or merchandise.
- D. A sidewalk vending permit does not provide an exclusive right to operate within any specific portion of the public right-of-way.
- E. No equipment or objects used for sidewalk vending purposes may be left or maintained in public spaces or in any portion of the public right-of-way from 10:00 p.m. to 8:00 a.m. Any equipment or objects left overnight in public spaces or in any portion of the public right-of-way will be considered discarded and shall be seized or disposed of by the city.
- F. To facilitate the enforcement of this chapter, every sidewalk vendor must display their city-issued sidewalk vending permit on the street side portion of their pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance when operating in the public right-of-way.
- G. To prevent unintended rolling or slipping, a sidewalk vendor is prohibited from operating a pushcart, pedal-driven cart, wagon, or other non-motorized conveyance on a public-right-of-way with a slope greater than five percent.

#### 8A-4 – Specific Regulations

- A. Sidewalk vending hours' limitations in areas zoned for nonresidential use will be as restrictive as any limitations on hours of operation imposed on other businesses or uses on the same street, excluding those permitted to operate 24 hours.
- B. Sidewalk vending is limited to the hours of 9:00 a.m. through 5:00 p.m. for areas that are exclusively residential, unless modified by resolution of the City Council.
- C. Stationary sidewalk vendors are prohibited from operating in areas that are exclusively residential.

- D. A stationary sidewalk vendor is prohibited from operating in a city park if the City has entered into exclusive agreements for the sale of food or merchandise by one or more concessionaires for that city park.
- E. A sidewalk vendor is prohibited from operating within 500 feet of a permitted certified farmers' market, a permitted swap meet, or any area subject to a temporary use permit or Community Civic Event for the duration of the permit.

8A-5 – Violation—Penalty

- A. Every person vending without a sidewalk vending permit is guilty of an administrative violation punishable by an administrative fine not to exceed:
  - 1. Two hundred fifty dollars (\$250.00) for a first violation; or
  - 2. Five hundred dollars (\$500.00) for a second violation within one year of the first violation; or
  - 3. One thousand dollars (\$1,000.00) for each additional violation within one year of the first violation.
  - 4. Upon proof of a valid permit issued by the Finance Department, the administrative fine in Section 8A-5(A) will be reduced to the corresponding administrative fine in Section 8A-5(B).
- B. Every person violating any other provision of this chapter is guilty of an administrative violation punishable by an administrative fine not to exceed:
  - 1. One hundred dollars (\$100.00) for a first violation; or
  - 2. Two hundred dollars (\$200.00) for a second violation within one year of the first violation; or
  - 3. Five hundred dollars (\$500.00) for each additional violation within one year of the first violation.
  - 4. The Finance Director may rescind a sidewalk vendor permit for the remaining term of the permit upon a fourth or subsequent violation of this chapter.
- C. Failure to pay an administrative fine is not punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial conditions beyond those authorized will not be assessed. However, the City may levy a lien on the violator's real or personal property, including the vehicle used for vending purposes.
- D. An administrative violation constitutes a separate and distinct violation for each day that it exists and each such violation may be subject to the maximum fine permitted under this chapter.

8A-6 – Ability-to-Pay Determination

- A. Any fine issued under Section 8A-5 will be accompanied with a notice of and instruction regarding the right to request an ability-to-pay determination.

- B. If the requestor is receiving public benefits under Government Code section 68632, subdivision (a), or has a monthly income which is 125 percent or less than the current poverty guidelines updated periodically in the Federal Register by the United States Department of Health and Human Services, the Finance Director will limit the total amount of the requestor's administrative fine to 20 percent of the total and may:
1. Allow the person to complete community service in lieu of paying the total administrative fine; or
  2. Waive the administrative fine; or
  3. Offer an alternative disposition.

Section 4. Severability Clause: Should any section, clause, or provision of this Ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the Ordinance as a whole, or parts thereof, other than the part so declared to be invalid.

Section 5. This Ordinance shall be in full force and effect thirty (30) days after its passage, adoption and approval and shall supersede any conflicting provision of any City of Porterville ordinance.

PASSED, APPROVED AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2019.

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

ATTEST:  
John D. Lollis, City Clerk

By \_\_\_\_\_  
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – MARCH 26, 2019

SUBJECT: Consideration of Appointment to Animal Control Commission

SOURCE: Administrative Services

COMMENT: As the City Council is aware, there are currently two (2) vacancies on the Animal Control Commission, with terms to expire in September of 2020 and 2022. Staff has received a Request for Appointment from Ms. Kathy Guinn, which is attached for the Council's consideration.

Staff has received no additional requests for appointment to the Animal Control Commission, but will continue to advertise and solicit applications from interested individuals.

RECOMMENDATION: That the City Council consider the appointment request of Ms. Kathy Guinn to serve on the Animal Control Commission to a term expiring in September of 2020 or 2022.

ATTACHMENTS: 1. Request for Appointment - Guinn

Appropriated/Funded: N/A

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager



# CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



Please complete all blanks.

Name: Kathy Quinn  
(Please Print)

Appointment to: Animal Control Commission  
(Name of Board, Commission, or Committee)

Reappointment; or IF NEW, Please provide:

Street Address: [Redacted]  
Porterville, Ca 93257

Mailing Address: same

Name of Business: Porterville Ghost Society  
 Own       Operate

Business Address: (Hobby - member of Porterville Chamber)

Telephone: Home 559-350-1516

Work 559-789-5358

FAX N/A

E-mail Katquinn59@gmail.com

City of Porterville resident:

Registered Voter:

Yes

No

Yes

No

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

As former chair of Porterville Animal Control Commission, I have years of experience with the issues for community animals. Also I helped spearhead the UC Davis study and ordinance.

Please tell us why you are interested in this position.

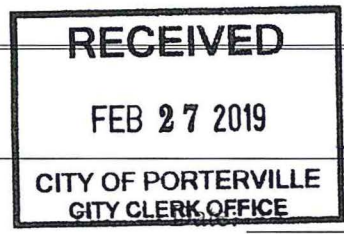
I am very involved in animal advocacy - I manage CatHouse on the Kings funds to spay/neuter cats in Porterville. I also assist with TNR programs in this area, rescue and adoption events.

Resume attached

Letter of request attached

Submitted By: Kell Swann

2-27-19  
Date



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

Forwarded to: City Clerk

City Council  Date: \_\_\_\_\_

Staff Liaison  Date: \_\_\_\_\_

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

February 27, 2019

To Whom it May Concern;

I am submitting this letter of request to be considered for appointment to the Porterville Animal Control Commission. I was former Chair of this commission and resigned due to feeling a lack of support. I am a life long community member of Porterville and do a lot to stay connected and involved to better our neighborhoods and help my fellow citizens.

I would like to submit for a position again as I feel my experience in helping the community with stray, neglected and abused cats would help in making recommendations.

I currently manage a spay and neuter program through Cat House on the Kings which is hugely successful and is making an impact on reducing the numbers of feral, community and personal pets that are over-populated. These cats suffer greatly on the streets by being abused, starved and are open game for cruel people and the dogs that run rampant.

Reducing the population puts less stress on the resources we have within the city. It also helps people manage their pets better and helps the cats that are doing their best to survive. My insight into the issues around dogs, cats, spay/neuter, adoptions, rescues and resources I believe would benefit the community and the commission.

I appreciate being considered and look forward to the opportunity in serving our city. Thank you.

Respectfully,

A handwritten signature in black ink, appearing to read "Kathy Guinn", with a long, sweeping horizontal line extending to the right.

Kathy Guinn

559-350-1516

Katguinn59@gmail.com

**Kathy Guinn**

Porterville, Ca. 93257

559-350-1516 / katguinn59@gmail.com

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**Objective** To submit experience and resume to highlight 38 years of knowledge and expertise in a wide variety of management focused positions for professional use.

**Experience** **Program Development Manager-Tulare County Programs**

Kings View Corporation, Fresno, Ca. 93720

*12/09 – Current*

- Develop and sustain relationships with a wide variety of organizations and resources for compliance, education and expansion opportunities for current programs
- Ability to multi-task various programs with a combined amount of over \$2.6 million dollars; including budgeting, staffing patterns, requirements, reporting standards, purchasing, requisition, policies and procedures, compliance, performance and outcomes measurements, startup processes, monitoring
- Provide management to ensure essential principles of the organization; compliance, adherence to mission statement
- Evaluate and implement long and short-term strategies for program compliance and expansion
- Knowledge of motivation techniques to staff for staying focused on service-oriented goal setting
- Development of operations manual and policies and procedures for various programs
- Knowledge of the development of various budgets, reports as needed to meet the needs of clients, staff and programs
- Knowledge of monitoring various contracts for compliance, outcomes requirements and productivity
- Knowledge of compliance issues, protected health information, HIPAA regulations

- Ability to interpret applicable laws, policies, procedures, regulations
- Ability to make comprehensive decisions, work independently and troubleshoot
- Great negotiation skills with compromise, respect and acknowledgement of the needs of various groups
- Ability to present to large and small groups with information that is vital for communication and understanding
- Experienced in request for proposal writing, research, management, planning for various programs in Tulare County
- Ability to start up new programs including staff and supply requisitions, interviewing, job descriptions, acquiring building and lease negotiations, short and long-term timelines
- Ability to create, develop and monitor logic models according to business forecasts and focus areas
- Able to develop focus groups, assessments and planning based on evaluating research
- Ability to supervise and assess with clear performance objectives and expectations, including productivity, accountability, promotion and disciplinary actions
- Ability to reflect, adapt and compromise for various issues and resolve them with mutual understanding and respect
- Culturally linguistic and sensitive to the challenges, differences and perceptions among a variety of populations and ethnic groups

**Staff Services Analyst-Resource Specialist and MHSA Programs**

Tulare County Health and Human Services Agency

Visalia, Ca. 93277

*11/95 – 12/09*

- Knowledge of CalWORKs program, monitoring, compliance issues
- Knowledge of state reporting requirements and systems
- Involved in a high capacity with MHSA start up, review and analysis
- Data collection reporting and outcomes measurements
- Skilled in budgeting compliance and monitoring

- Knowledge of personnel and documentation regulations
- Highly organized and skilled in time management
- Ability to train stakeholders and contract officers in data reporting, program requirements and contract adherence
- Knowledge of CWS contract components
- Knowledge of Prevention Services for Alcohol and Other Drug program compliance and monitoring
- Skilled in contract and monitoring compliance, problem solving, contractual obligations, including training staff

### **Education and Training Director**

Tule River Tribal Council

Porterville, Ca. 93257

11/81 – 5/95

- Developed successful, non-traditional training programs resulting in employment for Tribal members in Corrections, Law Enforcement, Cal Trans, Nursing and other vocations
- Developed on the job training and work experience positions including contracts with private employers
- Created and developed workshops for employment building and career fairs
- Helped develop an on-reservation summer school with work experience positions-Youth Work Learn, Title II-B
- Introduced training that enhanced staff and client performance which resulted in building a motivated team
- Stepped in as HR Compliance Officer as needed for restructuring Tribal departments, developed job descriptions, policies and procedures, EEO, BIA, Cal-OSHA regulations and training for departments, documentation standards, screening and hiring practices including adherence to Drug Free Work Place, safety procedures
- Presented reports at all Tribal Council meetings for the JTPA program including Master, Comprehensive, Annual, Monthly and Quarterly Plans.
- Awarded “Exemplary Program” at three Department of Labor- Division of Native American Programs conferences

## **56 Credits**

Porterville College, College of Sequoias and Fresno Pacific

### **On-Line and In Facility Training (Over 300 hours)**

Civil Rights, Discrimination, Sexual Harassment, Grant Writing, HIPAA Compliance, Non-Compliance Investigation and Reporting, Supervisory Academy, Verus Leadership Academy, DOL-JTPA Regulations, TANF Regulations, Cal-Works, Suicide Prevention, Mental Health First Aide, Medi-Cal Operations, Cash and Non Cash Training, Homelessness Alliance, Warm Line Telephone Support Training, Outcomes Measurements, Human Resources, Contract Compliance and Monitoring, Program Compliance, Staff Issues, Motivating Staff, Designing Successful Programs, Research with Purpose, Monitoring and Assessment Tools, Successful Surveys, AOD and Prevention Services, Quality Improvement Assurances, Medi-Cal Certification, Ethics in Business Management

**Communication** I have presented for programs I was responsible for with Tulare and Kings County, Tule River Tribe, Cities of Tulare, Visalia, Lindsay and Porterville, Kiwanis, Exchange Club and Elks programs including Prevention and Early Intervention, Community Services and Supports, Innovation, Work to Learn, Employment Development, TANF, Clinical Programs, Warm Line, Programs for Assistance in Transition from Homelessness, on-going staff training, developing an Operations Manual and Policies and Procedures and served on various stakeholder panels for JTPA, MHSA, TANF and PATH.

**Leadership** I am the Chair for Porterville Homeless Connect Project for the past 2 years, volunteer and organize for various charitable organizations: Veteran's projects, Community Health and Employment events, Cat House on the Kings and former Chair of the Porterville Animal Control Committee, I am a volunteer at the Porterville Museum, Hanford Carnegie Museum, a docent for Colonel Allensworth State Historic Park and contribute to various historical projects and community organizations. I have also served on the Quality Improvement Committee, EQRO Panel, Cultural Competency Committee, HR Committee, Policies and Procedures Committee, Homeless Alliance, Mental Health Board and Manager meeting

attendance, Board of Supervisors meeting attendance and stakeholder meeting organization.

I have also facilitated, organized and planned employment workshops, job fairs and large community events such as entertainment venues, Homeless Connect, and pet clinics for spay/neuter programs and adoption/fostering opportunities.

## **References**

**Augie Gonzalez, Porterville Animal Control Director  
559-333-4128**

**Beverly Raine, Telepsychiatry Director, Kings View Corporation  
559-977-7786**

**Holly Carrillo-Christman, Site Manager-OVCDC Porterville  
Tribal TANF  
559-791-9271**

**Angel Galvez, Cultural Competency Manager-Tulare County  
HHSA  
559-556-5095**