



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET, PORTERVILLE, CA, 93257
AND 200 SAN JACINTO BLVD., AUSTIN, TX 78701
SEPTEMBER 17, 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: APN: 302-110-054 and 302-110-074. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Tule River Economic Development Corporation. Under Negotiation: Terms and Price.
- 2 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 140 S. C Street. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Porterville Unified School District. Under Negotiation: Terms and Price.
- 3 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 256 East Orange Avenue, Porterville, CA. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Porterville Unified School District. Under Negotiation: Terms and Price.
- 4 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 645 N. Prospect Street. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Porterville Unified School District. Under Negotiation: Terms and Price.
- 5 - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis and Che Johnson. Employee Organization: Porterville City Firefighters Association.
- 6 - Government Code Section 54956.95 – Liability Claims: Claimants: Cindy Orozco, Marcos Orozco, Jesse Orozco, and Guadalupe Sanchez. Agency claimed against: City of Porterville.
- 7 - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Two (2) cases in which facts are not yet known to potential plaintiff.

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

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

Pledge of Allegiance Led by Vice Mayor Reyes.

Invocation

PRESENTATIONS

Employee Service Awards

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
 - 2. Library & Literacy Commission
 - 3. Arts Commission
 - 4. Animal Control Commission
 - 5. Youth Commission
 - 6. Transactions and Use Tax Oversight Committee (TUTOC)

AB 1234 REPORTS

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

- 1. Local Agency Formation Commission (LAFCO) - September 4, 2019
 - 2. 2020 Census Porterville Complete Count Committee - September 5, 2019
 - 3. Eastern Tule Groundwater Sustainability Agency - September 5, 2019
 - 4. Tulare County Water Commission Meeting - September 9, 2019
 - 5. City Council Ad Hoc Committee - Cannabis Meeting - September 10, 2019
 - 6. Tulare County Task Force on Homelessness - September 11, 2019
 - 7. Tulare County Association of Governments (TCAG) - September 16, 2019
- II. Staff Informational Reports

1. Water Conservation Phase III Status Update
2. City Council Ad Hoc Committee - Provision of Local Water Services - UPDATE

ORAL COMMUNICATIONS

This is the opportunity to address the Council on any matter of interest, whether on the agenda or not. 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 Purchase Picnic Tables for Veterans Park**
Re: Consideration to authorize the purchase of six (6) picnic tables from Park Planet in the amount of \$7,559.95.
2. **Consideration of Approval of Contract Renewal with CivicPlus**
Re: Considering approval of a contract renewal with CivicPlus at an annual rate of \$8,752, with a five percent (5%) increase in the third year, and automatic renewals, for the provision of a web-based agenda management system.
3. **Police Department Communications Center Audio Logger Upgrade**
Re: Considering approval of the purchase of Eventide Logging Recorder from Gosserco, Inc for \$35,763.52.
4. **Porterville Police Communications Radio Console Workstation**
Re: Considering approval of the purchase of Motorola Solutions Radio Console for \$21,373.58.
5. **Joint Funding Agreement with Porterville Unified School District and Burton School District for School Resource Officers**
Re: Considering approval of a Joint Funding Agreement with Porterville Unified School District and Burton School District for School Resource Officers for the 2019-2020 school year.
6. **Airport Lease Agreement - Lot 31B1**
Re: Considering approval of the Lease Agreement for Lot 31B1 at the Porterville Municipal Airport, between the City of Porterville and Mr. Jim Gribben.

7. **Approval for Community Civic Event - Veterans Homecoming Committee - Veterans Day Parade - November 11, 2019**
Re: Considering approval of an event to take place on Monday, November 11, 2019, from 5:00 a.m. to 12:00 p.m.; and approval of a request for the closure of Main Street from Doris Avenue to Orange Avenue and additional side streets.
8. **Approval for Community Civic Event - Palabra de Victoria Church - Community Outreach - September 28, 2019**
Re: Considering approval of an event to take place in the church parking lot and in front of the church on 'E' Street, Saturday, September 28, 2019, from 2:00 p.m. to 8:00 p.m., and a request for the closure of 'E' Street from Orange Street to the end of the church building.
9. **Request for Proclamation - Domestic Violence Awareness Month - October 2019**
Re: Considering approval of a request to proclaim October 2019, as "Domestic Violence Awareness Month."
10. **Consideration of Appointment of CalTIP Board Member**
Re: Consideration of the appointment of an individual to serve as a member on the California Transit Indemnity Pool Board.
11. **Status and Review of Declaration of Local Emergency**
Re: Considering approval of the continuance of the Declaration of Local Emergency.

SCHEDULED MATTERS

12. **Grant Application Options for SB2 Funds**
Re: Consideration of options for eligibility of funding from Senate Bill 2, the Building Homes and Jobs Act.
13. **Consideration of Appointment to Transactions and Use Tax Oversight Committee**
Re: Consideration of an appointment of an individual to serve on the Transactions and Use Tax Oversight Committee for a term to expire in May 2020.

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 October 1st, 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.



CITY COUNCIL AGENDA – SEPTEMBER 17, 2019

SUBJECT: 1. Water Conservation Phase III 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 IV to Phase III of the City's Water Conservation Plan as of June 1, 2019. The Water Conservation Plan applies to all municipal water users within or outside city limits. As part of the Phase III plan, the City has provided additional watering days, a two (2) day per week watering schedule based on address. If an address ends with an "odd" number, the watering days are Tuesday and Saturday; if an address ends with an "even" number, the watering days are Wednesday and 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, Thursday, or Friday. Watering of 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 August 2019 show that a total of 26 Notice of Violations were issued for water wasting, and 0 Administrative Citation was issued.

Water production for August 2019 shows an 1% increase from the 5-year average. The production for the month of August 2019 was 448 million gallons, which when compared to the production for the month of August 2013 of 509 million gallons, equates to a 18.2% reduction. Residential consumption for August 2019 was 162.7 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 August 2019. Porterville's cumulative total production

conservation through August 2019 is 23.06%. The cumulative total of GPCD for the City of Porterville's conservation efforts will reflect June 2015 through August 2019. Porterville's cumulative total GPCD conservation through August 2019 is 25.9%.

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 three years of supply under drought conditions, meets the minimum 20% conservation standard defined in the City's Urban Water Management Plan, and assists the City toward meeting the requirements of the Sustainable Groundwater Management Act (SGMA).

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 a preparedness to return back to a conservation standard if necessary.

RECOMMENDATION: Informational Only.

ATTACHMENTS:

1. Monthly Production Status August 2019
2. Monthly Production Status GPCD August 2019
3. Drought Response Phase III Flyer

Appropriated/Funded:

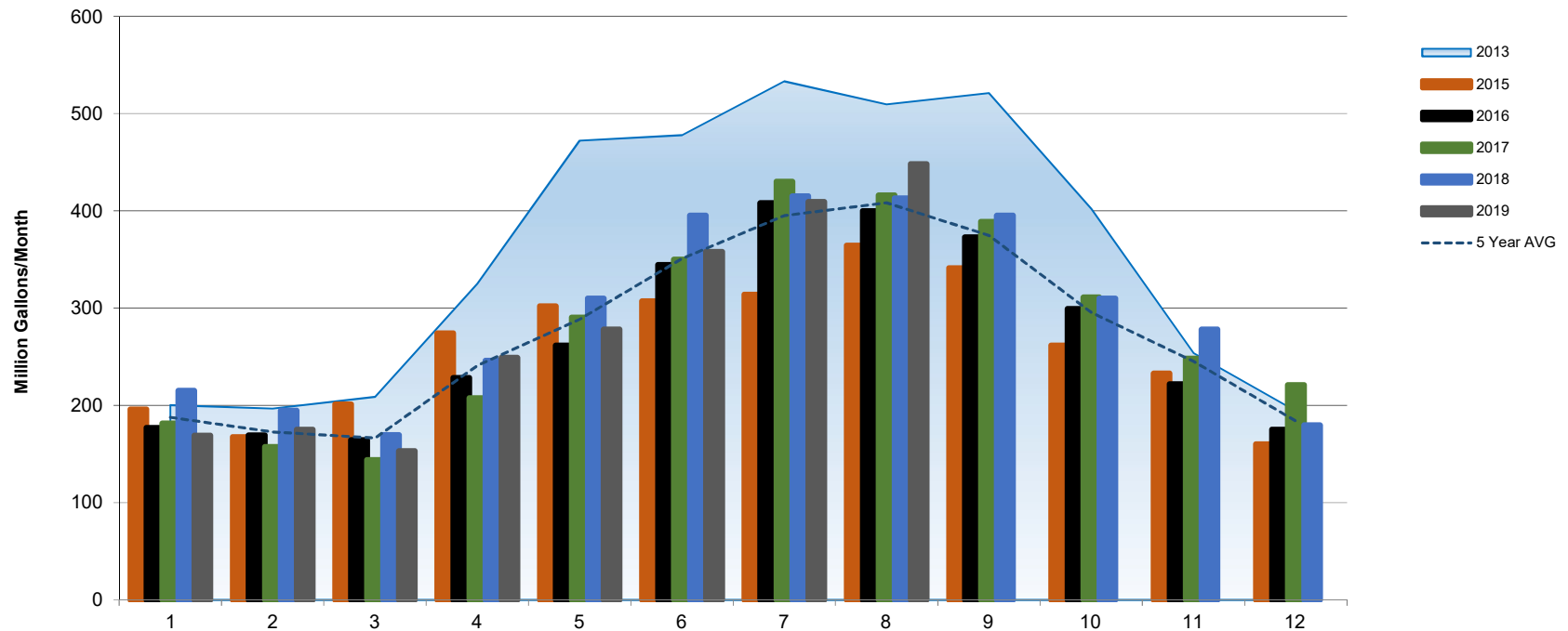
Review By:

Department Director:

Michael Knight, Deputy Public Works Director/Field Services Manager

Final Approver: Patrice Hildreth, Deputy City Manager

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

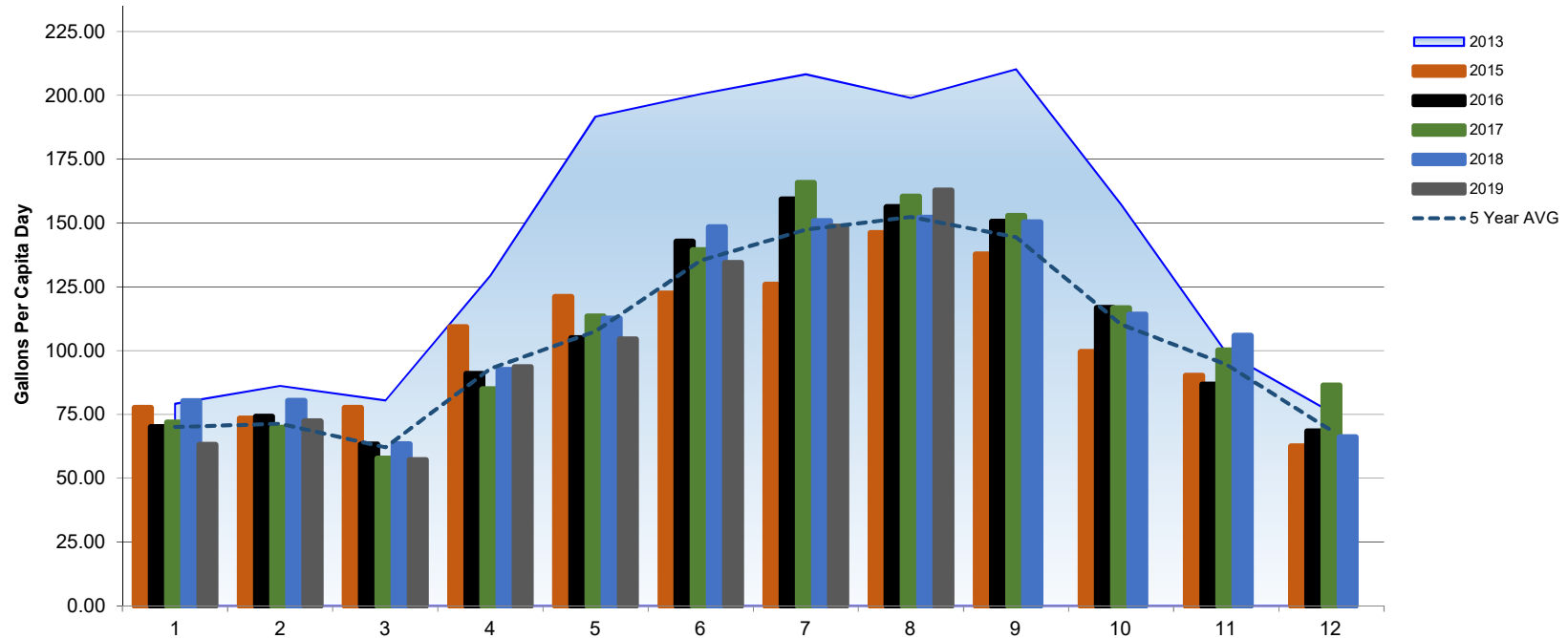


Production Cumulative Total 23.1%

	2015	2016	2017	2018	2019
1	-2%	-12%	-9%	1%	-16%
2	-15%	-14%	-20%	-7%	-11%
3	-4%	-21%	-31%	-13%	-27%
4	-16%	-30%	-36%	-29%	-23%
5	-36%	-45%	-38%	-39%	-41%
6	-36%	-28%	-27%	-26%	-25%
7	-41%	-24%	-19%	-25%	-23%
8	-28%	-21%	-18%	-24%	-12%
9	-35%	-28%	-25%	-29%	
10	-35%	-26%	-23%	-27%	
11	-8%	-13%	-2%	7%	
12	-18%	-10%	14%	-13%	

Percent Comparison to 2013 Production

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



GPCD

Cumulative Total 25.9%

	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%	-29%	-28%	-46%	-33%	-29%	-18%				

Percent Comparison to 2013 Production



DROUGHT RESPONSE Phase III

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE III

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

Mandatory Odd/Even Watering Schedule

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

■ Odd Address
 ■ Even Address

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

Mandatory Odd/Even Watering Schedule

Excessive water runoff prohibited

The washing of sidewalks and driveways is prohibited

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

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

WATERING PROHIBITED BETWEEN THE HOURS OF

5:00 – 10:00 AM

5:00 – 10:00 PM

NO WATERING ON MONDAYS, THURSDAYS, AND FRIDAYS.



CITY COUNCIL AGENDA – SEPTEMBER 17, 2019

SUBJECT: 2. City Council Ad Hoc Committee - Provision of Local Water Services - UPDATE

SOURCE: City Manager's Office

COMMENT: On Thursday, August 28, 2019, the City Council Ad Hoc Committee - Provision of Local Water Services (comprised of Council Members Gurrola and Peñaloza) met to review prospective City sewer, water, and wastewater infrastructure projects, including the extension of sewer mains into developed areas annexed into the city, as well as the transition of secondary-treated wastewater to tertiary-treated recycled water. As the Council is aware, the City recently completed approximately \$7 million in sewer main extension projects into developed areas generally annexed into the city in 2006, and projects of similar magnitude are being considered to serve developed areas annexed into the city in 2016.

Due to a variety of economic factors, bond yields are at near-records lows, creating a very favorable environment to issue debt for capital projects. A conservative financial analysis of the City's Sewer Fund indicates debt service capacity of approximately \$11.5 million, providing significant capacity to meet debt service coverage requirements in providing prospective funding for the estimated \$14.3 million project.

Staff has compiled prospective project information for the Council and the City's financial advisors, in anticipation of an Agenda item being presented to Council for its consideration at its meeting on Tuesday, October 1, 2019.

RECOMMENDATION: Information Only

ATTACHMENTS: 1. Sewer Annexation and Infill Project Exhibits

Appropriated/Funded:

Review By:
Department Director:

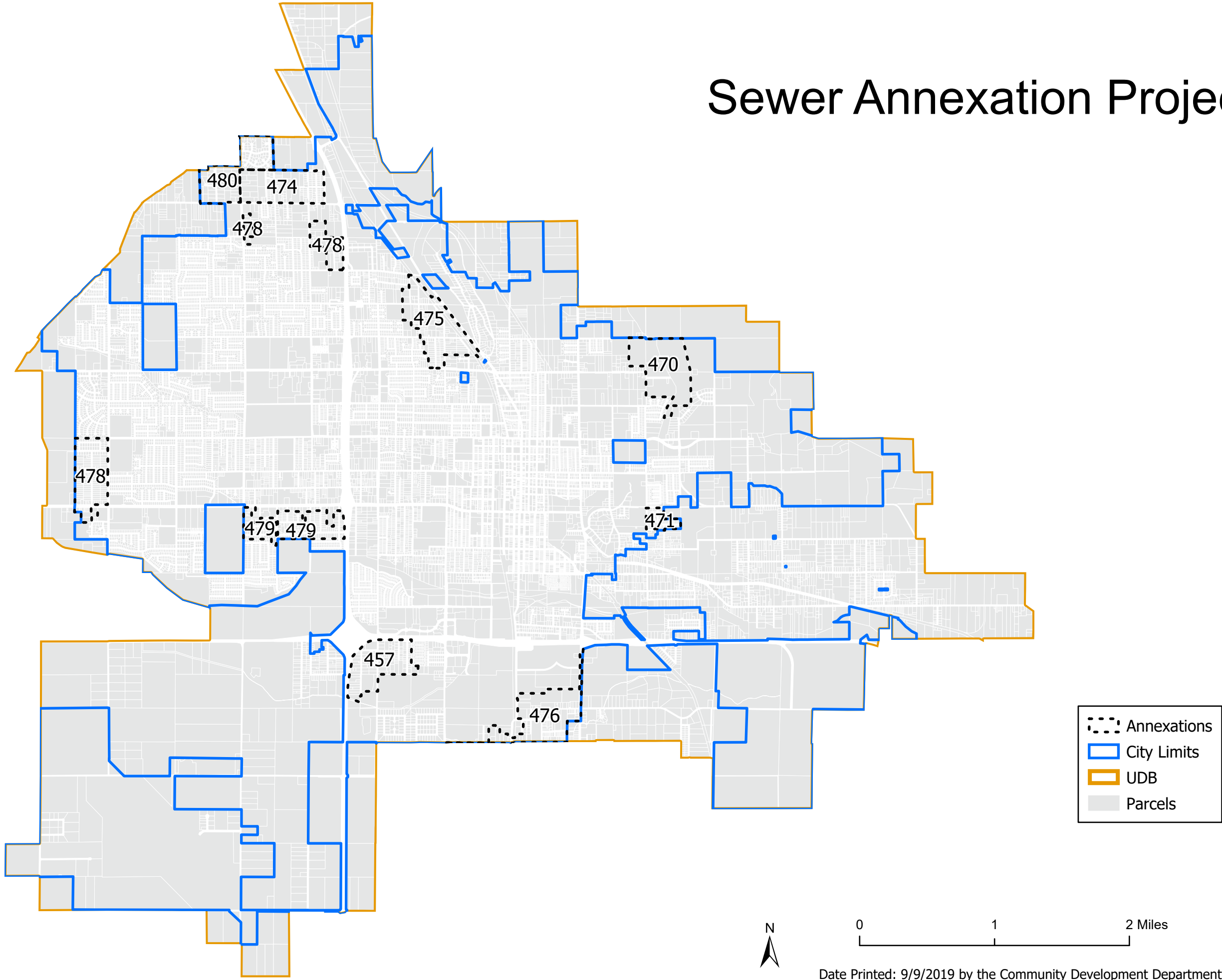
Final Approver: John Lollis, City Manager

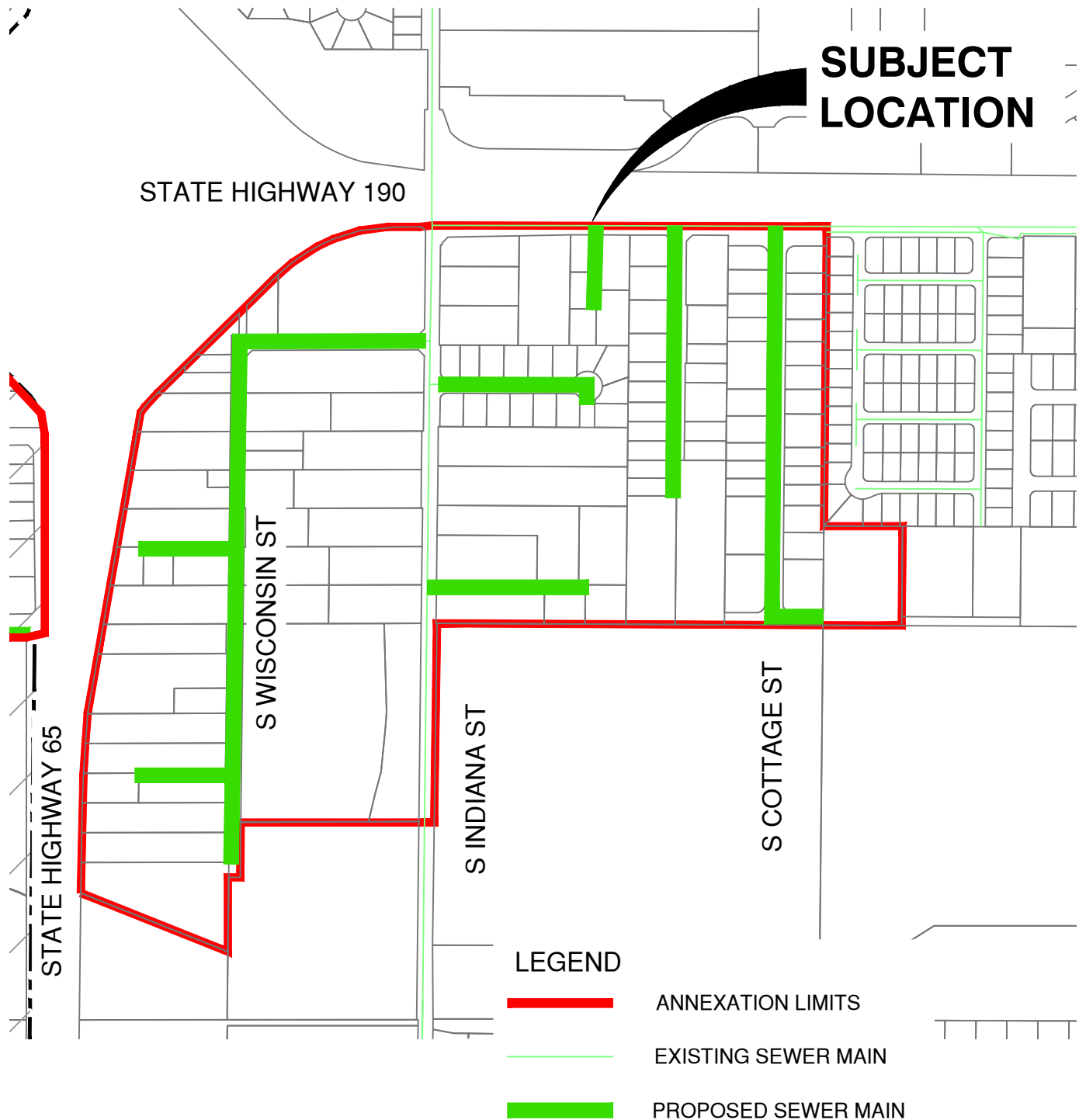
SEWER FOR ANNEXATION AREAS and INFILL WITHIN CITY LIMITS**9/3/19****SEWER CONSTRUCTION**

City of Porterville, Engineer's Estimate

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
Annexation Area 457					
1	Total Lineal Footage	6850	LF	\$ 80.00	\$ 548,000.00
2	Number of Lots	120	EA	\$ 6,000.00	\$ 720,000.00
SUBTOTAL					\$ 1,268,000.00
Annexation Area 470					
1	Total Lineal Footage	3800	LF	\$ 80.00	\$ 304,000.00
2	Number of Lots	9	EA	\$ 6,000.00	\$ 54,000.00
SUBTOTAL					\$ 358,000.00
Annexation Area 471					
1	Total Lineal Footage	1600	LF	\$ 80.00	\$ 128,000.00
2	Number of Lots	32	EA	\$ 6,000.00	\$ 192,000.00
SUBTOTAL					\$ 320,000.00
Annexation Area 474					
1	Total Lineal Footage	6750	LF	\$ 80.00	\$ 540,000.00
2	Number of Lots	159	EA	\$ 6,000.00	\$ 954,000.00
SUBTOTAL					\$ 1,494,000.00
Annexation Area 475					
1	Total Lineal Footage	11750	LF	\$ 80.00	\$ 940,000.00
2	Number of Lots	138	EA	\$ 6,000.00	\$ 828,000.00
SUBTOTAL					\$ 1,768,000.00
Annexation Area 476					
1	Total Lineal Footage	9200	LF	\$ 80.00	\$ 736,000.00
2	Number of Lots	122	EA	\$ 6,000.00	\$ 732,000.00
SUBTOTAL					\$ 1,468,000.00
Annexation Area 478 (A+B+C)					
1	Total Lineal Footage	12450	LF	\$ 80.00	\$ 996,000.00
2	Number of Lots	212	EA	\$ 6,000.00	\$ 1,272,000.00
SUBTOTAL					\$ 2,268,000.00
Annexation Area 479					
1	Total Lineal Footage	9250	LF	\$ 80.00	\$ 740,000.00
2	Number of Lots	186	EA	\$ 6,000.00	\$ 1,116,000.00
SUBTOTAL					\$ 1,856,000.00
Annexation Area 480					
1	Total Lineal Footage	4150	LF	\$ 80.00	\$ 332,000.00
2	Number of Lots	42	EA	\$ 6,000.00	\$ 252,000.00
SUBTOTAL					\$ 584,000.00
All Other City Limit Areas Combined					
1	Total Lineal Footage	9100	LF	\$ 80.00	\$ 728,000.00
2	Number of Lots	97	EA	\$ 6,000.00	\$ 582,000.00
SUBTOTAL					\$ 1,310,000.00
				Subtotal of All Areas	\$ 11,426,000.00
				15% Construction Engineering	\$ 1,713,900.00
				10% Contingency	\$ 1,142,600.00
				Total	\$ 14,282,500.00

Sewer Annexation Project





SEWER SYSTEM IMPROVEMENT SUMMARY

BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	6,850	\$80/L.F.	\$548,000
NUMBER OF LOTS	120	\$6,000/EA.	\$720,000



CITY OF PORTERVILLE
ENGINEERING DIVISION

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

**SEWER ANNEXATION
NUMBER 457**

DRAWN BY	CAL
CHECKED BY	
SCALE	1" = 500'-0"
DATE	9/3/2019

SHEET
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OF
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**SUBJECT
LOCATION**

PROPOSED EASEMENT

E MULBERRY AVE

SEWER SYSTEM IMPROVEMENT SUMMARY			
BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	3,800	\$80/L.F.	\$304,000
NUMBER OF LOTS	9	\$6,000/EA.	\$54,000

E HENDERSON AVE

LEGEND

- ANNEXATION LIMITS
- EXISTING SEWER MAIN
- PROPOSED SEWER MAIN

E LAUREL AVE

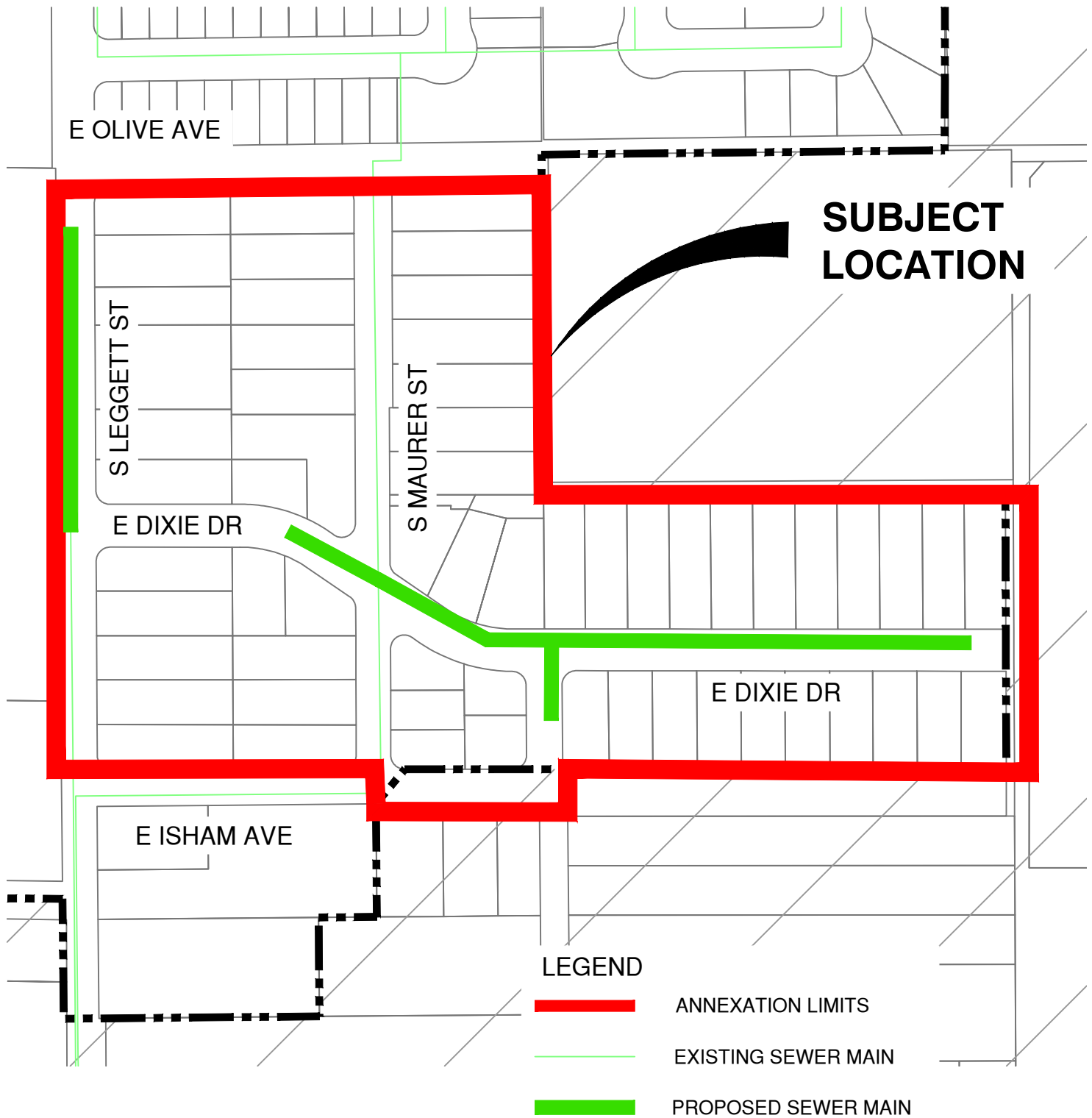
E GRAND AVE

N LEGGETT ST

N CRESTVIEW ST

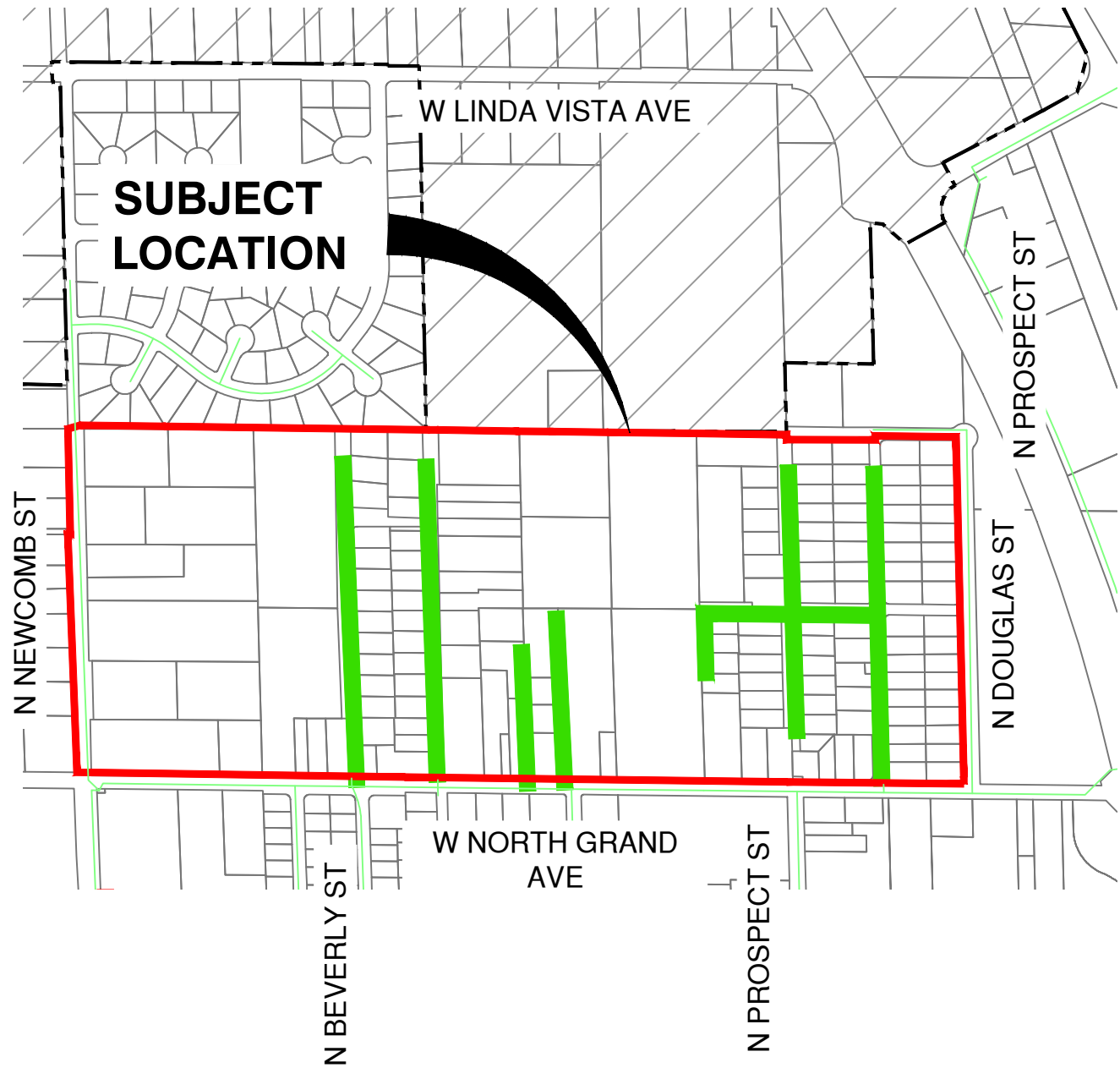
E MORTON AVE





SEWER SYSTEM IMPROVEMENT SUMMARY

BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	1,600	\$80/L.F.	\$128,000
NUMBER OF LOTS	32	\$6,000/EA.	\$192,000



LEGEND

- ANNEXATION LIMITS
- EXISTING SEWER MAIN
- PROPOSED SEWER MAIN

SEWER SYSTEM IMPROVEMENT SUMMARY

BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	6,750	\$80/L.F.	\$540,000
NUMBER OF LOTS	159	\$6,000/EA.	\$954,000

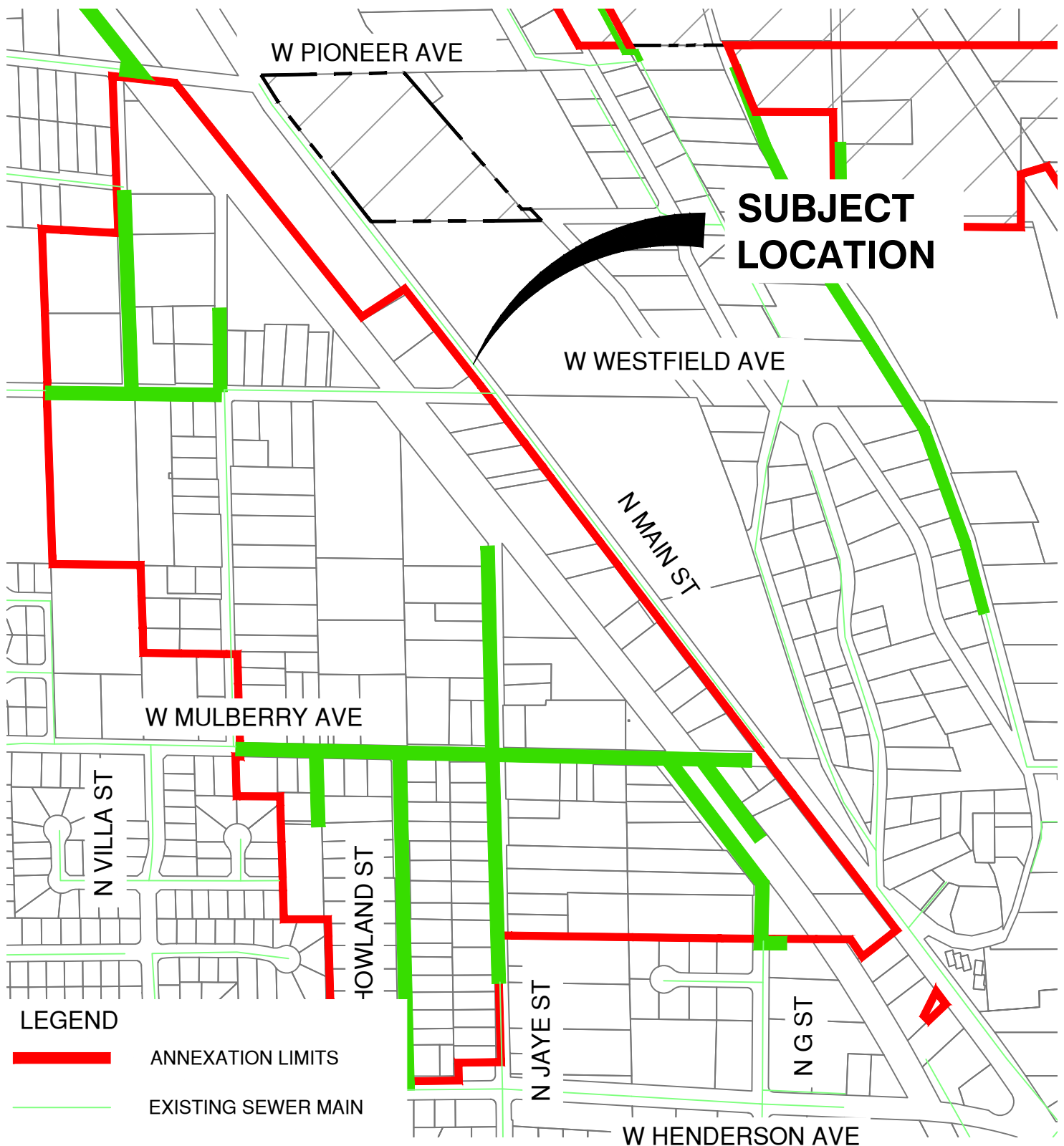


CITY OF PORTERVILLE
ENGINEERING DIVISION
 291 NORTH MAIN STREET
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 (559) 782-7462

**SEWER ANNEXATION
 NUMBER 474B**

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SCALE	1" = 600'-0"
DATE	9/3/2019

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LEGEND

- ANNEXATION LIMITS
- EXISTING SEWER MAIN
- PROPOSED SEWER MAIN



SEWER SYSTEM IMPROVEMENT SUMMARY

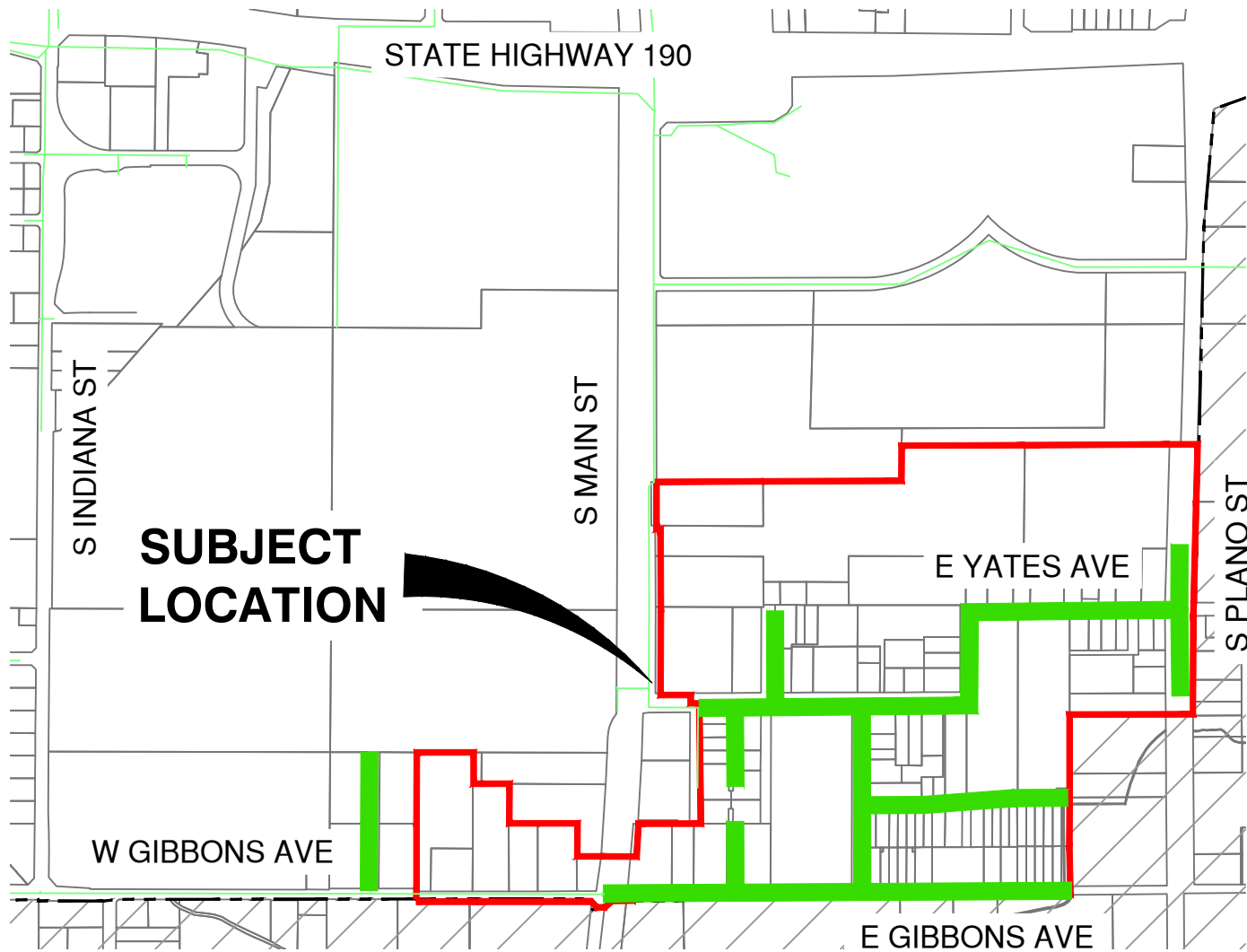
BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	11,750	\$80/L.F.	\$940,000
NUMBER OF LOTS	138	\$6,000/EA.	\$828,000

CITY OF PORTERVILLE
ENGINEERING DIVISION
291 NORTH MAIN STREET
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SEWER ANNEXATION
NUMBER 475D

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SCALE: 1" = 500'-0"
DATE: 9/3/2019

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LEGEND

- ANNEXATION LIMITS
- EXISTING SEWER MAIN
- PROPOSED SEWER MAIN



SEWER SYSTEM IMPROVEMENT SUMMARY

BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	9,200	\$80/L.F.	\$736,000
NUMBER OF LOTS	122	\$6,000/EA.	\$732,000

CITY OF PORTERVILLE
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291 NORTH MAIN STREET
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**SEWER ANNEXATION
NUMBER 476**

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DATE	9/3/2019

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SUBJECT LOCATION

W NEWCOMB ST

W NORTH
GRAND AVE

LEGEND

- █ ANNEXATION LIMITS
- EXISTING SEWER MAIN
- █ PROPOSED SEWER MAIN

W CASTLE AVE

W MEDIAN AVE

SEWER SYSTEM IMPROVEMENT SUMMARY

BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	----	\$80/L.F.	---
NUMBER OF LOTS	6	\$6,000/EA.	\$36,000



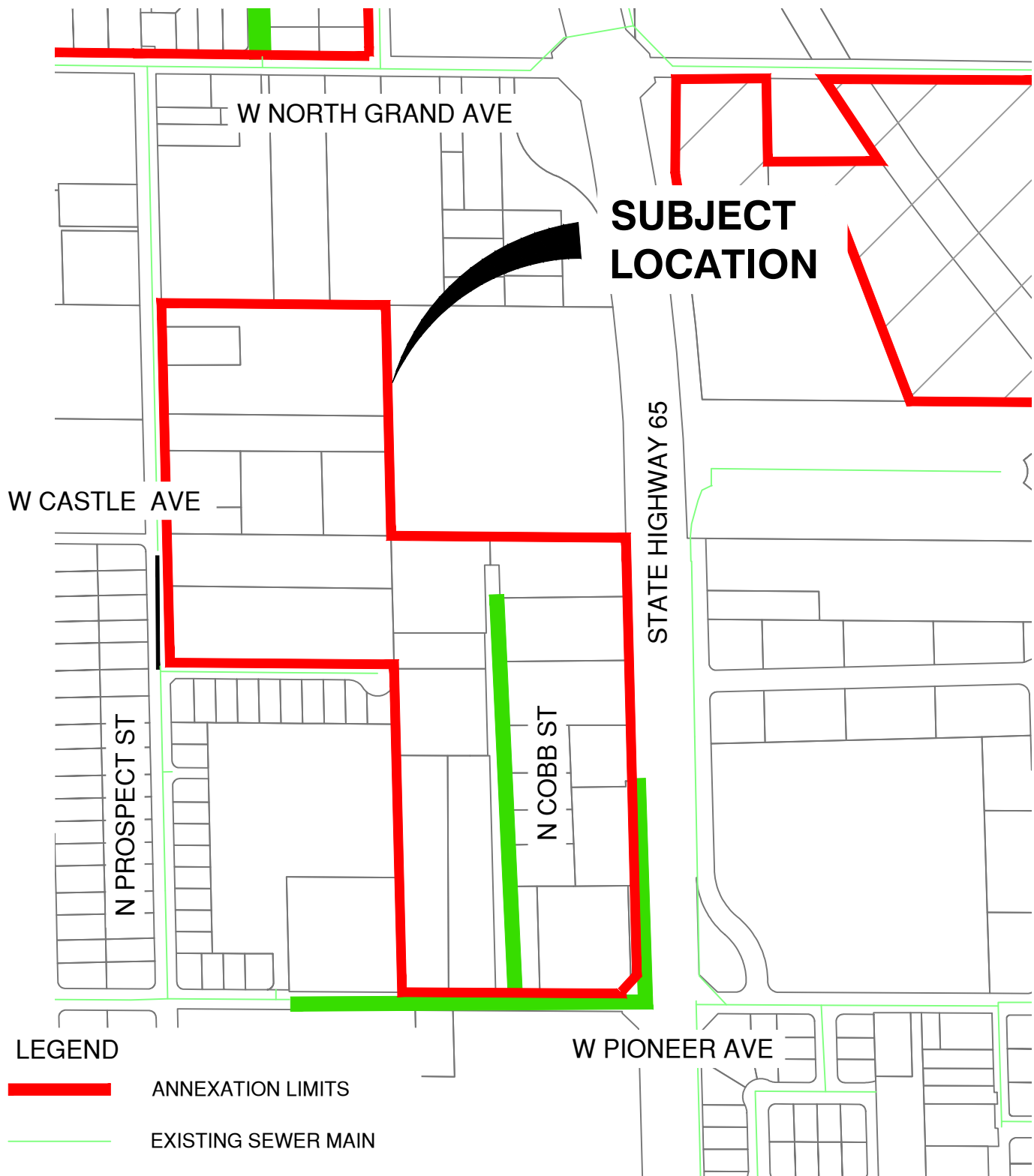
CITY OF PORTERVILLE
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**SEWER ANNEXATION
NUMBER 478A**

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SCALE	1" = 200'-0"
DATE	9/3/2019

SHEET
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OF
1



LEGEND

- ANNEXATION LIMITS
- EXISTING SEWER MAIN
- PROPOSED SEWER MAIN



SEWER SYSTEM IMPROVEMENT SUMMARY

BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	2,750	\$80/L.F.	\$220,000
NUMBER OF LOTS	25	\$6,000/EA.	\$150,000

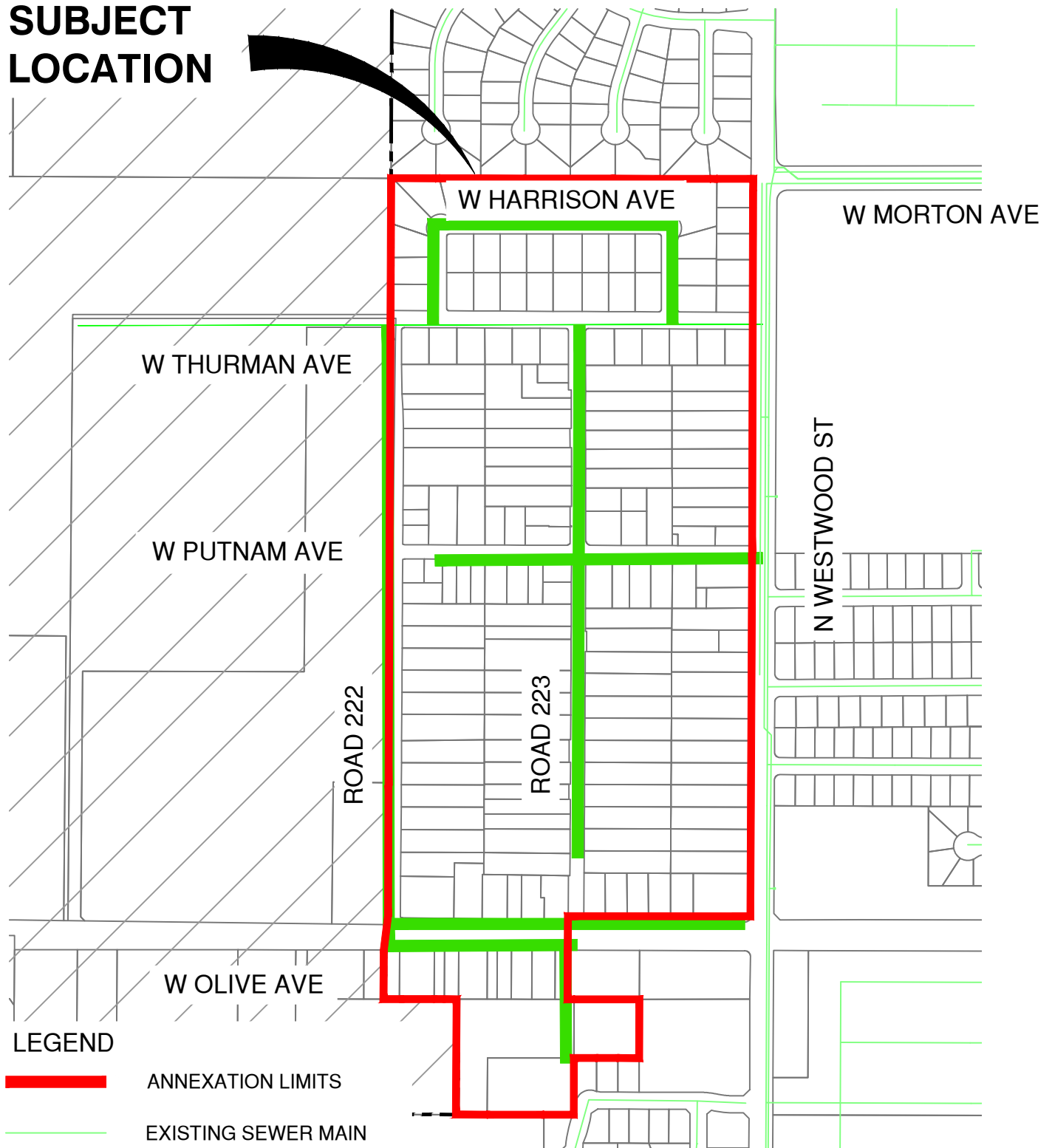
CITY OF PORTERVILLE
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**SEWER ANNEXATION
 NUMBER 478B**

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SCALE	1" = 400'-0"
DATE	9/3/2019

SHEET
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SUBJECT LOCATION



LEGEND

- ANNEXATION LIMITS
- EXISTING SEWER MAIN
- PROPOSED SEWER MAIN



SEWER SYSTEM IMPROVEMENT SUMMARY

BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	9,700	\$80/L.F.	\$776,000
NUMBER OF LOTS	181	\$6,000/EA.	\$1,086,000

CITY OF PORTERVILLE
ENGINEERING DIVISION

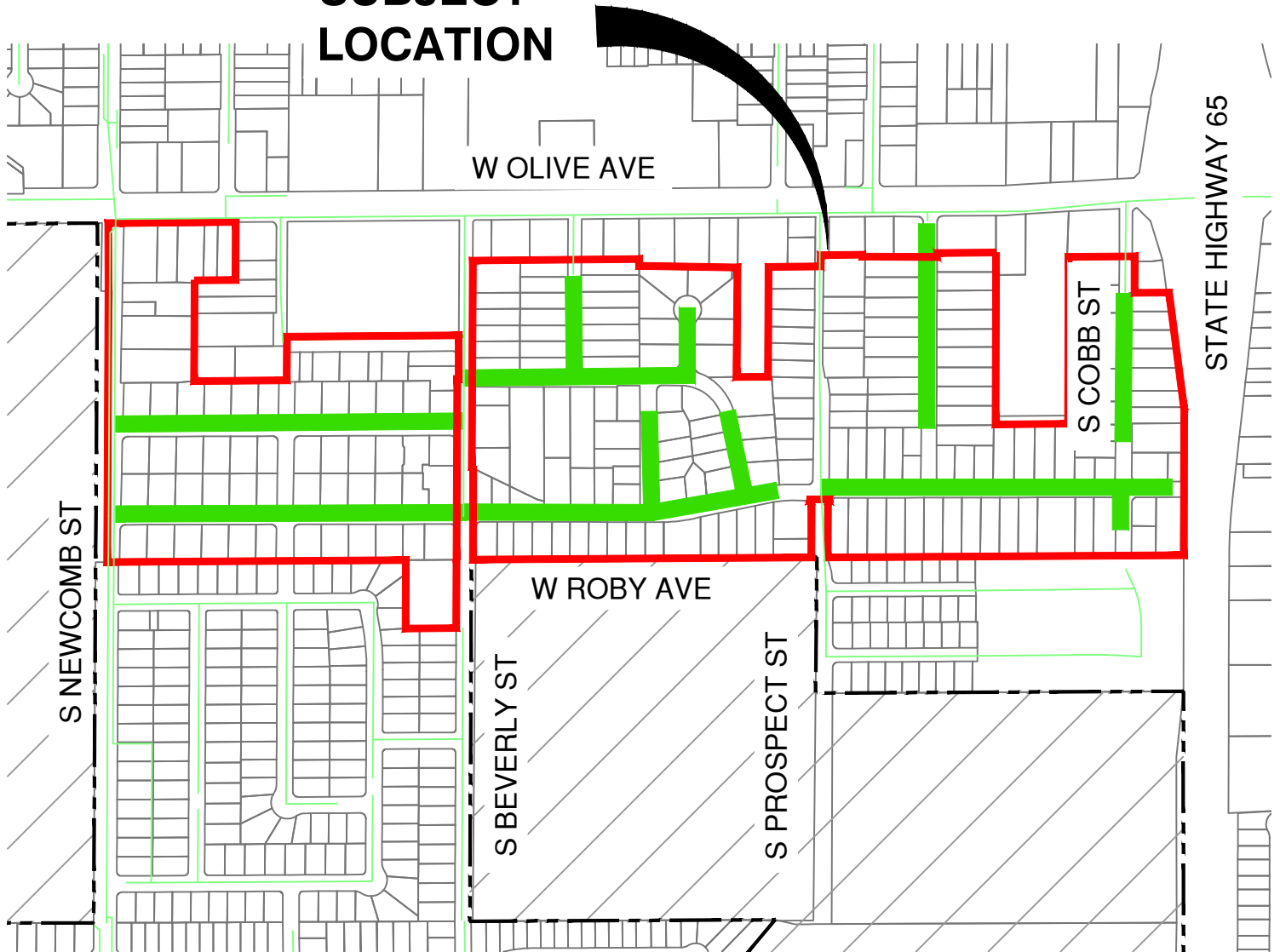
291 NORTH MAIN STREET
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SEWER ANNEXATION
NUMBER 478C

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SCALE	1" = 500'-0"
DATE	9/3/2019

SHEET
1
OF
1

SUBJECT LOCATION



LEGEND

- ANNEXATION LIMITS
- EXISTING SEWER MAIN
- PROPOSED SEWER MAIN

SEWER SYSTEM IMPROVEMENT SUMMARY

BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	9,250	\$80/L.F.	\$740,000
NUMBER OF LOTS	186	\$6,000/EA.	\$1,116,000

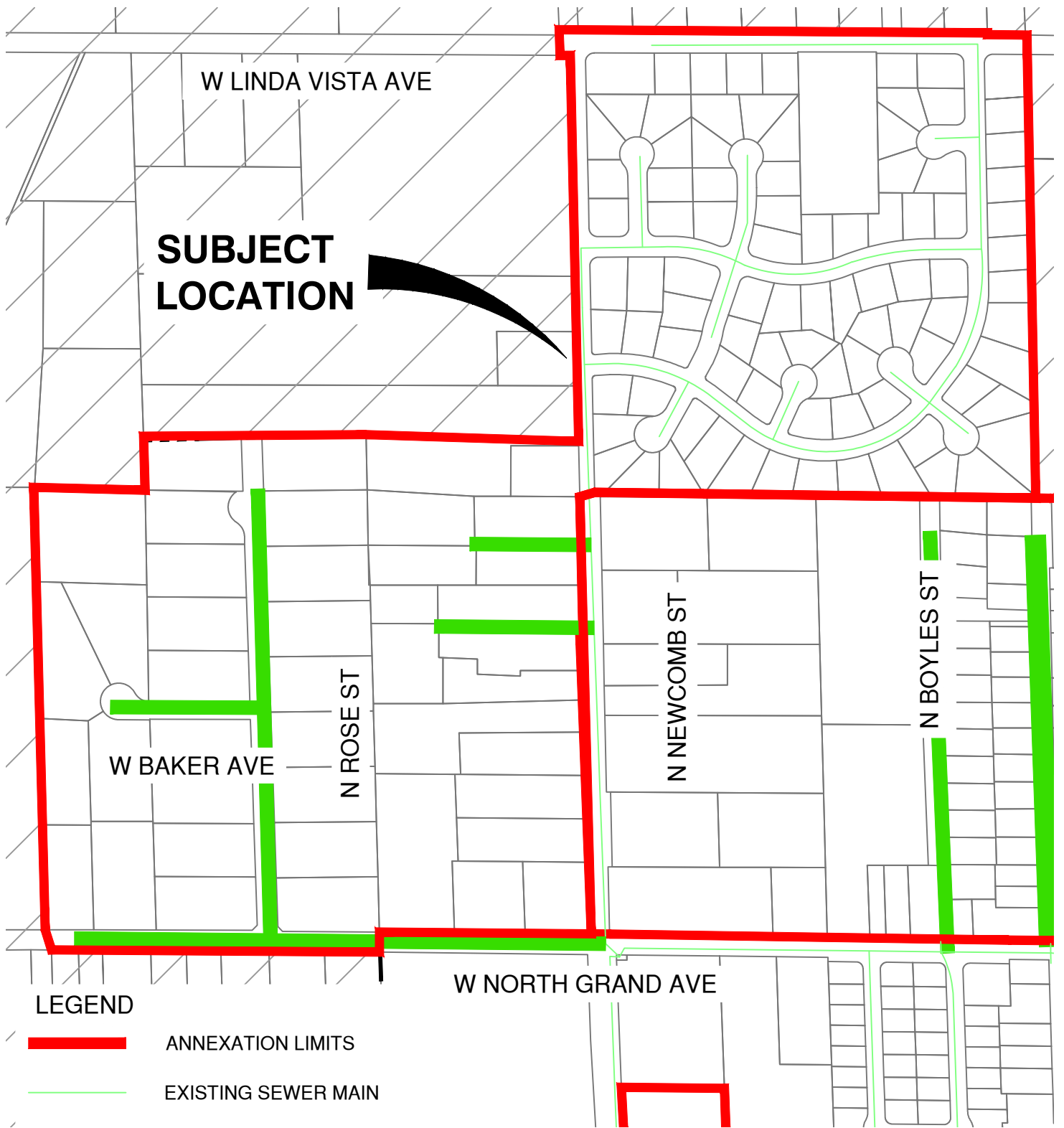


CITY OF PORTERVILLE
ENGINEERING DIVISION
 291 NORTH MAIN STREET
 PORTERVILLE, CA 93257
 (559) 782-7462

**SEWER ANNEXATION
 NUMBER 479A**

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SCALE	1" = 600'-0"
DATE	9/3/2019

SHEET
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 OF
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LEGEND

- ANNEXATION LIMITS
- EXISTING SEWER MAIN
- PROPOSED SEWER MAIN



SEWER SYSTEM IMPROVEMENT SUMMARY

BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	4,150	\$80/L.F.	\$332,000
NUMBER OF LOTS	42	\$6,000/EA.	\$252,000

CITY OF PORTERVILLE
ENGINEERING DIVISION

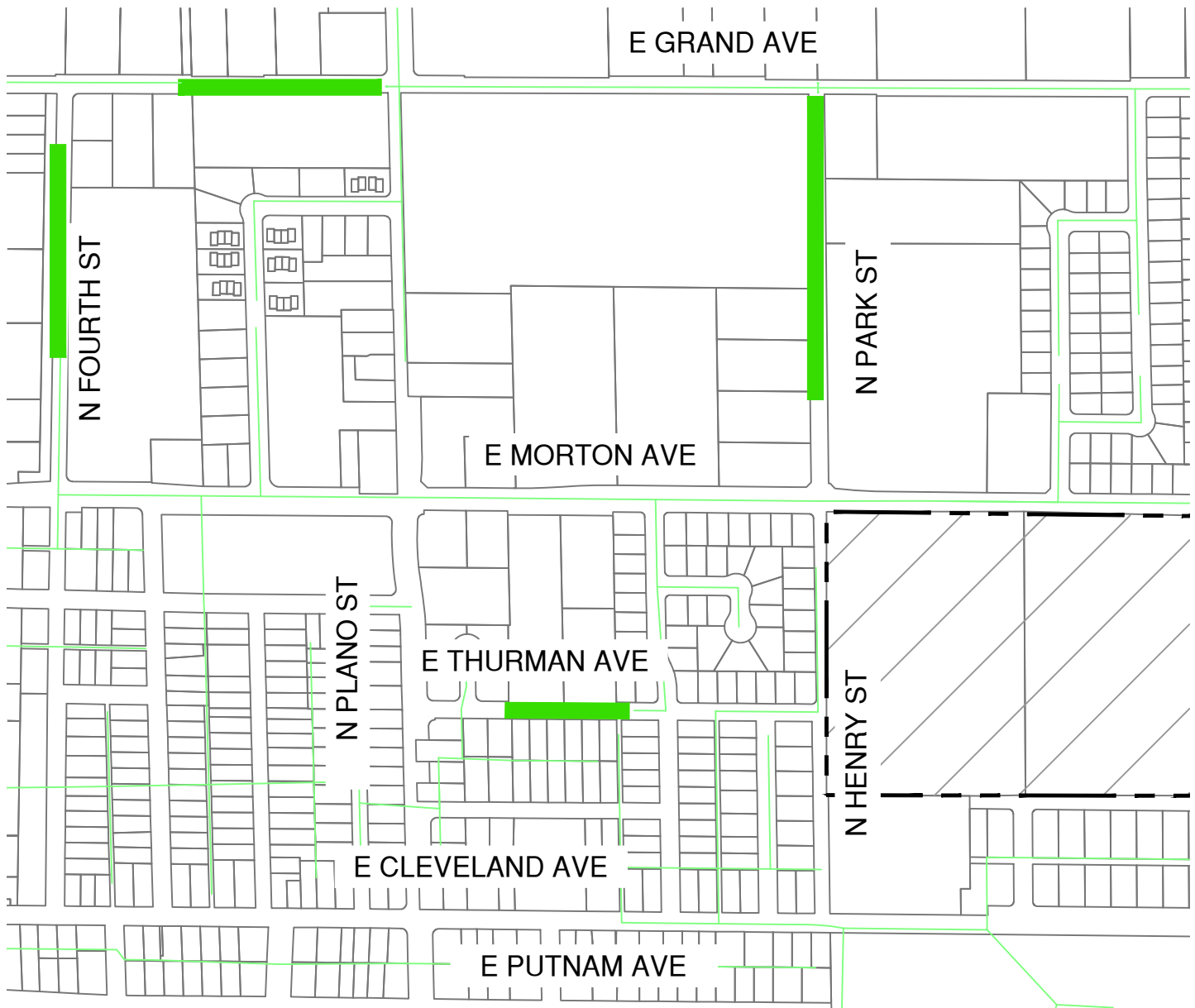
291 NORTH MAIN STREET
PORTERVILLE, CA 93257
(559) 782-7462

SEWER ANNEXATION
NUMBER 480

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SCALE
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CAL
1" = 400'-0"
9/3/2019

SHEET
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OF
1



LEGEND

- ANNEXATION LIMITS
- EXISTING SEWER MAIN
- PROPOSED SEWER MAIN

SEWER SYSTEM IMPROVEMENT SUMMARY

BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	2,700	\$80/L.F.	\$216,000
NUMBER OF LOTS	25	\$6,000/EA.	\$150,000



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

SEWER ANNEXATION AREA 1

DRAWN BY	CAL
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SCALE	1" = 500'-0"
DATE	9/3/2019

SHEET
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 OF
 1



LEGEND



ANNEXATION LIMITS



EXISTING SEWER MAIN



PROPOSED SEWER MAIN

SEWER SYSTEM IMPROVEMENT SUMMARY

BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	1,250	\$80/L.F.	\$100,000
NUMBER OF LOTS	14	\$6,000/EA.	\$84,000



CITY OF PORTERVILLE
ENGINEERING DIVISION

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

SEWER ANNEXATION AREA 2

DRAWN BY CAL

CHECKED BY

SCALE

DATE

1" = 500'-0"

9/3/2019

SHEET

1

OF

1

SUBJECT LOCATION

W WESTFIELD AVE

N HIGHLAND DR

N MAIN ST

N SCENIC DR

W MULBERRY AVE

LEGEND

- ANNEXATION LIMITS
- EXISTING SEWER MAIN
- PROPOSED SEWER MAIN



SEWER SYSTEM IMPROVEMENT SUMMARY

BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	2,200	\$80/L.F.	\$176,000
NUMBER OF LOTS	22	\$6,000/EA.	\$132,000

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

SEWER ANNEXATION AREA 3

DRAWN BY	CAL
CHECKED BY	
SCALE	1" = 500'-0"
DATE	9/3/2019

SHEET
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OF
1

W PIONEER AVE

**SUBJECT
LOCATION**

N MILO ST

W LA VIDA AVE

W WESTFIELD AVE

LEGEND



ANNEXATION LIMITS



EXISTING SEWER MAIN



PROPOSED SEWER MAIN



SEWER SYSTEM IMPROVEMENT SUMMARY

BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	200	\$80/L.F.	\$16,000
NUMBER OF LOTS	6	\$6,000/EA.	\$36,000

CITY OF PORTERVILLE
ENGINEERING DIVISION

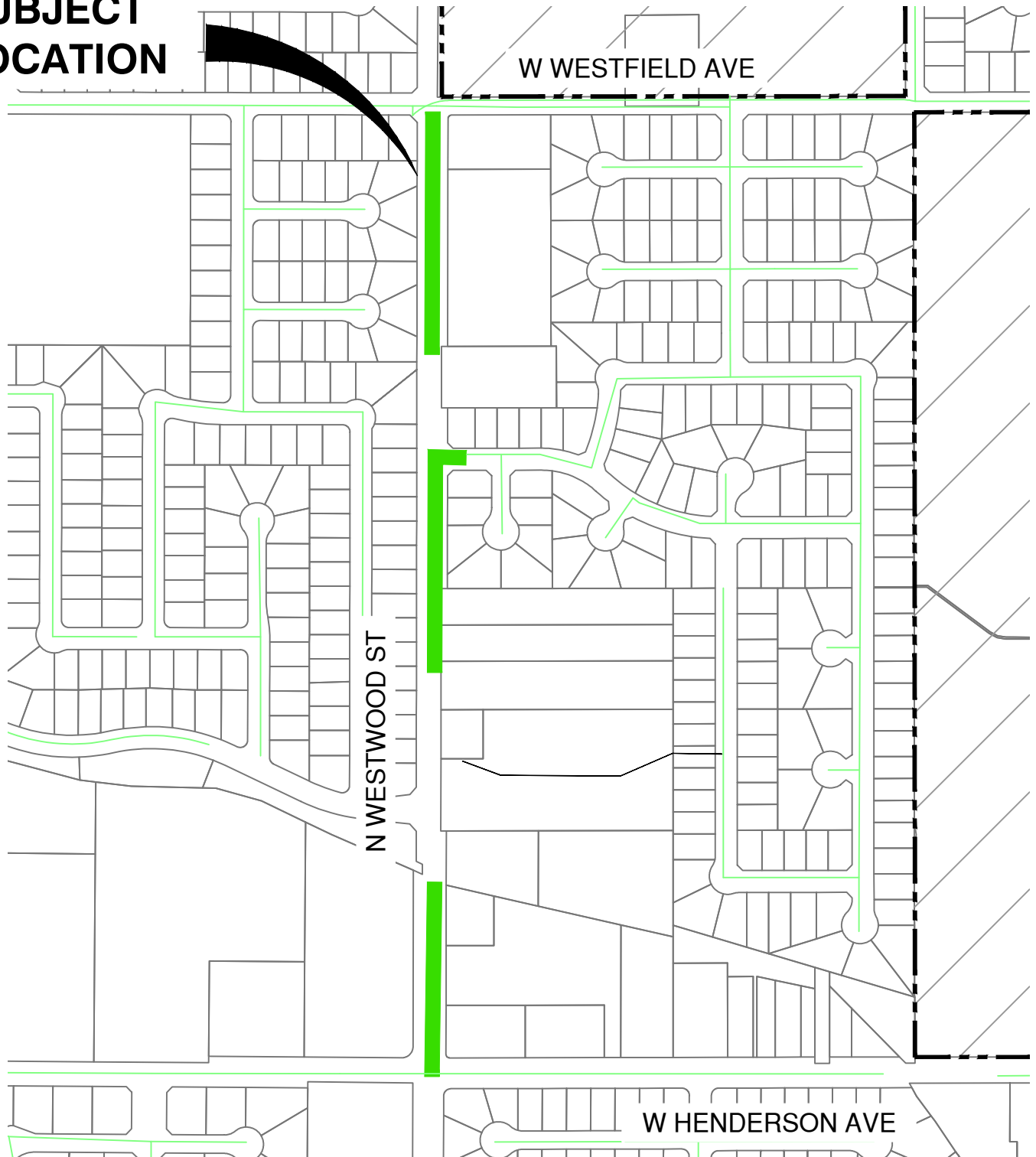
291 NORTH MAIN STREET
PORTERVILLE, CA 93257
(559) 782-7462

**SEWER ANNEXATION
AREA 4**

DRAWN BY	CAL
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SCALE	1" = 200'-0"
DATE	9/3/2019

SHEET
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OF
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SUBJECT LOCATION



SEWER SYSTEM IMPROVEMENT SUMMARY

BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	1,900	\$80/L.F.	\$152,000
NUMBER OF LOTS	8	\$6,000/EA.	\$48,000



CITY OF PORTERVILLE
ENGINEERING DIVISION

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

**SEWER ANNEXATION
AREA 5**

DRAWN BY	CAL
CHECKED BY	
SCALE	1" = 400'-0"
DATE	9/3/2019

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OF
1



SEWER SYSTEM IMPROVEMENT SUMMARY			
BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	850	\$80/L.F.	\$68,000
NUMBER OF LOTS	22	\$6,000/EA.	\$132,000

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

**SEWER ANNEXATION
 AREA 6**

DRAWN BY	CAL
CHECKED BY	
SCALE	1" = 200'-0"
DATE	9/3/2019

SHEET
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OF
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CITY COUNCIL AGENDA – SEPTEMBER 17, 2019

SUBJECT: Authorization to Purchase Picnic Tables for Veterans Park

SOURCE: Parks and Leisure Services

COMMENT:

Veterans Park has three (3) covered pavilions that include picnic tables. Pavilion #2 sits just north of the Skate Park and is a highly utilized amenity of the park. The six (6) picnic tables at pavilion #2 are in dire need of replacement, as they have degraded over time to the point of almost not being usable. The proposed replacement tables are six-foot heavy-duty rectangular tables that are perforated, with powder metal coating. One of the new tables will be a six-foot single-sided, extra heavy duty that is compliant with the Americans with Disabilities Act (ADA).

Four of the major commercial grade recreation equipment vendors that the City typically seeks quotes from were contacted. The responsive quotes that met specifications for the picnic tables were as follows:

Park Planet	\$7,559.95
MRC Gametime	\$11,004.67

Park Planet is a member of National Purchasing Partners which is a government discount purchasing program. There is not an established replacement fund for park amenities, including picnic tables. Therefore, it is recommended that the funding for the picnic tables come out of the Parks and Leisure Services operating budget in the General Fund.

RECOMMENDATION: That the City Council authorize the purchase of six (6) picnic tables from Park Planet in the amount of \$7,559.95, to be funded out of the Parks & Leisure Services Department General Fund operating budget.

ATTACHMENTS:

1. Picnic Table Photos
2. MRC Gametime Quote
3. Park Planet Quote

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager







C/O MRC 505 Montgomery St #1100
San Francisco, CA 94111
Ph: 800-235-2440 Fx: 732-974-0226
Em: MRC@GAMETIME.COM
Web: www.mrcrec.com

QUOTE
#153335

08/29/2019

CA Porterville City of Tables

Porterville City of
Attn: Donnie Moore
291 North Main Street
Porterville, CA 93257
Phone: 559-782-7539
dmoore@ci.porterville.ca.us

Project #: P93982
Ship To Zip: 93257

Quantity	Part #	Description	Unit Price	Amount
5	28014	Game Time - 6' P/S Hd Picnic Table [Basic: _____] [Coated Site: _____]	\$1,432.00	\$7,160.00
1	28016	Game Time - 8' P/S Ada Hd Picnic Table [Basic: _____] [Coated Site: _____]	\$1,515.00	\$1,515.00

INSTALLATION AND OFF LOADING UPON DELIVERY ARE
NOT INCLUDED IN THIS PROPOSAL

CL/hd

SubTotal: \$8,675.00
Tax: \$802.44
Freight: \$1,527.23
Total Amount: \$11,004.67

This quotation is subject to policies in the current GAMETIME PARK & PLAYGROUND CATALOG and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to **GAMETIME c/o Marturano Recreation**. Kindly issue one order for the equipment and a separate order for surfacing and/or equipment installation services. Customer is responsible for any required permits and fees pertaining to such permits.

PRICING / PAYMENT: Pricing f.o.b. factory, firm for 30 days from date of quotation unless otherwise stated above. Payment terms: Purchase order made payable to **GameTime**. Net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

TAXES: State and local taxes, if applicable, will be added at time of invoicing unless a tax exempt certificate is provided at the time of order entry. **FREIGHT /**

SHIPMENT: Freight charges: Prepaid and added at time of invoicing. Shipment: order shall ship within 30-45 days after GAMETIME'S receipt and acceptance of your PURCHASE ORDER, signed quotation and color selections.

RECEIPT OF GOODS: Customer is responsible for unloading and uncrating equipment from truck. Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment.

EXCLUSIONS: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; installation; installation tools/equipment; safety surfacing; borders and drainage provisions.

TO ORDER: Please complete the acceptance portion of this quotation and provide color selections, PURCHASE ORDER and other key information requested. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Sales Representative: Chris Litvinchuk/hd



QUOTE



Corporate Office
1555 Tahoe Court
Redding, CA 96003
Tax ID#: 72-1545106
Main#: (877) 473-7619
Fax#: (530) 246-0518

QUOTE TO:

City of Porterville
Darren Maddox
291 N. Main St.
Porterville, CA 93257

SITE ADDRESS:

DATE: 8/26/2019
QUOTE #: Q19-2747

Main #: 559.782.7515
Email: dmaddox@ci.porterville.ca.us

REP: Kasanna@parkplanet.com
PROJECT: Picnic Tables
TERMS: Net 30dys / Shipment

QTY	VENDOR	MODEL #	DESCRIPTION	RATE	TOTAL
5	Ultrasite	P238-P6	6' Extra Heavy Duty Table, Perforated - PC Frame Blue Seats and Top Black Frame -mounting hardware not included	1,001.00	5,005.00T
1	Ultrasite	P238HS-P6	6' Single Sided Extra Heavy Duty ADA Table, Perforated - PC Frame Blue Seats and Top Black Frame -mounting hardware not included	908.00	908.00T
		UPF	UltraPlay Shipping	1,100.00	1,100.00
		Equip Only	Equipment only. Installation to be supplied by others.		
		Offloading	Offloading & storage of equipment is the customer's responsibility. For most products a forklift rated for 5000lbs or more AND also reach forks is recommended.		

QUOTE GOOD FOR 30 DAYS

SUBTOTAL \$7,013.00

ORDER/DELIVERY INFORMATION: (Unless otherwise specified)
Offloading and installation are customer's responsibility. Please consult your sales representative for shipping and delivery time line. Time line will depend on equipment ordered. At time of shipment the commercial freight company will call to make a delivery appointment.

SALES TAX (9.25%) \$546.95

TOTAL \$7,559.95

Representative Authorized to Order:

SIGNED QUOTE REQUIRED TO ORDER

Date:



CITY COUNCIL AGENDA – SEPTEMBER 17, 2019

SUBJECT: Consideration of Approval of Contract Renewal with CivicPlus

SOURCE: Administrative Services

COMMENT: In November 2014, the City Council authorized entering into a contract with SuiteOne Media for the provision of a web-based agenda management system. Prior to this contract, the agenda process was low-tech and labor-intensive. The transition to SuiteOne Media significantly streamlined and automated the agenda process.

SuiteOne has since been sold and rebranded. It is currently owned by CivicPlus and operates under the name of CivicClerk. Despite changes in the ownership and branding, CivicClerk remains to be a user-friendly and cost-effective tool for agenda management.

The cost of the City's original contract with SuiteOne Media was \$6,564 per year, for a term of one (1) year with automatic renewals. While SuiteOne had the option to implement a rate increase of five percent (5%) annually, no increase was ever implemented. CivicPlus now proposes to renew the contract at the rate of \$8,752 annually, subject to a five percent (5%) annual increase beginning in the third year.

RECOMMENDATION: That the City Council approve the proposed contract renewal with CivicPlus at an annual rate of \$8,752, with a 5% annual increase beginning in the third year with automatic renewals, for the web-based agenda management system.

ATTACHMENTS: 1. Proposed Amendment

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager



AMENDMENT TO THE AGREEMENT

THIS AGREEMENT AMENDMENT (this "Amendment") is agreed to this ____ day of _____, 2019 ("Effective Date") by and between CivicPlus, LLC, d/b/a CivicPlus ("CivicPlus") and City of Porterville, CA ("Client") (jointly, "Parties") and shall be effective as of the date set forth above.

RECITALS

WHEREAS, Client entered into the Terms and Conditions of Services Agreement dated October 30, 2014 for the use of the Meeting Management Software, with Boardsync Enterprises (the "Agreement");

WHEREAS, CivicPlus acquired Boardsync Enterprises and all customers, contracts and obligations on September 20, 2017, and has since been providing all services under the Agreement to Client;

WHEREAS, thus far CivicPlus has maintained the Agreement's original payment terms, yet the cost of providing the services, maintenance, upgrades and service providers associated with the software has increased; and

WHEREAS, CivicPlus and Client have agreed to alter certain terms as set forth in the Agreement by this written instrument duly executed by the Parties, the modification of terms as specified in this Amendment.

NOW, THEREFORE, the Parties hereto mutually agree for good and valuable consideration, the receipt and adequacy of which is hereby agreed as follows:

1. "CivicPlus" shall hereby replace any mention of "Boardsync" throughout the Agreement.
2. Client's Annual Service Fee shall increase to the amount of \$8,752 to be billed on the Agreement's next renewal term following the Effective Date of this Amendment.
3. The Annual Service Fee, which includes without limitation hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in the third year of service following this Amendment.
4. All other terms and conditions of the Agreement, not modified herein, shall remain in full force and effect.

Acceptance

We, the undersigned, agreeing to the conditions specified in this Amendment, understand and authorize the provision of services outlined in this Amendment.

Client

CivicPlus

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



CITY COUNCIL AGENDA – SEPTEMBER 17, 2019

SUBJECT: Police Department Communications Center Audio Logger Upgrade

SOURCE: Police

COMMENT: The Porterville Police Department first purchased its current audio logger in 2006. This equipment is an instrumental piece of the Communications Center that records all 9-1-1 and business phone calls, as well as all radio traffic coming into and from the Fire and Police Departments. The Department relies on these recordings for training topics, court proceedings and State mandated record retention for a minimum of six (6) months.

The current DLI Audio Logger is an outdated piece of equipment that is not currently compatible with NG 9-1-1 (which includes text to 911). The Department is currently in the process of a complete upgrade to the Communications Center. In doing so, the Computer Automated Dispatch and Records Management Systems are being replaced by Spillman Motorola Flex, and the 9-1-1 Phone System is being replaced by Motorola CallWorks, to include NG 9-1-1 Emergency Call Management. The Eventide Logging Recorder is fully integrated and compatible with Motorola Callworks, and it is able to capture text to 9-1-1 communications, which the current audio recorder is unable to do.

The Eventide Logging Recorder is sold by Goserco, Inc under the CMAS contract 3-17-70-2565D, which eliminates the requirement for additional quotes. The total cost of the recorder is \$35,763.52, which includes a comprehensive installation package, all project management, installation, configuration, and testing, as well as training and 1st year support. Annual maintenance and support following year one is \$3,304.80.

Funds for the purchase of this upgraded recorder are available through the Police Department's equipment replacement account. The annual maintenance fee and support costs are available through the Department's General Fund operating budget.

RECOMMENDATION: That the City Council:

1. Authorize staff to negotiate the purchase of Eventide Logging Recorder on a CMAS Contract from Goserco, Inc; and,
2. Authorize staff to complete all documents necessary for this purchase.

ATTACHMENTS: 1. Eventide Logging Recorder Quote

Appropriated/Funded:

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager

We have prepared a quote for you

Eventide Logging recorder-CMAS 3-17-70-
2565D

Quote #010049 v1

Prepared for
Porterville Police Department

Prepared by
Shaun Andrews

Friday, August 30, 2019

Porterville Police Department
Robin Rapp
350 N. D Street
Porterville, CA 93257
rrapp@ci.portervill.ca.us

Dear Robin,

Thank you for giving Goserco the opportunity to propose an Eventide recording solution. The breakdown of your system proposal is below.

Eventide Nexlog recorder

- **Analog recording for radio and 911 trunks(approx 12)**
- **IP recording for Motorola Call Works(Includes SMS to 911 licensing)**
- **Ani/Alf integration**
- **Enhanced Reporting**
- **Quality Factor(Quality Assurance)**
- **Geofence Mapping**



Shaun Andrews
Sales Account Manager
Goserco HQ

Eventide NexLog Hardware		Price	Qty	Ext. Price
CE-740-NexLog740	NexLog 740 base system: 3U rack-mount, Intel Core2 Quad CPU, Dual NIC, Embedded Linux, NexLog base software, web-based configuration manager, and 1st year warranty.	\$6,524.89	1	\$6,524.89
	Display Options			
CE-740-FP-105301	Integrated Front Panel with 7" Touchscreen NexLog740	\$1,056.88	1	\$1,056.88
	Removable Archive Options			
CE-740-AD-105321	Equip with 1 Multi-Drive for DVD-RAM (standard)	\$0.00	1	\$0.00
	Internal Storage Options			
CE-740-ST-105314	Upgrade to 4 x 1TB Hot Swap h/w-RAID5 = 3TB storage	\$2,350.43	1	\$2,350.43
	Rack Slide Options			
CE-740-RM-324430	Rack Mount Slides - 4 Post, 3U (for NexLog 740)	\$293.80	1	\$293.80
	Record Boards			
CE-AUD-105284-016	16-Channel Analog Card, 16 Ch. Licenses	\$3,264.48	1	\$3,264.48
CE-CBL-264242-003	9 ft. Connector Cable for Analog or Digital PBX card 9 ft. Connector Cable for Analog or Digital PBX card	\$179.55	1	\$179.55
Subtotal:				\$13,670.03

Eventide NexLog Software		Price	Qty	Ext. Price
CE-SW-271083	MediaWorks PLUS: Concurrent Access for 8 Users	\$812.04	1	\$812.04
CE-INT-209029	NENA ANI/ALI CAD Spill Integration or SMDR NENA ANI/ALI CAD Spill Integration or SMDR	\$2,852.34	1	\$2,852.34
CE-SW-115021	Enhanced Reporting Package Enhanced Reporting Package	\$812.04	1	\$812.04
CE-GEO-271098	Geo Search/View (Requires Lat/Lon, MW PLUS, Google Maps)	\$812.04	1	\$812.04
	Quality Factor			
CE-QF-271077	Quality Factor: 20 Agents (Requires MediaWorks PLUS)	\$1,220.10	1	\$1,220.10
	PSAP Controller Integrations-Emergency callworks			

Eventide NexLog Software		Price	Qty	Ext. Price
CE-INT-209273	9-1-1 SMS/TXT Capture Enabler (non-SIPREC)	\$1,291.95	1	\$1,291.95
	9-1-1 SMS/TXT Capture Enabler (non-SIPREC)			
	VoIP-For 6 Callworks positions			
CE-VIN-271052	Internal IP Recorder with First 8 G.711 Channels	\$3,468.51	1	\$3,468.51
		Subtotal:		\$11,269.02

Professional Services		Price	Qty	Ext. Price
CG-SVC-Implementation Pkg	Comprehensive installation package: includes all project management, installation, configuration, and testing, all travel time and expenses, and 1st year support (M-F 8am-5pm)	\$9,560.00	1	\$9,560.00
	Comprehensive installation package: includes all project management, installation, configuration, and testing, all travel time and expenses, and 1st year support (M-F 8am-5pm)			
		Subtotal:		\$9,560.00

Phone: 480-964-8911

Email: sandrews@goserco.com

Web: www.goserco.com

Eventide Logging recorder-CMAS 3-17-70-2565D

Quote Information:

Quote #: 010049

Version: 1

Delivery Date: 08/30/2019

Expiration Date: 10/28/2019

Prepared for:

Porterville Police Department

350 N. D Street

Porterville, CA 93257

Robin Rapp

rrapp@ci.portervill.ca.us

559-782-7400

Prepared by:

Goserco HQ

Shaun Andrews

480-964-8911 x 5117

Fax 480-964-8912

sandrews@goserco.com



Quote Summary		Amount
	Eventide NexLog Hardware	\$13,670.03
	Eventide NexLog Software	\$11,269.02
	Professional Services	\$9,560.00
	Subtotal	\$34,499.05
	Tax	\$1,264.47
	Total	\$35,763.52

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Project Scope Detail

Comprehensive installation package: includes all project management, installation, configuration, and testing, all travel time and expenses, and 1st year support (M-F 8am-5pm)

Project Scope Detail

- Pre-installation build, configuration, and ground shipping to site
- Remote project management, planning, and documentation
- On-site system installation, configuration, and recording testing during business hours
- Deployment of search/playback/export client environment
- Configuration of network archival to customer-furnished network-attached storage
- Configuration of access security per customer-furnished information
- Configuration of NTP time synchronization, and system e-mail notifications
- End-user system administrator and supervisor client training
- All travel time and expenses included
- 1st year on-site warranty repair service, with unlimited remote support to M-F 8am-5pm

Statement of Work

Porterville Police Department

Communications Recording Solution Upgrade or Implementation

Prepared for: Porterville Police Department ("the customer")

Prepared by: Goserco, Inc. ("Goserco")

Project: Communications Recording Solution (Upgrade or Implementation)

Statement of Work (SOW) and Statement of Purpose

Goserco, Inc. is pleased to submit this statement of work to Porterville Police Department for services to deliver: the applicable installation, configuration, testing, training, and the relevant project management, for a new or upgrade communications recording solution. This document outlines, the services that Goserco, Inc. will provide, as well as those expected to be provided by Porterville Police Department, or its relevant vendors, in planning for and implementing this project. It may also describe specific services to be customized to your environment. Specifically, this SOW is only for the applicable installation, configuration, testing, training, and the relevant project management, for a communications recording solution.

In the event of overlap, any specific terms and conditions agreed to by Goserco by other device (contract, RFP response, or other written agreement) shall take precedence over this statement of work. With authorized signature by both parties, and in the absence of such an outside agreement, the terms and conditions specified in this statement of work shall apply, and constitute agreement to such terms and conditions by both parties.

Changes to this Statement of Work will be processed in accordance with the procedures described in "Appendix B. Project Change Control Procedure". A Change Authorization must be approved and accepted by both parties to initiate scope changes under this agreement. The investigation and the implementation of changes may result in modifications to any aspect of the project schedule, pricing/invoiced charges, and/or other terms of this agreement. Without signatures of acceptance, specific pricing (if any) in this Statement of Work expires 60 days following the date of its preparation.

Project Scope

The scope – the customized and detailed list of specific items that define what will be considered "in-scope" for this project, is written in a separate section that follows titled, "Project Scope Detail". The Project Scope Detail is considered part of this statement of work.

Assumptions

General

- The customer will provide a single point of contact that will act as the project owner and who will be the primary individual to sign off on the project phases at completion
- All work under this statement of work will occur Monday-Friday between the hours of 8:00 am and 5:00 pm; no installations, configuration, moves, site visits, or other related work will be scheduled over weekends, evenings, or Goserco, Inc.-declared holidays, without mutual agreement in advance from the Goserco, Inc. project manager and the customer project manager
- Goserco, Inc. and the customer will jointly create any project documentation, where customer involvement is required. The customer must approve the final installation schedule and final versions of project documentation to ensure it coincides with all expectations

- Goserco, Inc. and the customer will jointly create any special requirements for defining “project acceptance” in writing, and with mutual agreement to such requirements, those requirements will become part of a written cutover plan (or installation checklist)
- “Project acceptance” (via a signed installation service ticket or other written acknowledgement) should follow (within 24 hours) completion of the written project plan, and a successful support turnover call, and Goserco’s delivery to the customer of “as-built” system configuration documentation

Premises Work

- The customer will be responsible for all carpentry or mechanical work not explicitly detailed in this proposal
- The customer location does not require the use of union labor
- The customer assumes all responsibility for compliance with local and federal laws and regulations as they relate to recording telephone, radio, and other electronic or audio conversations, as well as other electronic communications (including visual) such as desktop screen recording and application usage tracking, etc.
- Cabling or termination of telecom, Ethernet, or electrical supply wiring, is not included in this SOW. Additional information follows in the section titled, “Specific Technical and Other Provisions”
- Hours spent troubleshooting problems outside of the project scope of in this SOW will be billed at \$150 per hour (via remote access) or \$225 per hour (on-site). The project managers will be contacted and will approve any additional charges prior to execution of any work that could result in additional charges

Shipping Management and or Special Requirements

- In general, all shipments for this project will be via local delivery or “UPS Ground”
- Any expedited shipping charges that result from customer request or customer delay will be passed on to the customer at actual cost

Deposits, Invoicing, and Scheduling

- Order Deposit – Unless other contractual arrangements or quoted payment terms exist (within this proposal package), whether governmental or private sector, a deposit equal to 50% of all hardware and software is due at the time the order is placed, and required to begin implementation project management. Services are invoiced at project completion
- Invoicing – Invoices for equipment and software (or for remaining balance on any equipment and software) to be installed as part of this implementation, will be generated when the equipment and software is delivered to the customer site(s). Invoices for services will be generated at the completion of those services (based on either a specific project milestone invoicing schedule or at general “project acceptance”)
- Payment - for all invoices is due with 30 days of invoice date (NET 30), and the customer may take a 2% discount (of invoice total) for any invoice paid within 10 days of invoice date (NET 10)
- Postponement/Project Schedule Delay - If the project schedule is postponed or delayed by the customer after any equipment has been ordered, the customer agrees to pay any balance due (less services not performed) within 30 days of the originally scheduled (a mutually agreed upon) installation date
- On-site Cancellation/Postponement Charges - If the installation is cancelled or postponed for reasons beyond the control of Goserco, Inc. once a technician is on-site, the cost of taking the technician out of service at \$150 per hour (for actual time out of service), and related travel expenses (at cost) will be passed on to the customer
- On-site Project Delay - If the project is unreasonably delayed while a technician is on-site for reasons such as, but not limited to: access to appropriate buildings or specific areas within buildings, lack of access to, or unavailability of assigned or appropriate customer personnel, delay due to a third party, waiting, etc. the cost of the technician being out of service at \$150 per hour (for actual time out of service), will be passed on to the customer

Goserco, Inc. Team Responsibilities

Pilot System

- If a pilot system is required (for multi-site installations only), it will be coordinated through the project planning process

Project Management

- The Goserco, Inc. project manager (or designated backup) will work with the customer for the life of the project. He or she will manage each phase of the project to include shipping, installation, training and all other contacts regarding this project
- The Goserco, Inc. project manager will handle escalation of problem solving within Goserco, Inc. internal teams as well as contacts within the Customer organization
- The Goserco, Inc. project manager should be the first point of contact for any project issue
- The Goserco, Inc. project manager will handle communication issues regarding equipment procurement and/or transportation within Goserco, Inc.
- The Goserco, Inc. project manager will review all documentation
- The Goserco, Inc. project manager will maintain a project schedule and tasks list

Installation Services

- All services under this statement of work will occur between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, or on otherwise suitable days and times as mutually agreed to by the customer project manager and the Goserco, Inc. project manager
- All installation teams will consist of 1-2 Goserco, Inc. technicians
- Installation and training is for Eventide NexLog recording equipment and client software as quoted/described
- Each technician will bring appropriate tools to complete their assigned tasks
- Any issues that may delay, or prevent the completion of the installation, will be escalated to the Goserco, Inc. project manager for resolution. Every effort will be made to overcome any issues while the technician is on-site
- All work areas will be neat, and free of recording system installation materials and packaging prior to leaving the site
- Goserco, Inc. is not responsible for any pre-existing network conditions that prevent normal operation, or delay the installation process (i.e., network configuration, network viruses, domain restrictions, IP address assignments/changes, PBX configuration/changes, etc.

Training Services

- All services under this statement of work will occur between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, or on otherwise suitable days and times as mutually agreed to by the customer project manager and the Goserco, Inc. project manager
- Training content is dictated by the stated project scope
- Training scheduling will be mutually agreed upon by the customer and Goserco, Inc. project manager. Although the customer is responsible for coordination of classroom facilities (where applicable), scheduling and attendance of appropriate participants, and production of any printed materials (from electronic documentation provided by Goserco, Inc.), the Goserco, Inc. project manager will assist in the organization and planning with the customer project manager.

Goserco, Inc. Contacts

- Project Manager: TBA
- Backup Project Manager: TBA
- Lead Technician: TBA
- Account Rep: TBA
- Other technicians and personnel, as assigned: Office 480-964-8911 Option 1

Customer Responsibilities

General

The responsibilities listed in this section are in addition to those responsibilities specified in any Goserco, Inc. quoted sales terms and all services by the customer are to be provided at no charge to Goserco, Inc. Goserco, Inc.'s performance is predicated upon the following responsibilities being fulfilled by the customer

Project Management

Prior to the beginning any work in the project calendar or plan, the customer will designate a Project Manager to whom all Goserco, Inc. communications will be addressed and who has the authority to act for the customer within the terms of this agreement. The Customer's project manager will be the focal point for the following activities:

- Serve as the communications interface between Goserco, Inc. and all Customer departments participating in this project.
- Coordinate and ensure the provision of all required customer information (as needed for proper implementation) and delivery of requirements (hardware, technical support, and services) as needed to perform this Statement of Work. Answers and information should be provided within three working days of Goserco, Inc. request, unless the Customer and Goserco, Inc. mutually agree to an extended response time
- Assignment of personnel to the project to be on-site at the time of equipment delivery and installation for verification and acceptance. Goserco, Inc. will coordinate the schedule with the Customer Project Manager
- Help resolve and escalate as needed project issues and problems within the customer staff
- Administer Project Change Control in conjunction with the Goserco, Inc. Project Manager
- Receive, review, and maintain Goserco, Inc.-prepared documentation
- Accept responsibility for the security of all equipment shipped to the Customer's location(s)
- Arrange for any security clearances required for all Goserco, Inc. personnel
- Arrange for payment of deposits and invoices

Customer Contacts

- Project manager: TBA
- Customer telephony contact: TBA
- Customer 911 telephony contact: N/A
- Customer radio contact: TBA
- Customer I.T. servers/network contact: TBA
- Customer I.T. desktop contact: TBA
- Customer operations (site) contact: TBA

Specific Technical Services and Other Provisions

Equipment -Environment

- Customer will ensure adequate UPS power and power distribution for all servers to be installed
- Customer will ensure adequate rack mounting space and proper environmental control where any equipment is to be installed - standard 19" 4-post rack rail hardware is typically supplied with new systems purchased from Goserco, Inc., however in cases where the standard supplied rack rail hardware will not accommodate a proper installation, the customer will provide and install suitable rack shelving or other mounting hardware as may be required by local building/equipment installation codes
- Each server must be located within Ethernet standard distances of the switch it connects to, and have a minimum of two available ports for network access - one dedicated for network traffic (CTI connection, client connections, and CAS server upload), and one for IP recording capture (or spare)

Operating System and Anti-Virus Software

- For Windows-based systems only, Operating System Critical Updates are the responsibility of the customer for Microsoft Windows-based systems (Manufacturer -tested update levels will be provided by Goserco, Inc. on regular basis, as QA'd and released by the manufacturer – typically semi-monthly)
- Anti-virus software (and proper configuration thereof) for the server(s) are the responsibility of the customer and are required – note: there may be mandatory file extension type exclusions for Windows-based servers (including any that are virtualized).

Equipment Access and Remote Access

- Customer will ensure access to any locked facilities (i.e.: equipment rooms) so as to prevent a technician from experiencing any delays on-site while attempting to access an installation location
- The customer will provide uninterrupted remote access to all Goserco, Inc.-installed servers (and potentially relevant clients) during any period in which Goserco, Inc. provides installation or configuration services, technical support or maintenance/extended warranty services

Networking, Clients, and Desktop Installations

- All server systems will require network connectivity with static IP addresses, valid subnet, gateway, and DNS addresses, as well as an NTP
- Network administrative configuration of the recording servers is the responsibility of the customer – Note: there may be specific network environment requirements for the system(s) and it is advised that the customer check with Goserco, Inc. prior implementation of configuration or changes – e.g. Audiolog servers are typically required to be joined to the domain in a separate OU with no policies pushed (including any servers that are virtualized), and a domain Audiolog administrative user account with local administrator privilege on the Audiolog is required for application services. While Eventide servers are Linux-based, there may be specific required network configuration
- Any new client user PC's must meet the minimum requirements listed in the system documentation CD
- An appropriate customer network technician will be on-hand and available (on installation and testing days) to assist with installation and client software installation as needed, as well as produce client software load procedure documentation in conjunction with a Goserco, Inc. technician at the installation
- All network configuration required to produce a successful implementation is the responsibility of the customer, and will be provided to Goserco, Inc. free of charge. A successful implementation includes both server connectivity and client pc network connectivity and configuration. Additionally, it is the responsibility of the customer to provide and ensure LAN/WAN connectivity and configuration that will allow for proper client access from within, or off-site, if applicable (including firewall configuration where necessary)
- Customer will provide a list of client pc's, AD user names, actual user names, and a seating chart (to include desired channel-level security restrictions) if Goserco, Inc. is to perform any installation of client software and restrict access to the system on a per-user basis

Telephone/PBX, Radio System, and or IP Dispatch Console Integration and Requested Configuration Information

- For integrated recording of any telephone/PBX, digital radio, or IP dispatch console communications system, the customer will provide or otherwise arrange for purchase, installation, and configuration of all telephone/PBX, digital radio, and or IP dispatch console hardware and software (including any required licensing that may be necessary to support recording in the customer environment). The customer will provide or otherwise arrange for purchase, installation, and configuration of any and all related/required network infrastructure (such as switches, firewalls, communications circuits, etc.). The customer will provide or otherwise arrange for purchase of all telephone/PBX, digital radio, and or IP dispatch console configuration, testing, and troubleshooting services, as well as any required network configuration (including SPAN ports if required), testing, and troubleshooting necessary to establish or support proper recording connectivity and communications to the telephone/PBX, digital radio, and or IP dispatch consoles, and the customer network
- Customer will provide a complete list of requested telephone/PBX, digital radio, and or IP dispatch console information: including, but not limited to, hardware and software versions, IP addresses, protocols, etc. as well as details that may be needed to ensure a successful integration and proper recording such as: agents, extensions,

device identifying information, channels, talk groups, and frequency ID's and or names, etc.

Wiring

Traditional Device Monitoring, and Other Wiring Notes

- In general, Goserco, Inc. will provide a demarcation point (typically 1 or more 66 blocks) and cable connection from this demarcation point to the recorder(s). The customer is responsible to provide feed wiring for any and all audio sources to be recorded, and cross-connect to the provided demarcation point
- For direct digital station tapping, the customer is responsible to provide feed wiring for any extension to be recorded. This is typically accomplished (for supported handset models), by passing the cross-connect wiring from the designated PBX output pair, through the provided recording demarcation point (punch without cut/termination), and on to the designated premise wiring/jack pair for the phone to be recorded. Goserco will re-cross connect existing phones so that they pass through the recording demark in cases where the customer can identify all phones to be recorded (e.g. produce a list of devices required to be recorded) and identify and mark existing extension punch down locations for at least one side of the existing cross connects of phones to be recorded (PBX port pair, or premise wiring pair)
- For analog recording (full-time or record-on-demand) of digital or VoIP phones via logger patch, analog feed wiring in the form of a CAT5 cable home run from within 5' of phone (terminated as an RJ11), to recorder demarcation block (non-terminated) is to be provided to Goserco, Inc. at no charge for each phone to be recorded. Goserco, Inc. will typically provide and install the required analog logger patches – note: a standard 110V AC power outlet within 5' of the phone is also required
- Intrado/Positron: For analog recording of LIFELINE100 and VIPER systems, CCB/SONIC analog feed wiring for position audio and E911 CAMA trunks (if applicable) is to be provided to Goserco, Inc. at no charge. If ANI/ALI integration is included, a standard DB9M serial connector (providing standard CDR from the Viper system) is required, and will be provided to Goserco, Inc. at no charge.
- Airbus/Cassidian: For analog recording of VESTA and systems, ACU/SAM analog feed wiring for position audio and E911 CAMA trunks (if applicable) is to be provided to Goserco, Inc. at no charge. If ANI/ALI integration is included, a standard DB9M serial connector (providing the ANI/ALI CAD spill) is required, and will be provided to Goserco, Inc. at no charge.
- For analog recording of radio, the customer is responsible to provide feed wiring that provides combined transmit/receive audio for any channel, frequency, or console to be recorded to Goserco, Inc. at no charge
- Signal strength (when audio is present) for analog VOX recording is typically optimal for recording in a range of -10dBm to 0dBm

Pricing

Pricing Per Quotation

Pricing for the services listed in this statement of work is as "a fixed amount, complete package".

APPENDIX A - Deliverable Guidelines

Status Reports

Purpose: The Goserco, Inc. project manager will typically provide weekly project plans or status reports via e-mail, advising the customer project team of the progress and status of Goserco, Inc. related activities. The report will outline and describe the status of tasks worked on during that period and document significant accomplishments, milestones, and problems identified

Content: The report may consist of the following, as appropriate for the project:

- A regularly updated project schedule, noting key events, planned travel, and training schedules

- Activities performed during the week/month
- Activities planned for the next week/month
- Issues or concerns about activities, which occurred in the previous week/month
- Recommendations relating to problems or issues
- Any other items that Goserco, Inc. reasonably anticipates may have an effect on the schedule or otherwise materially impact on the project
- Billing information if needed
- Project change control summary (See "Appendix B. Project Change Control Procedures" in Appendix B for details.)

Installation Checklist/Cutover Plan (if applicable)

Purpose: An installation checklist/cutover plan document will provide a detailed plan for cutover and contingency planning and or back-out procedures for the installation services. The installation checklist/cutover plan document will also provide a brief outline/timeline of expected activities for on-site time, and will require customer approval prior to installation. The combination of a completed customer-approved installation checklist and a completed service ticket by the installing technician will be presented to the customer for signature, and customer signature will constitute project acceptance. Minor exceptions, deviations, and other changes noted in the installation checklist shall not delay project acceptance if follow-up support or resolution has been initiated and communicated in writing, and such deviations do not materially impact the primary use and functions of the deployed system(s).

Copies of All System Software and Documentation

One copy of all system software and documentation will be provided for each site. In most cases documentation is provided in .PDF format on CD or DVD. Customers are responsible for the safe-keeping of software and documentation

Other Project Documentation

Other project documentation will be delivered as deemed beneficial to the project and may included such items as: specific technical documentation, specific project planning documentation, and specific site-specific configuration details documentation

Administrator and End -User Training

System administrator and end-user training sessions will be scheduled and provided, as dictated by the scope of the project. A training plan that details the training content, formats, and relevant audience(s) will be provided prior to training

APPENDIX B - Project Change Control

Procedures

The following provides a detailed process to follow if a change to the scope or directly from the Customer to this Statement of Work is required:

A Project Change Request (PCR) will be the vehicle for communicating change (to be completed by Goserco, Inc. at customer or Goserco, Inc. request)

- The Project Change Request must describe the rational for the change and the affect the change will have on the project
- The Customer and Goserco, Inc. Project Managers will review the proposed change and approve it or revise it as required. Goserco, Inc. will specify any charges for such change. If the Customer Project Manager authorizes the change, in writing, this constitutes approval for the change charge(s). Goserco, Inc. will invoice the Customer for any such charges. The Customer will be responsible for the affect that the change will have on price, schedule, and other terms and conditions of the Agreement

- A written Project Change Request must be signed by the Customer and Goserco, Inc. to authorize implementation for the changes

APPENDIX C – Legal Agreements

Invoices and Payment

Unless otherwise specified in a Sales or Services Agreement or other contract, you agree to pay Goserco, Inc. the Purchase Price for Products and/or Services and the license fee(s) for Licensed Software, less any deposit paid previously, within thirty (30) days of the delivery of any Products or Licensed Software and/or the provision of any Service. You also agree to pay Goserco, Inc. amounts equal to any applicable sales, use, property, value-added, or any other taxes, except income tax, resulting from any transaction under this Agreement or any Sales or Services Agreements. Any applicable tax will be based on those taxes imposed by the taxing authorities in the jurisdiction to which you request the Products or Licensed Software delivered or in which Services are performed. Unless otherwise agreed and indicated on documentation provided by Goserco, Inc. to you, such as an invoice, or otherwise provided herein, you will pay all shipping costs for Equipment, Product or Licensed Software you purchase from Goserco, Inc. In the event you dispute any amount on an invoice, you must provide written notification of the dispute to Goserco, Inc. within ten (10) days after you receive the disputed invoice. Goserco, Inc. agrees to provide supporting documentation concerning any disputed amount or invoice within ten (10) days after written notification of the dispute to Goserco, Inc. Both parties agree to use their best efforts to resolve such dispute within thirty (30) days after you provide written notification of the dispute. You shall have no obligation during the thirty (30) day period specified above to pay any amount that you reasonably dispute hereunder, but you agree to pay the undisputed portion of the invoice.

Shipping; Risk of Loss

All risk of loss or damage to the Products shall be the responsibility of the party upon whose premises the Products are located at the time of such loss or damage. In the event the loss or damage occurs during shipping or delivery, the party in charge of arranging for such shipping or delivery shall bear the responsibility for the loss or damage. You agree, upon delivery of Equipment or Products, and prior to the transfer of title and/or license rights to you, to insure such Equipment or Products with a conventional commercial insurance policy sufficient to protect Goserco, Inc.'s interest in such Equipment or Products and to provide Goserco, Inc. evidence of such insurance upon its reasonable request.

Non-Solicitation

Each party recognizes that the other party's employees are critical to the business operations of the other party. For the term of this Agreement and for six (6) months after its termination, each party agrees that it and any parent company, subsidiary, partner, limited partner, joint venture, or any entity related in any manner to it by common ownership ("Related Entities"), will not employ, hire, or compensate in any manner or capacity, including as an employee or independent contractor ("Employ") any employee of the other party that it was introduced to by, and who was directly connected with, such party's performance under this agreement. Each party further agrees not to employ any former employee of the other party unless the employer-employee relationship has been terminated for not less than one hundred eighty (180) days. In the event of breach of this provision by a party or any Related Entities, such party shall be liable to the other party for the principal sum of Twenty Five Thousand and No/100 Dollars (\$25,000.00) as liquidated damages, and not as a penalty for said breach.

Confidentiality

All documentation and information which are either designated as confidential or proprietary or would reasonably be considered to be confidential or proprietary, including without limitation, drawings, listings, techniques, algorithms, processes and technical and marketing information, business data and employee information which are transferred between the parties in connection with this agreement ("Proprietary Information") (other than documentation and information intended for general distribution to third parties) shall be held in strict confidence by the parties, and shall not be disclosed or used in any fashion other than pursuant to the terms of this agreement without the other party's prior written consent. Each party's proprietary information and all other items related thereto, including, without limitation, programs, methods of processing, specific design

and structure of individual programs and their interaction, and the unique programming techniques employed therein, and all enhancements, modifications, updates, and derivative works thereof are and shall remain the sole and exclusive property of such party and shall not be sold, revealed, used, disclosed, transmitted or otherwise communicated, directly or indirectly, by the other party except as expressly provided for in this Agreement. Each party agrees to protect the others' proprietary Information with the same standard of care and procedures that it uses to protect its own trade secrets and Proprietary Information of a confidential nature.

Force Majeure

Neither party shall be deemed to be in default or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of service resulting directly or indirectly from acts due to events of nature, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, fires, transportation contingencies, laws, regulations, acts or orders of any government or agency or officials thereof, other catastrophes or any other similar occurrences beyond such party's reasonable control. In every case, the delay or failure in performance or interruption of service must be without fault or negligence of the party claiming excusable delay and the party claiming excusable delay must promptly notify the other party of such delay. Performance time under this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay, which is excusable under this paragraph, provided, however, that if any such delay continues for a period of more than sixty (60) days, the party not claiming excusable delay shall have the option of terminating the order or service upon written notice to the party claiming excusable delay.

APPENDIX D - Signatures

Porterville Police Department

Communications Recording Solution Upgrade or Implementation

Document prepared for signature on August 30, 2019

We, the undersigned representatives of Porterville Police Department and Goserco, Inc. have read and understand this statement of work and the details contained herein. We agree to this Statement of Work as attached, the services to be provided as detailed in project scope detail, as well as the terms, conditions, specific responsibilities, provisions, and appendices:

Porterville Police Department

Goserco, Inc.

Signature of authorized customer representative

Signature of authorized Goserco, Inc. representative

Printed Name

Printed Name

Title

Title

Date: (MM/DD/YYYY)

Date: (MM/DD/YYYY)



CITY COUNCIL AGENDA – SEPTEMBER 17, 2019

SUBJECT: Porterville Police Communications Radio Console Workstation

SOURCE: Police

COMMENT: The Police Department is in the process of upgrading and expanding the current Communications Center to continue to provide a high level of service to the residents of Porterville. A component of the expansion plan is to increase the number of fully-functional workstations from five (5) to six (6). With staffing increases, the Communications Center has added the position of Communications Supervisor. This additional radio workstation will allow the Communications Supervisor to have a fully-functioning position, to include radio capabilities. This will allow the Communications Supervisor to assist during times of high call volume, during critical incidents, as well as in training scenarios and monitoring overall radio traffic in the Communications Center. With the increase in staffing of the Department, a sixth workstation is necessary; serving a dual purpose of supervision and complete emergency dispatching functions.

Staff is requesting J's Communications to perform this installation. J's is the contracted Motorola vendor and has installed all of the Motorola equipment in the Communications Center, patrol vehicles and handheld radios. J's Communications is able to provide the Department with Los Angeles County pricing, which is the lowest that can be provided within the state of California. In addition, Motorola is a sole proprietary business and the Department is only able to purchase Motorola equipment within its assigned zone. J's Communications is the only Motorola vendor within this zone and the Department's assigned vendor.

The cost for the additional radio console workstation is \$21,373.58.

The funding for this purchase is available in the Police Department's asset forfeiture account.

RECOMMENDATION: That the City Council:

1. Authorize staff to negotiate the purchase of Motorola Solutions Radio Console from J's Communications for the amount of \$21,373.58; and,
2. Authorize staff to complete all documents necessary for the purchase.

ATTACHMENTS: 1. J's Communication Workstation Quote

Appropriated/Funded: MB

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager



Quote Number: QU0000482506

Effective: 08 JUL 2019

Effective To: 30 NOV 2019

Bill-To:

PORTERVILLE, CITY OF
350 NORTH D ST
PORTERVILLE, CA 93257
United States

Ultimate Destination:

PORTERVILLE, CITY OF
350 NORTH D ST
PORTERVILLE, CA 93257
United States

Attention:

Name: Robin Alcantar
Email: rrapp@ci.porterville.ci.us
Phone: 559-782-7400

Sales Contact:

Name: Randy Emerzian
Email: randye@j-scommunications.com
Phone: 5594424400

Contract Number: LA COUNTY (CA)
Freight terms: Prepay and Add to Invoice
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	1	L3358A	CONSOLE ELECTRONIC SHELF (CES) II	\$9,500.00	\$8,550.00	\$8,550.00
(Notes)OP06						
2	1	L3359AC	MCC 5500 OP CAB II / PS CALIFORNIA COMPLIANT	\$8,433.00	\$7,589.70	\$7,589.70
2a	1	TT04083AA	ADD: 100' CAB/CES CABLE	\$320.00	\$288.00	\$288.00
3	1	B1914A	MCC SERIES DESKTOP GOOSENECK MICROPHONE	\$250.00	\$212.50	\$212.50
4	1	B1913A	MCC SERIES HEADSET JACK	\$200.00	\$170.00	\$170.00
5	1	BLN6732B	FOOT, SWITCH TRADITIONAL	\$135.00	\$108.00	\$108.00
6	1	DDN2249A	DUAL IRR SW USB HASP WITH LICENSE (V48)	\$2,648.00	\$2,383.20	\$2,383.20
7	1	DDN2134A	SOUND BLASTER AUDIGY FX PCIE SOUND CARD-NOT COMPAT WITH Z2 MINI	\$75.00	\$67.50	\$67.50

Estimated Tax Amount

\$1,791.62

Estimated Freight Amount

\$213.06

Total Quote in USD

\$21,373.58

Installation on separate quote.

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)



CITY COUNCIL AGENDA – SEPTEMBER 17, 2019

SUBJECT: Joint Funding Agreement with Porterville Unified School District and Burton School District for School Resource Officers

SOURCE: Police

COMMENT: The Porterville Police Department currently has four (4) Officers assigned as School Resource Officers. During school hours, these Officers respond to reports of criminal activity at all school sites within the city of Porterville. In addition, these Officers provide requested security for after-school functions throughout the school year, which is paid separately from the Joint Funding Agreement. Porterville Unified School District and Burton School District have shared in the funding of the four (4) School Resource Officers, and both school districts have agreed to renew the 2018-2019 Joint Funding Agreement in which they share costs. The estimated salary and benefit cost for a School Resource Officer during the term of the 2019-2020 school year is \$110,000. Porterville Unified School District has agreed to pay 65% of the salary and benefits for three (3) School Resource Officers, and Burton School District has agreed to pay 65% of the salary and benefits for one (1) School Resource Officer.

Based on the formula above, for this term, the City shall contribute an estimated \$153,500 for three (3) School Resource Officer positions assigned to the Porterville Unified School District. This represents 35% of the estimated salary and benefits costs for three (3) School Resource Officers, as well as an additional \$38,000 in estimated ancillary costs. Porterville Unified School District will contribute up to \$214,500 for the three (3) School Resource Officers, which represents 65% of salary and benefits costs for the School Resource Officers.

Based on the formula above, for this term, the City shall contribute an estimated \$51,000 for one (1) School Resource Officer position assigned to the Burton School District. This represents 35% of the estimated salary and benefits costs for the School Resource Officer, as well as an additional \$12,500 in estimated ancillary costs. Burton School District will contribute up to \$71,500 for the School Resource Officer, which represents 65% of salary and benefits costs for the Officer.

Three of the four School Resource Officers will generally be assigned to the Porterville Unified School District, with each Officer generally responsible for one of the three major high schools and their respective feeder schools. The fourth School Resource Officer will generally be assigned to the Burton School District. These assignments will not preclude the ability of each Officer to

respond to other areas as needed. Department staff is requesting Council approval to enter into an agreement to continue the School Resource Officer program with PUSD and BSD.

RECOMMENDATION: That the City Council:

1. Approve the Agreement for Joint Funding for School Resource Officers for the period of July 1, 2019, through June 30, 2020; and
2. Authorize the Mayor to execute the agreement on behalf of the City of Porterville.

ATTACHMENTS:

1. Burton School District SRO Agreement
2. Porterville Unified School District SRO Agreement

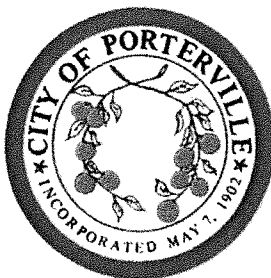
Appropriated/Funded:

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager



JOINT FUNDING COOPERATIVE AGREEMENT

This Agreement is entered into as of July 1, 2019, between the CITY OF PORTERVILLE ("CITY" or "DEPARTMENT"), and the BURTON SCHOOL DISTRICT ("BSD" or "DISTRICT") (each a "Party," and collectively, the "Parties"), with reference to the following:

- A. The Parties wish to continue efforts to create and maintain a safe environment for children attending school campuses in the City of Porterville, and the Parties believe this is vital to the educational process.
- B. The Parties desire to share in the costs of supplying a "School Resource Officer" ("SRO") to respond to reports from BSD officials concerning criminal and other activities occurring on the BSD campuses that jeopardize the safety and security of the children attending these schools.
- C. The Parties are willing to enter into this Agreement on the terms and conditions set forth below:

ACCORDINGLY, IT IS AGREED:

1. The term of this Agreement shall be for one year, commencing on July 1, 2019, and ending on June 30, 2020.
2. The CITY shall provide one sworn police officer to act as a "School Resource Officer" effective at the beginning of the school year, August 2019, and concluding at the end of the school year, June 2020. The SRO shall respond to school reports of criminal activity or other activity threatening the safety and security of children occurring on BSD school campuses located within the CITY's geographical limits, as well as Summit Charter Collegiate Academy, Summit Charter Intermediate Academy and Lombardi Elementary School. The guidelines and expectations of the SRO program are attached as Exhibit A. Nothing in this agreement prohibits the SRO from assisting other law enforcement officers when necessary due to high priority needs of the DEPARTMENT as determined by the on-duty supervisor.

3. The DEPARTMENT will be responsible for selecting which DEPARTMENT employee will serve as the SRO, or the acting SRO for days when the designated SRO may be on leave, absent for training, or otherwise not available.
4. The maximum estimated salary and benefit cost for an SRO during the term of this Agreement is \$110,000. This does not include any ancillary costs or overtime costs.
5. One SRO shall be assigned to the BSD and the salary and benefit costs for the one SRO shall be divided as follows: The CITY shall pay 35% of the salary and benefits cost, as well as all ancillary costs; BSD shall pay the remaining 65% in salary and benefits costs.
6. Based on the formula above, for this term, the CITY shall contribute up to \$51,000 to the SRO position. This represents 35% of the maximum estimated costs of salary and benefits for the position, plus approximately \$12,500 in ancillary costs.
7. Based on formula above, for this term, BSD shall contribute up to, but no more than, \$71,500 for one SRO position. This represents 65% of the maximum estimated salary and benefits costs (\$110,000).
8. The amounts to be contributed by BSD shall be due and payable as follows: BSD shall pay the amount as invoiced by the CITY, on an annual basis, of the actual costs (excluding ancillary) but no more than the contribution amounts specified above, within thirty days of receiving said invoice(s). The full contribution amounts shall be paid by the end of the CITY's fiscal year (June 30, 2020).
9. It is understood and agreed that if the funding is either discontinued or reduced for specified positions, any Party shall have the right to terminate this Agreement. In such event, the affected Party shall provide the other Party(ies) with at least sixty (60) days prior written notice of such termination.
10. It is mutually understood and agreed that the SRO at all times while carrying out this Agreement shall be acting as a CITY employee. The CITY shall retain the right to control and direct the services of the SRO pursuant to this Agreement, and shall retain the usual management rights, powers, and authority of an employer over such employees. The CITY will make every effort to ensure that scheduling of vacation leaves and training sessions for the SRO are made with consideration of the needs of the DISTRICT.
11. The certificated administrators of each school shall be responsible for student discipline and shall make all decisions regarding the imposition of discipline for students enrolled at their campus.

12. The parties agree that the SRO shall be deemed to be a "school official" for the performance on SRO's duties on behalf of the DISTRICT. The SRO shall therefore be allowed access to student records but the DISTRICT is in direct control of the use, maintenance, and disclosure of student records in accordance with Education Code section 49076 and other applicable provisions of law. School officials shall allow the SRO to inspect and copy any student records maintained by the school for which the SRO has a "legitimate educational interest" within the scope of the SRO's service under this Agreement. This includes access to student directory information to the extent permitted by DISTRICT policy, classroom assignments, attendance records, and discipline files. However, the SRO may not inspect or copy confidential student records outside the scope of the SRO's service, except as allowed by law.

If confidential student record information is needed in an emergency to protect the health or safety of a student or others, the DISTRICT may disclose to the SRO information that is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence.

If confidential student record information is needed by the SRO but no emergency situation exists, the information may be released only upon the issuance of a subpoena, a court order or written authorization of the parent/guardian.

Pursuant to Education Code section 48902, the principal or designee shall notify the SRO of any acts of a student that may violate specified provisions of the Penal Code and Education Code. This may require the disclosure of the student's name or other identifying information to the SRO, along with information related to the underlying offence.

13. Neither the DISTRICT nor the CITY shall discriminate because of race, religion, color, national origin, disability, marital status, age, or sex against any person by refusing any person or privilege offered to or engaged by the general public.
14. Indemnity-The DISTRICT shall indemnify, defend, and hold harmless the CITY, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgements, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the SRO's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the CITY, or the gross or willful misconduct of the assigned officer.

The CITY shall indemnify, defend, and hold harmless the DISTRICT, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the CITY or the gross or willful misconduct of the assigned officer during the performance of work hereunder.

If the DISTRICT rejects a tender of defense by the CITY and/or the assigned officer under this Agreement, and it is later determined that the CITY and/or the officer breached no duty of care and/or was immune from liability, the DISTRICT shall reimburse the CITY and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the CITY and/or officer settles a liability claim, with or without participation by the DISTRICT.

The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the CITY or its assigned officer that they would not owe in the absence of the Agreement. The Agreement does not create and affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) the CITY or the assigned officer and the absence of the assigned officer and/or patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the CITY nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

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

CITY:

City Clerk of the City of Porterville
291 N. Main Street
Porterville, CA 93257
Phone: 559-782-7442
Fax: 559-782-7452

BSD:

Burton School District
264 N. Westwood
Porterville, CA 93257

Phone: 559-781-8020

Fax: 559-781-1403

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission shall be deemed received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after mailing. Any Party may change the above address, phone number, or fax number by giving written notice pursuant to this paragraph.

a. No modification, amendment or addendum to this Agreement shall be valid unless it is set forth in writing and is signed by the parties.

b. Termination.

i. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled to by law or under this Agreement.

1. This Agreement may be terminated by any Party should another Party:

- a. be adjudged bankrupt,
- b. become insolvent or have a receiver appointed,
- c. make a general assignment for the benefit of creditors,
- d. suffer any judgment which remains unsatisfied for 30 days and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- e. materially breach this Agreement.

2. For any occurrences except item (e), termination may be effected upon written notice by the terminating Party specifying the date of termination, with at least sixty (60) days advance written notice.

3. Upon a material breach, the Agreement may be terminated following the failure of the defaulting Party to remedy the breach to the satisfaction of the non-defaulting Party(ies) within five (5) days of written notice specifying the breach. If the breach is not remedied within the five (5) day period, the non-defaulting Party may terminate the Agreement on further written notice specifying the date of termination.

4. If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting Party

may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting Party(ies) consent to that proposal in writing, which consent shall not be unreasonable withheld, the defaulting Party shall immediately embark on its plan to cure. If the default is not cured within the time agreed upon, the non-defaulting Party(ies) may terminate upon written notice specifying the date of termination.

- ii. Effects of Termination. Termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports or pre-termination contract activities.
- c. This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the CITY shall be a person specifically authorized by the legislative body of the CITY to execute this Agreement, at the level of City Manager or City Attorney or equivalent.
- d. This Agreement reflects the contributions of all Parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.
- e. Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
- f. The failure of any Party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for the breach or any subsequent breach. The acceptance of any Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by any other Party.
- g. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the Parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either

Party is lost, the Agreement may be terminated at the option of the affected Party.

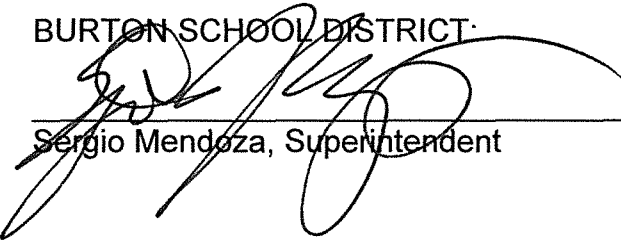
- h. Each Party agrees to execute any additional documents and to perform any further acts that may be reasonably required to effect the purposes of this Agreement.
- i. It is expected that this agreement will continue into coming years. In June of each year of the agreement, the Chief of Police and the Burton School District Superintendent, or their designees, shall convene a meeting to discuss the activities of the SRO during the previous school year. If the agreement is continued, the Chief of Police shall provide the new salary and benefits costs for the position, and the new agreement will indicate the amount of funding each party shall be responsible for.

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

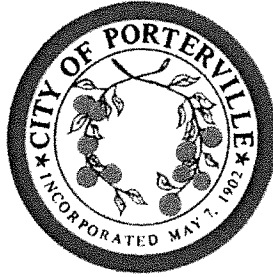
CITY OF PORTERVILLE:

Martha A. Flores, Mayor

BURTON SCHOOL DISTRICT:



Sergio Mendoza, Superintendent



JOINT FUNDING COOPERATIVE AGREEMENT

This Agreement is entered into as of July 1, 2019, between the CITY OF PORTERVILLE ("CITY") and the PORTERVILLE UNIFIED SCHOOL DISTRICT ("PUSD") (each a "Party," and collectively, the "Parties"), with reference to the following:

- A. The Parties wish to continue efforts to create and maintain a safe environment for children attending school campuses in the city of Porterville, and the Parties believe this is vital to the educational process.
- B. The Parties desire to share in the costs of supplying "School Resource Officers" ("SROs") to respond to reports from PUSD officials concerning criminal and other activities occurring on the PUSD campuses that jeopardize the safety and security of the children attending these schools.
- C. The Parties are willing to enter into this Agreement on the terms and conditions set forth below:

ACCORDINGLY, IT IS AGREED:

1. The term of this Agreement shall be for one year, commencing on July 1, 2019, and ending on June 30, 2020.
2. The CITY shall provide three "School Resource Officers" effective at the beginning of the school year, August 2019, and concluding at the end of the school year, June 2020. The SROs shall respond to school reports of criminal activity or other activity threatening the safety and security of children occurring on PUSD school campuses located within the CITY's geographical limits. The guidelines and expectations of the SRO program are attached as Exhibit A. Nothing in this agreement prohibits SROs from assisting other law enforcement officers when necessary due to high priority needs of the department as determined by the on-duty supervisor.
3. The Department will be responsible for selecting which Department employees will serve as SRO's, or the acting SRO for days when the designated SRO may be on leave, absent for training, or otherwise not available.

4. The maximum estimated salary and benefit cost for an SRO during the term of this Agreement is \$110,000. This does not include any ancillary costs or overtime costs.
5. Three SROs shall be assigned to the PUSD District and the salary and benefit costs for the three SROs shall be divided as follows: The CITY shall pay 35% of the salary and benefits cost, as well as all ancillary costs; PUSD shall pay the remaining 65% in salary and benefits costs.
6. Based on the formula above, for this term, the CITY shall contribute an estimated amount of \$153,500 for three SRO positions. This represents 35% of maximum estimated costs of salary and benefits for each position, plus approximately \$38,000 in ancillary costs.
7. Based on the formula above, for this term, PUSD shall contribute up to, but no more than, \$214,500 for three SRO positions. This represents 65% of the maximum estimated salary and benefits costs (\$330,000).
8. The amounts to be contributed by PUSD shall be due and payable as follows: PUSD shall pay the amounts as invoiced by the CITY, on an annual basis, of the actual costs (excluding ancillary) but no more than the contribution amounts specified above, within thirty days of receiving said invoice(s). The full contribution amounts shall be paid by the end of the CITY's fiscal year (June 30, 2020).
9. It is understood and agreed that if the funding is either discontinued or reduced for specified positions, any Party shall have the right to terminate this Agreement. In such event, the affected Party shall provide the other Party(ies) with at least sixty (60) days prior written notice of such termination.
10. It is mutually understood and agreed that the SROs at all times while carrying out this Agreement shall be acting as CITY employees. The CITY shall retain the right to control and direct the services of the SROs pursuant to this Agreement, and shall retain the usual management rights, powers, and authority of an employer over such employees. The City will make every effort to ensure that scheduling of vacation leaves and training sessions for SROs are made with consideration of the needs of the school district.
11. The certificated administrators of each school shall be responsible for student discipline and shall make all decisions regarding the imposition of discipline for students enrolled at their campus.
12. The parties agree that the SRO shall be deemed to be a "school official" for the performance on SRO's duties on behalf of District. The SRO shall

therefore be allowed access to student records but the District is in direct control of the use, maintenance, and disclosure of student records in accordance with Education Code section 49076 and other applicable provisions of law. School officials shall allow the SRO to inspect and copy any student records maintained by the school for which the SRO has a "legitimate educational interest" within the scope of the SRO's service under this Agreement. This includes access to student directory information to the extent permitted by District policy, classroom assignments, attendance records, and discipline files. However, the SRO may not inspect or copy confidential student records outside the scope of the SRO's service, except as allowed by law.

If confidential student record information is needed in an emergency to protect the health or safety of a student or others, the District may disclose to the SRO information that is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence.

If confidential student record information is needed by the SRO but no emergency situation exists, the information may be released only upon the issuance of a subpoena, a court order or written authorization of the parent/guardian.

Pursuant to Education Code section 48902, the principal or designee shall notify the SRO of any acts of a student that may violate specified provisions of the Penal Code and Education Code. This may require the disclosure of the student's name or other identifying information to the SRO, along with information related to the underlying offence.

13. Neither the District nor the Department shall discriminate because of race, religion, color, national origin, disability, marital status, age, or sex against any person by refusing any person or privilege offered to or engaged by the general public.
14. Indemnity-The District shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgements, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the assigned officer's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the City, or the gross or willful misconduct of the assigned officer.

The City shall indemnify, defend, and hold harmless the District, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgements, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the City or the gross or willful misconduct of the assigned officer during the performance of work hereunder.

If the District rejects a tender of defense by the City and/or the assigned officer under this Agreement, and it is later determined that the City and/or the officer breached no duty of care and/or was immune from liability, the District shall reimburse the City and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or officer settles a liability claim, with or without participation by the District.

The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or its assigned officer that they would not owe in the absence of the Agreement. The Agreement does not create and affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) the City or the assigned officer and the absence of the assigned officer and/or patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

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

CITY:

City Clerk of the City of Porterville
291 N. Main Street
Porterville, CA 93257
Phone: 559-782-7442
Fax: 559-782-7452

PUSD:

Porterville Unified School District
600 W. Grand Avenue
Porterville, CA 93257

Phone: 559-793-2455

Fax: 559-793-1088

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission shall be deemed received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after mailing. Any Party may change the above address, phone number, or fax number by giving written notice pursuant to this paragraph.

a. No part of this Agreement may be assigned by any of the Parties without the prior written consent of the other Parties.

b. Termination.

i. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled to by law or under this Agreement.

1. This Agreement may be terminated by any Party should another Party:

- a. be adjudged bankrupt,
- b. become insolvent or have a receiver appointed,
- c. make a general assignment for the benefit of creditors,
- d. suffer any judgment which remains unsatisfied for 30 days and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- e. materially breach this Agreement.

2. For any occurrences except item (e), termination may be effected upon written notice by the terminating Party specifying the date of termination.

3. Upon a material breach, the Agreement may be terminated following the failure of the defaulting Party to remedy the breach to the satisfaction of the non-defaulting Party(ies) within five (5) days of written notice specifying the breach. If the breach is not remedied within the five (5) day period, the non-defaulting Party may terminate the Agreement on further written notice specifying the date of termination.

4. If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting Party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting Party(ies) consent to that proposal in writing, which consent shall not be unreasonable withheld, the defaulting Party shall immediately embark on its plan to cure. If the default is not cured within the time agreed upon, the non-defaulting Party(ies) may terminate upon written notice specifying the date of termination.
- ii. Effects of Termination. Termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports or pre-termination contract activities.
- c. This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement, at the level of City Manager or City Attorney or equivalent.
- d. This Agreement reflects the contributions of all Parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.
- e. Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
- f. The failure of any Party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for the breach or any subsequent breach. The acceptance of any Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by any other Party.
- g. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the Parties, to be in conflict with any code

or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either Party is lost, the Agreement may be terminated at the option of the affected Party.

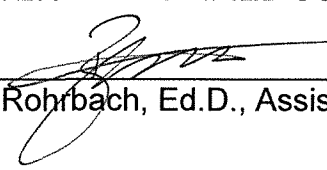
- h. Each Party agrees to execute any additional documents and to perform any further acts that may be reasonably required to effect the purposes of this Agreement.
- i. It is expected that this agreement will continue into coming years. In June of each year of the agreement, the Chief of Police and the Porterville Unified School District Superintendent, or their designees, shall convene a meeting to discuss the activities of the SROs during the previous school year. If the agreement is continued, the Chief of Police shall provide the new salary and benefits costs for the position, and the new agreement will indicate the amount of funding each party shall be responsible for.

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

CITY OF PORTERVILLE:

Martha A. Flores, Mayor

PORTERVILLE UNIFIED SCHOOL DISTRICT:



Brad Rohrbach, Ed.D., Assistant Superintendent



CITY COUNCIL AGENDA – SEPTEMBER 17, 2019

SUBJECT: Airport Lease Agreement - Lot 31B1

SOURCE: Finance

COMMENT: The City has received a request from Mr. Jim Gribben to lease Lot 31B1 at the Porterville Municipal Airport for a period of one (1) year. Mr. Gribben intends to install a portable T-hangar on the lot. The lot is 40' x 36' and will rent for a rate of \$473.76 per year with an annual adjustment subject to the change in the Consumer Price Index. The lease effective date is September 1, 2019, and will expire August 31, 2020.

RECOMMENDATION: That the City Council approve the Lease Agreement for Lot 31B1 between the City of Porterville and Mr. Jim Gribben; and authorize the Mayor to sign the Lease Agreement on behalf of the City.

ATTACHMENTS:

1. Locator Map
2. Draft Lease Agreement
3. Letter of Request from Mr. Gribben

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

AIRPORT LEASE SITES



TAXIWAY

TAXIWAY

HANGAR ROAD

HOPE ROAD

THUNDERBOLT DR.

ADMIN.
BLD.

44A	44B	44C
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40	41	42	43
36	37	38	39

45

46A 46B 46C 46D

35

47

A	B	C	34	D	E	F
33						

50

32A	B	C
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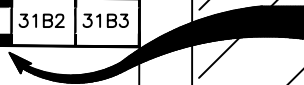
49A
49B

31C			
31A	31B1	31B2	31B3

**SUBJECT
LOCATION**

30B

30A1	30A2	30A3
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LEASE AGREEMENT

PORTERVILLE MUNICIPAL AIRPORT

THIS LEASE AGREEMENT (“Lease”), executed at Porterville, California the first day of September, 2019, by and between the CITY OF PORTERVILLE, a charter city and municipal corporation of the State of California, hereinafter referred to as “City” and Jim Gribben, hereinafter referred to as “Lessee.”

WHEREAS, City owns and operates an airport in the City of Porterville, State of California, commonly known and described as “Porterville Municipal Airport”; and

WHEREAS, Lessee desires to lease a portion of said airport for the purpose of operating an aircraft hangar to be used for the parking and storage of aircraft and other activities incidental thereto; and

WHEREAS, it is the desire of City to utilize said airport for the general public by its development and use in providing aeronautical-related facilities and service.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Premises: City, for and in consideration of the covenants, conditions, agreements, and stipulations herein set forth, does hereby demise and lease to Lessee, and Lessee hereby hires from City, those certain premises situated in the City of Porterville, State of California, described as Lot 31B1 at the Porterville Municipal Airport, more particularly described in Exhibit A being attached hereto and by this reference made a part hereof.

2. Term: The term of this Lease shall commence on September 1, 2019, both parties having executed the same, and shall terminate on August 31, 2020, provided Lessee is not in default with respect to any of the conditions or covenants of this lease. Notwithstanding the stated term of the Lease, the City may terminate this Lease at its pleasure and repossess the premises therein described upon three months' notice thereof and upon paying to the lessee the market value of any improvements made or put upon said premises by the lessee. The market value of such improvements shall be determined by a board of appraisers consisting of one appraiser appointed by the council, and a lessee

appraiser appointed by the lessee. The parties will follow Charter Section 68 concerning the determination of the value of the improvements.

3. Rental and Business Privilege Consideration: Lessee agrees to pay to City in lawful money of the United States without deductions or offset, to the Finance Director, City of Porterville, 291 N. Main Street, Porterville, California, 93257, or to such person or persons and at such place or places as may be designated from time to time by City, a rental rate of \$0.329 per square foot per year. Inasmuch as the lease site (See Exhibit "A" attached) contains approximately 1,440 square feet of land area, said rental rate will be \$473.76 annually, or \$39.48 per month, payable in advance.

Beginning January 1, 2020, and each January 1 thereafter for the term of this Lease, the rate shall be adjusted by a percentage equal to the annual percentage increase or decrease in the Consumer Price Index (CPI). The CPI used shall be a twelve (12) month average of the San Francisco CPI and the Los Angeles CPI as published for October of the prior year. The CPI index will be "All Urban Consumers."

4. Purpose: This Lease is made for the purpose of operating an existing aircraft hangar to be used for the parking and storage of aircraft and other activities incidental thereto. Lessee shall not use the premises or any part thereof or permit them to be used for any purpose or purposes other than stated above. The City reserves the right to conduct on-site inspections for the purpose of compliance with Building Code, Fire Code, and Zoning Ordinance. Lessee shall not do or permit any act or thing to be done upon the premises which constitutes a nuisance or which may disturb the quiet enjoyment of City or any tenant of City on adjacent neighboring property.

Lessee further agrees that, within 72 hours from receiving written notice by the City that a nuisance exists, to abate or otherwise cause said nuisance to be cured.

In the event Lessee has not (a) taken corrective action within 72 hours, or (b) filed an appeal with the City Council, City of Porterville, within 72 hours, then City may enter and abate said nuisance at the expense of Lessee without any liability whatsoever to City for monetary loss or anticipated profits of Lessee or others.

Said appeal to the City Council must be made in writing and be received by the City

Clerk, 291 N. Main Street, Porterville, California, 93257, within 72 hours after Lessee received notice of said nuisance.

5. Right of Ingress and Egress: Lessee shall have the right-of-way to property owned and controlled by City for ingress thereto and egress therefrom for pedestrian, vehicular, and air travel, together with the right to use in common with other Lessee or licensees of City the airplane landing field adjacent to the demised premises. None of these rights are exclusive, but shall be exercised in common with and subject to possible similar rights of other users of said airport. All of the foregoing is subject to such reasonable rules and regulations as the City or its authorized agents may make from time to time. Such rules and regulations, however, shall be reasonable and shall not conflict in any way with similar rules and regulations adopted from time to time by the Federal Aviation Administration or its successor.

6. Condition of Premises: Lessee has inspected the demised premises and knows the extent and condition thereof and accepts same in its present condition, subject to and including all defects, latent and/or patent.

7. Alteration: Lessee shall make no structural modifications to existing structures or make permanent improvements or additions in or on the demised premises without the written consent of the City Airport Manager first being obtained.

8. Maintenance: Lessee agrees to keep the improvements in a good state of repair by periodic maintenance and painting as the same are required and to keep the grounds of Lessee in a good state of maintenance and repair. During the term of this Lease, the City Airport Manager shall have the right to notify Lessee in writing wherein Lessee has failed to maintain said structure and improvements in a good state of repair. Lessee shall make such corrections in the time and manner prescribed by said Airport Manager, or in the event Lessee disagrees, Lessee shall have the right to appeal within fifteen (15) days from date of notice from said Airport Manager to the City Council concerning the request for maintenance made to Lessee by said Airport Manager; it being understood and agreed that the decision of the City Council shall be final.

9. Utilities: Lessee agrees to pay during the term of the Lease, or any holding over, any

and all utilities utilized by it to said demised premises. The term “utilities” as used herein shall include, but is not limited to, telephone, electrical, water, sewer, gas, janitorial, heating, cooling, and trash and refuse disposal service.

10. Utility Extension or Modification: Lessee shall pay any and all expenses that may be incurred in obtaining the extension of public utility services to the demised premises from existing utility facilities or any modifications of same.

11. Taxes and Assessments: Lessee understands that the Lease of the premises creates a possessory interest subject to taxation by the County of Tulare. Lessee agrees to pay all taxes and /or assessments levied by any governmental agency upon any interest acquired by Lessee under the terms of this Lease.

12. Compliance with Law: Lessee shall, at its expense, promptly comply with any and all laws, ordinances, rules, regulations, requirements, and order whatever, present or future, of the national, state, county or city government which may in any way apply to the use, maintenance or occupation of, or operations on the premises.

13. Liens and Encumbrances: Lessee shall keep the premises and all structures and improvements situated thereon free from any liens or encumbrances arising out of any work performed, material furnished, or obligations incurred by Lessee, or from any other cause.

14. Negation of Partnership: City shall not become or be deemed a partner or joint venturer with Lessee or associate in any relationship with Lessee’s operations thereon. City reserves all rights in and with respect to the premises, not inconsistent with Lessee’s use of the premises as in this Lease provided, including (without limiting the generality of the foregoing) the right of City to enter upon the premises for the purpose of installing, using, maintaining, renewing, and replacing such underground oil, gas, water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines as City may deem desirable in connection with the development or use of any other property in the neighborhood of the premises. City shall compensate Lessee for any and all damage to Lessee’s improvement and personal property caused by the exercise of the rights reserved in this paragraph.

15. Indemnification: Lessee agrees to indemnify, defend (upon request by the City) and

save harmless the City, its agents, officers, and employees, and each of them, from any and all losses, costs, expenses, claims, liabilities, action, or damages, including liability for injuries to person or persons, or damage to property of third persons arising out of or in any way connected with (a) the conducting or operation of Lessee's business on the demised premises during the term of the Lease or any holding over, or (b) the construction or the removal of any facilities or improvements on the demised premises during the term of this Lease or any holding over.

16. Liability Insurance: Lessee, in order to protect the City, its agents, officers, and employees against all claims and liability for death, injury, loss, and damage as a result of Lessee's (a) use and operations on the demised premises or in connection therewith, or (b) construction or removal of any improvements on the demised premises or in connection therewith, shall name the City as additional insured on Lessee's aircraft insurance policy or policies in the amount of not less than ONE MILLION DOLLARS (\$1,000,000). Coverage shall include General Liability combined Bodily Injury and Property Damage, Single Limits and Aggregate, with a reliable insurance carrier authorized to do such public liability and property damage insurance business in the State of California. Said insurance shall not be subject to cancellation or coverage reduction without thirty (30) days prior written notice to City. Within (10) days from the date of this Lease, Lessee shall file with the City Clerk, City of Porterville, a duly certified Certificate of Insurance evidencing that the herein above mentioned public liability and property damage provisions have been complied with, and setting forth that City, its agents, officers, and employees are named as additional insured. In the event that Lessee shall fail to take out and keep in effect such policy or to furnish evidence thereof to City, City may, at City's option, procure the same, pay the premium thereof and collect same with the next payment of rental due from Lessee or immediately terminate this Lease. The limits of insurance coverage set forth herein may be reviewed by City each January and may be adjusted at such reviews in order to protect the interests of the City.

17. Nondiscrimination: Lessee for itself, its heirs, personal representatives, successors in interest and assigns as part of the consideration hereof does hereby covenant and agree that (1) no person on the grounds of race, color, ancestry, disability, gender, age, religion, sexual orientation or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected

to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, ancestry, disability, gender, age, religion, sexual orientation or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that Lessee shall use the premises in compliance with other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally - Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge a fair, reasonable and not unjustly discriminatory price for each unit or service; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or similar type of price reductions to volume purchasers.

In the event of breach of any of the above nondiscriminatory covenants, City shall have the right to terminate this Lease and to re-enter and repossess the demised premises and the facilities thereon and hold the same as if the Lease had never been made or issued.

Lessee agrees that it shall insert the above nondiscrimination provisions in any sublease or other agreement by which Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased.

18. Improvement of Land Area: City reserves the right to further develop or improve the landing area of the airport as it sees fit regardless of the desires or views of Lessee and without interference or hindrance.

19. Maintenance of Landing Area: City reserves the right to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard; providing further, City shall keep and maintain in a safe and operable condition the taxiways, runways (including the lighting thereof) and roadways on the airport during such hours and to such extent as City may determine is reasonably required for the operation of the airport.

20. Lease Subordinate to Agreements with the United States Government:

This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States relative to the development, operation or maintenance of the airport.

21. Non-Exclusive Right: It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 (a) of the Federal Aviation Act of 1958. (49 U.S.C. 1349).

22. Rights of United States Government: This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, or taking over of said airport.

23. Notices: All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service, Registered or Certified, postage prepaid and addressed as follows:

To the Lessee: Jim Gribben
 22354 Rosedale Hwy.
 Bakersfield, CA 93314

To the City: Airport Manager
 City of Porterville
 291 N. Main Street
 Porterville, CA 93257

The address to which the notices shall be or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

24. Authorized Agent of the City: The Airport Manager of the City of Porterville is the duly authorized agent of the City for purposes of this Lease; and as to any obligations assumed herein by Lessee, they shall be performed to the satisfaction of said Airport Manager.

25. Assignment and Subletting: This Lease shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors, and assigns of the respective parties hereto. Lessee shall not, and Lessee herewith agrees that it will not, sublet the premises, or any part

thereof or assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder without the prior written consent of the City. In the event the Lessee shall sublet, assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder, or any part thereof, or attempt to do so in violation to the foregoing provision, then in addition to any and all other rights and remedies available to it, the City may, at its option by written notice to Lessee, either declare such sublease, assignment, transfer, mortgage or other conveyance void or terminate this Lease and all rights and interest of Lessee and all other persons hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a transfer, mortgage, or conveyance. This clause shall not be construed to limit right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

26. Hypothecation: Lessee may, with the consent of the City, give, assign, transfer, mortgage, hypothecate, grant control of, or encumber Lessee's interest under this Lease and the leasehold estate so created to a bona-fide lender on the security of the leasehold estate. Any such bona-fide lender shall have the right at any time during the term of the loan and while this Lease is in full force and effect:

(a) To do any act or thing required of Lessee in order to prevent a forfeiture of Lessee's rights hereunder, and all such acts or things so done shall be as effective to prevent a forfeiture of Lessee's rights hereunder by Lessee.

(b) To succeed to the interest of Lessee hereunder and thereafter at such lender's option to convey, assign or sublease the interest or title to said leasehold estate to another person acceptable to City, subject to all the terms, conditions, and covenants of this Lease. Two (2) copies of any and all security devices or instruments shall be filed with City's Airport Manager prior to the effective date thereof, and Lessee shall give Airport Manager prior written notice of any changes or amendments thereto.

Any bona-fide lender shall have the right, if so permitted by the terms and conditions of the concerned instrument of hypothecation between lender and Lessee, to remove any or all of Lessee's improvements under said hypothecation from the demised premises, subject only to the restriction that in the event of such removal, the demised premises herein above described be restored by Lessee

to a condition satisfactory to the City's Airport Manager, and that said removal be done in a manner and at a time satisfactory with said Airport Manager.

27. Breach by Lessee: In the event of the breach by Lessee of any term, condition, or agreement herein contained, and the failure to cure such breach within thirty (30) days after written notice has been given to Lessee by City, this Lease and all privileges herein granted shall be terminated and be of no other force or effect, and Lessee shall immediately surrender possession of the premises hereby granted, and in the event City has to resort to legal action to enforce any provision hereof, or to obtain restitution hereunder, the Lessee shall pay all costs and expenses, including attorney's fees of such action. Providing further, that in the event Lessee breaches this Lease and abandons the demised premises before the end of the term, or if Lessee's right to possession is terminated by City because of a breach of this Lease, City shall have the right to recover from Lessee, as provided in State of California Civil Code Section 1951.2. Damages City may recover shall include the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Lessee proves could be reasonably avoided. This clause shall not be construed to limit any right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

28. Waiver of Breach: The waiver by City of any breach by Lessee of any provision contained herein shall not be deemed to be a waiver of such provision, or a waiver of any breach of any other provision contained herein.

29. Bankruptcy: In the event the (a) Lessee shall file a voluntary petition in bankruptcy proceeding; (b) any voluntary or involuntary proceeding for the reorganization of Lessee shall be instituted by anyone other than the City under any of the provisions of the bankruptcy laws of the United States; or (c) a receiver or judicial trustee or custodian shall be appointed for Lessee, or any alien or any writ of attachment, garnishment, execution, or distraint shall be levied upon any of Lessee's rights or interest under this Lease; or (d) there shall be any other assignment of any of Lessee's rights or interest under this Lease by operation of law, then in addition to any and all other rights and remedies available to it, City may, at its option by written notice to Lessee, terminate this Lease and all rights and interest of Lessee and all other persons under this Lease. The term "Lessee,"

as used in this paragraph, includes any individual, partnership, or corporation who is a Lessee hereunder, even though several individuals, partnerships, or corporations are such, and includes each partner of any partnership who is a Lessee hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a consent to any other different or subsequent sublease, assignment, transfer, mortgage, or conveyance.

30. Quiet Possession: Notwithstanding any other provision in this Lease, City covenants that Lessee, on paying the rent and performing the covenants herein contained, shall and may peaceably and quietly have and enjoy the demised premises for the term hereof.

31. Surrender of Premises: On the last day of said term, or extension thereof, or sooner termination of the Lease, Lessee will peaceably and quietly leave, surrender, and yield up to the City the demised premises in as good condition and repair as at the commencement of Lessee's occupancy, reasonable use and wear thereof, and damage by earthquake, public calamity, by the elements, by acts of God, or by fire or other circumstances over which Lessee has no control, excepted.

32. Removal of Improvement at Termination: Upon the termination of this Lease, or any holding over, for any reason other than Lessee's failure to perform its obligations under the terms and conditions of this Lease, Lessee shall have the right at Lessee's sole cost and expense, to remove all improvements and/or furniture, furnishings, equipment, and fixtures of whatsoever kind or nature placed on the demised premises by Lessee or its contractors so long as they could be removed without damage or disfigurement to the demised premises. Full restoration of the demised premises as it existed prior to the construction of said improvements or the installation of said furniture, furnishings, equipment, and fixtures shall be made by Lessee. If after the termination of this Lease Lessee has not removed said improvements, furniture, furnishings, equipment, and fixtures, the City shall have the option to claim the ownership thereof or to remove same and restore the demised premises as set forth above at the expense of Lessee. Said expense shall also include consideration for the additional time Lessee or its improvements occupy the premises beyond the termination date and disallow the City's total utilization of the premises pursuant to its ownership of the property.

In the event of a termination by City of this Lease because of Lessee's failure to faithfully perform the terms and conditions of this Lease, the City may accept cash or other satisfactory security

for the amount of its costs, expense, loss and damage accruing from Lessee's failure to perform and thereupon the Lessee shall have the right to remove the said improvements.

33. Incorporation of Prior Agreements and Amendments: This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of modification.

34. Severability: The invalidity of any provision of this Lease as determined by a Court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

35. Construed Pursuant to California Law: The parties hereto agree that the provisions of this Lease will be construed pursuant to the laws of the State of California.

36. Venue: If either Lessee or City initiates an action to enforce the terms hereof or declare rights hereunder, including actions on any bonds and/or surety agreements, the parties agree that the venue thereof shall be the County of Tulare, State of California. Lessee hereby waives any rights he might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

37. Covenants and Conditions: Each provision of this Lease performable by Lessee shall be deemed both a covenant and a condition.

38. Captions: The use of Paragraph headings in this Lease is solely for convenience, and they shall be wholly disregarded in the construction of this Lease.

39. Time of Essence: Time is hereby expressly declared to be the essence of this Lease and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first herein above written.

CITY OF PORTERVILLE

LESSEE

By: _____
Martha A. Flores, Mayor

By: _____
Jim Gribben

ATTEST:

By: _____
John D. Lollis, City Clerk

APPROVED AS TO FORM:

By: _____
Julia M. Lew, City Attorney

Re: City of Porterville - Lease Agreement Lot 31B at the Porterville Municipal Airport

Jim Gribben <jimegribben@gmail.com>

Thu 8/29/2019 8:59 AM

To: Janie Rodriguez <jrodriguez@ci.porterville.ca.us>

Thanks for the phone call today. I would like to lease lot 31 B consisting of approximately 1,444 sq ft. at a rate of .329 per year. I would like to request a one year lease that I would pre pay for the entire year. This is a portable hanger and five years my be restrictive if I sell it. I'm still waiting for insurance quote to finish up.

On Mon, Aug 26, 2019 at 8:54 AM Janie Rodriguez <jrodriguez@ci.porterville.ca.us> wrote:
Good morning Mr. Gribben,

Andy Labonte, Coordinator at the Airport, stated he had a discussion with you regarding the size of the lot to be leased. Would you please include this on your request along with the term?

The limits of insurance coverage are as follows:





CITY COUNCIL AGENDA – SEPTEMBER 17, 2019

SUBJECT: Approval for Community Civic Event - Veterans Homecoming Committee - Veterans Day Parade - November 11, 2019

SOURCE: Finance

COMMENT: The Veterans Homecoming Committee is requesting approval to hold its annual Veterans Day Parade on Monday, November 11, 2019, from 5:00 a.m. to 12:00 p.m. They are requesting the closure of Main Street from Doris Avenue to Orange Avenue and also the side streets indicated on the attached map.

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. A map showing the desired street closures is included.

RECOMMENDATION: That the City Council approve the attached Community Civic Event Application and Agreement submitted by the Veterans Homecoming Committee, 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

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: 8-27-19 Event date: 11-11-19
8/28/19 Event time: 5 AM - 12 PM
Name of Event: Vets Day Parade
10 AM - 12 PM

Sponsoring organization: Vets Homecoming Committee Phone # 559-920-2659
Address: 1238 LINDA VISTA
Authorized representative: DON DOWLING Phone # 920-2659
Address: 1238 LINDA VISTA
Event chairperson: DON DOWLING Phone # 920-2659

Location of event MAIN ST PORTERVILLE
(Location map must be attached)

Type of event: Parade

Non-profit organization status: N/P. BUS LIC # 7536
(IRS Determination)

City services requested (fees associated with these services will be billed separately):
Barricades (quantity): 80 Street sweeping Yes ☒ No ☐
Police protection Yes ☒ No ☐ Refuse pickup Yes ☒ No ☐
Other: _____

Parks facility application required: Yes ☐ No ☒ Attached ☐
Assembly permit required: Yes ☐ No ☒ Attached ☐

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

Appr. Deny

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

ORG PARADE
DATE 11/19
ED FLORY'S
MONITOR
REC'D TELEGRAM
NOV 19 1919
IMPROMPTU
PARADE TOOK
PLACE @ 11 PM
ED FLORY RAN
PARADE 67 YRS.
PASSED AWAY
MAY 19

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?

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

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

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

Authorized Representative 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.

Authorized Representative Initials

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

Authorized Representative Initials

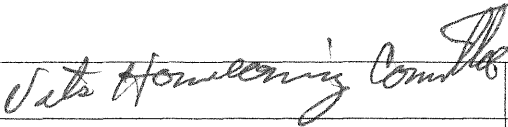
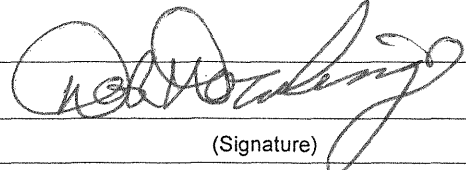
First aid station: Organization/Applicant will establish a first aid station, with clearly posted signs, to provide basic emergency care, such as ice/hot packs, bandages, and compresses.

Authorized Representative Initials

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.

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.

		8-27-19
(Name of Organization)	(Signature)	(Date)

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

Name of event: Vets Homecoming Concert

Sponsoring organization: Vets Homecoming Concert

All vendors are required to complete the business license permit form. List all firms, individuals, organizations, etc., that will engage in selling at or participate in the above-named event. **NO PERMIT WILL BE ISSUED WITHOUT THIS INFORMATION.** Vendors with no valid City of Porterville business license are required to pay \$1 per day to the City, with the exceptions of non-profit organizations per *City of Porterville Municipal Code 15-20(E) Community Civic Events (16). This form should be completed at the time of application, but must be submitted **NO LESS THAN ONE WEEK PRIOR TO THE EVENT.**

[illegible]

The nonprofit sponsor shall collect said fee and remit the fee to the city within five (5) working days following the CCE. Said remittance shall be accompanied by a complete list of participants and consecutively numbered receipts written in triplicate, containing the name, address and telephone number of the licensee, and the licensee's California seller's permit number. Said receipts shall be furnished by the city. One copy of the receipt shall be furnished to the licensee, one copy filed with the finance department of the city, and one copy retained by the CCE sponsor for a period of three (3) years for audit purposes.

CITY OF PORTERVILLE

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

Name of event: Vets Parade.

Sponsoring organization: Vets Homecoming Committee

Event date: 11-11-19 Hours: 0800 - 1200

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

Street Name	From	To	Activity
Main St	Doris Ave	Orange Ave	Parade
STREET MAP ATTACHED			
Sidewalks	From	To	Activity
Parking lots and spaces	Location		Activity

Requirements for Community Civic Event
Veterans Homecoming Committee
Veterans Day Parade
November 11, 2019

Finance Director:
M. Bemis

Deputy Public Works Director:
J. Sanchez

Community Development Manager: No comments.
J. Phillips

Deputy Public Works Director:
M. Knight

Code Enforcement Officer: No comments.
C. Dignam

Parks and Leisure Services Director: Public to remain out of Main Street planters.
D. Moore

Police Lieutenant: Please see proposed conditions and
J. Maniss requirements on Exhibit B.

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

Requirements for Community Civic Event

Sponsor: Veterans Homecoming Committee
Event: Veterans Day Parade
Event Chairman: Don Dowling
Location: Main Street from Doris Ave. to Orange Ave.
Date of Event: November 11, 2019

RISK MANAGEMENT: Conditions of Approval

1. The following street sections are not authorized for closure and shall remain open to vehicular traffic.
 - a. Division Street and Hockett Street between Oak Avenue and Olive Avenue
 - b. Oak Avenue from Division Street to 'D' Street
 - c. Streets adjacent to the Police Station and Fire Station No.1
 - d. Orange Avenue, east and west traffic flow.
2. That the Veterans Homecoming Committee 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 and the Successor Agency to the Porterville Redevelopment Agency as Additional Insured against all claims arising from, or in connection with, the Sponsoring Organization'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.
 - 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.
3. The use of sidewalks, during this event, for any purpose other than normal pedestrian traffic, e.g., food booths, sales booths, displays, bleachers, etc., is prohibited within a ten-foot radius of all walk-up Versa-Teller operations.

CITY OF PORTERVILLE - POLICE DEPARTMENT

Community Civic Event Application

Proposed Event: Veterans Day Parade

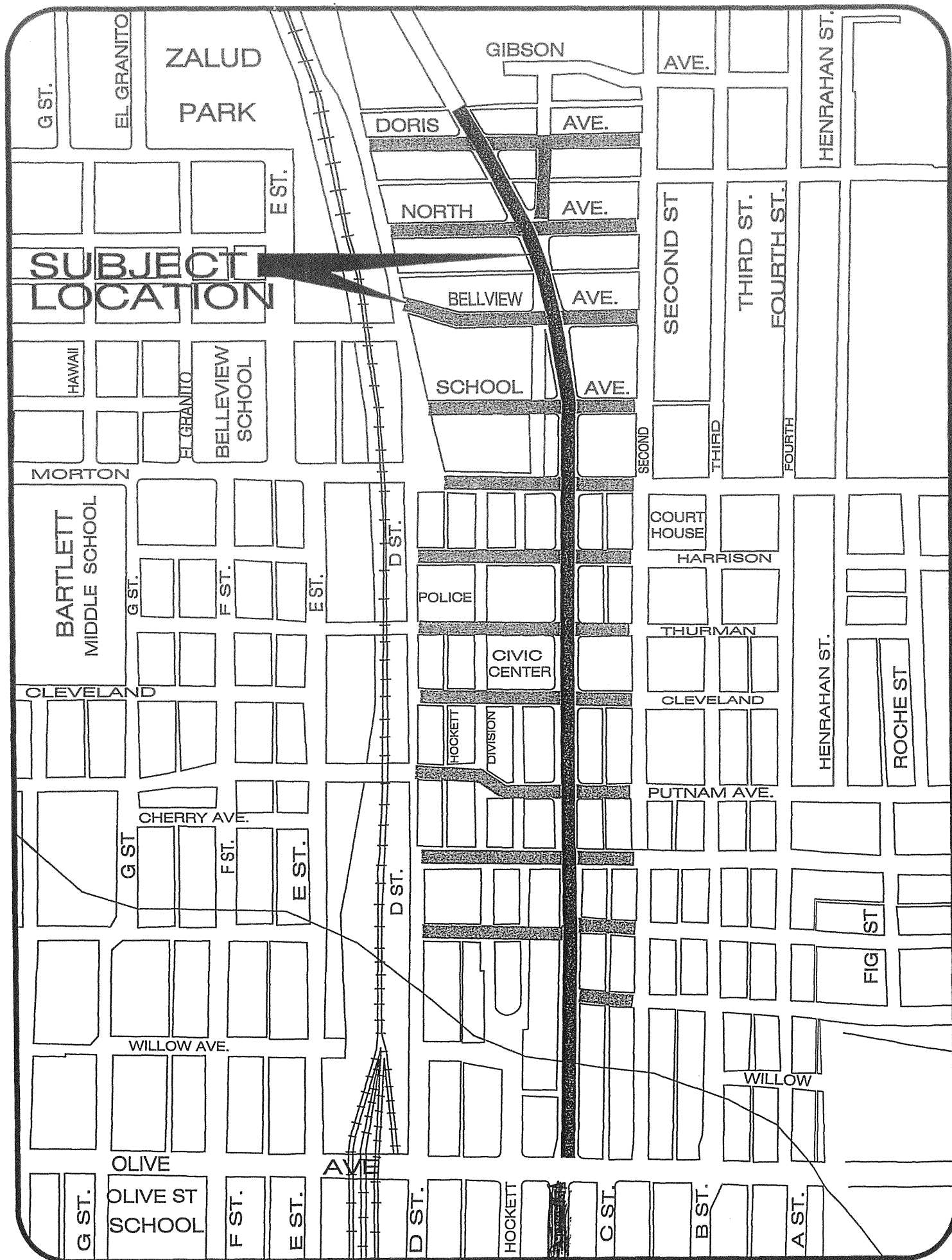
Date of Event: 11-11-19

Location of Event: Main Street

Recommendations/Requirements:

- City Council approval is required for all street closures.
- Ensure adequate barricades/barriers are used to warn motorists of non-access and prevent vehicle access to those designated areas.
- Veterans Homecoming Committee should meet with street vendors to coordinate rules regarding their activities, such as:
 - Staying off the parade route and crossing in front of floats or groups
 - Shall not sell silly string, snap caps or party poppers
 - Ensure each vendor has properly obtained a City business license
- Food vendors should be situated where they minimally block the sidewalk.
- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the Veterans Homecoming Committee, to ensure safe food products.
- Throwing candy from vehicles, floats, or any parade entry is prohibited. This results in children scampering to catch or find candy in a crowded environment, and causes others to run out into the street. This practice creates significant and unnecessary risk for parade goers. All registered parade entrants should be informed of this prohibition and efforts taken to cease this practice.
- 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 shall coordinate all policing/traffic/parking/posting concerns with Lt. Mark Azevedo or Lt. Rich Standridge well in advance of the event. They can be contacted at 559-782-7410 or 559-782-7400.

Lieutenant Josh Maniss
Porterville Police Department



ORANGE AVE.

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:

Don Dowling 1238 Linda Vista

2 Address where amplification equipment is to be used:

MAIN ST

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

Brent Gill
and Volunteers

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

Parade Use of PLS Equip.

5 Dates and hours of operation of amplification equipment:

0900 - 1200

6 A general description of the sound amplifying equipment to be used:

PLS Equipment

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

8-27-19

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.

[Signature] # 2121
City of Porterville, Chief of Police/Designee

8-30-19

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/14/2019

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Affinity, LLC P. O. Box 879610 Kansas City, MO 64187-9610	CONTACT NAME: Lockton Affinity, LLC PHONE (A/C, No, Ext): 800-669-9944 FAX (A/C, No): 913-652-7599 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: AIX Spec. Ins. Co. NAIC # 12833 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Veterans Homecoming Committee 1900 West Olive Porterville, CA 93257	

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y		HFZ-ML-20000168-02	09/16/2019	09/16/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE 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: For use of facilities

CERTIFICATE HOLDER 701652 City of Porterville, & Successor Agency to the Porterville Redevelopment Agency ATTN: Anita Gustuson 291 North Main Street Porterville, CA 93257	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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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, & Successor Agency to the Porterville Redevelopment Agency 291 North Main Street Porterville, CA 93257
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an 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:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



CITY COUNCIL AGENDA – SEPTEMBER 17, 2019

SUBJECT: Approval for Community Civic Event - Palabra de Victoria Church -
Community Outreach - September 28, 2019

SOURCE: Finance

COMMENT: The Palabra de Victoria Church is requesting approval to hold their annual Community Outreach event. This event, with carnival games and live music, will be held in the church parking lot and in front of the church on 'E' Street, Saturday, September 28, 2019, from 2:00 p.m. to 8:00 p.m. The applicant has requested the closure of 'E' Street from Orange Street to the end of their church building.

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 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 Palabra de Victoria Church, 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, Outside Amplifier Permit and Certificate of Liability Insurance

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

Before 9/6/19

CITY OF PORTERVILLE

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



cm
9/17/19

(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: 9-21-19 Event date: 9-28-19
9/27/19 Event time: 2 PM - 8 PM
Name of Event: Palabra OG Victorio Church Community Outreach

Sponsoring organization: Palabra OG Victorio Church Phone # 5591 793 6565
Address: 163 W. Orange Porterville Ca
Authorized representative: Angel Segura Phone # 5591 793 6565
Address: 1184 W. Brown Ave Porterville Ca 93257
Event chairperson: Angel Segura Phone # SAME

Location of event 163 W. Orange Porterville Ca
(Location map must be attached)

Type of event: Community Outreach, Bounce House,
Giveaways, CARNIVAL GAMES
Non-profit organization status: BL # 001885

(IRS Determination)
City services requested (fees associated with these services will be billed separately):
Barricades (quantity): 14 Street sweeping Yes No ✓
Police protection Yes No ✓ Refuse pickup Yes No
Other: USING EXTREME Jump from PHS B.H. List.

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

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

Appr.	Deny		
<u> </u>	<u> </u>	Bus. Lic. Spvr.	<u> </u>
<u> </u>	<u> </u>	Pub. Works Dir	<u> </u>
<u> </u>	<u> </u>	Comm. Dev. Dir.	<u> </u>
<u> </u>	<u> </u>	Field Svcs. Mgr.	<u> </u>
<u> </u>	<u> </u>	Fire Chief	<u> </u>
<u> </u>	<u> </u>	Parks Dir.	<u> </u>
<u> </u>	<u> </u>	Police Chief	<u> </u>
<u> </u>	<u> </u>	Admin. Svcs. Dir.	<u> </u>

Fax 559-784-4569

fin-par@ci.porterville.ca.us

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?

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

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

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

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.

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.

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.

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.

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.

<i>Palabra De Victoria Church</i>	<i>[Signature]</i>	<i>9-21-19</i>
(Name of Organization)	(Signature)	(Date)

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

Location: 163 W. Orange Event date: 9-28-19 Event time: 2 P.M.

[illegible]

The nonprofit sponsor shall collect said fee and remit the fee to the city within five (5) working days following the CCE. Said remittance shall be accompanied by a complete list of participants and consecutively numbered receipts written in triplicate, containing the name, address and telephone number of the licensee, and the licensee's California seller's permit number. Said receipts shall be furnished by the city. One copy of the receipt shall be furnished to the licensee, one copy filed with the finance department of the city, and one copy retained by the CCE sponsor for a period of three (3) years for audit purposes.

CITY OF PORTERVILLE

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

Name of event: Palabra De Victoria Church Community Outreach

Sponsoring organization: Palabra De Victoria Church

Event date: 9-28-19 Hours: 2:PM - 8 PM

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

Street Name	From	To	Activity
"E" St	ORANGE ST	End of Church Building	CARNIVAL TYPE: GAMES FOR CHILDREN THAT REQUIRE NO MECH. EQUIPMENT (Ball Toss / Ring Toss / B-Ball - No Rides @ Carnival
Sidewalks	From	To	Activity
			- No Dunking Machine
			- Music: Christian
			- No DJ
			- No VENDERS
			- No OTHER Participant
Parking lots and spaces	Location		Activity
			except for church members, Band & patrons of Community

Requirements for Community Civic Event
Palabra de Victoria Church
Community Outreach
September 28, 2019

Finance Director:
M. Bemis

Deputy Public Works Director:
J. Sanchez

Community Development Manager: No comments.
J. Phillips

Deputy Public Works Director: No comment.
M. Knight

Fire Marshall: Fire approves without comment.
M. Sandoval

Parks and Leisure Services Director:
D. Moore

Police Lieutenant: Please see proposed conditions and
J. Maniss requirements in Exhibit B.

Administrative Services Director: Please see Exhibit A, page 2. Bounce
P. Hildreth house vendor shall provide evidence of one
million dollars of liability coverage or each
bounce house participant's legal guardian
sign a waiver of liability releasing the City of
Porterville from any and all claim.

Requirements for Community Civic Event

Sponsor: Palabra de Victoria Church
Event: Community Outreach
Event Chairman: Angel Segura
Location: Palabra de Victoria Church parking lot/front of church
Date of Event: September 28, 2019
Time of Event: 2:00 p.m. to 8:00 p.m.

RISK MANAGEMENT: Conditions of Approval

That the Palabra de Victoria Church 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 and the Successor Agency to the Porterville Redevelopment Agency as Additional Insured against all claims arising from, or in connection with, the Sponsoring Organization'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
Community Civic Event Application

Proposed Event: Palabra De Victoria Church Community Outreach

Date/Time of Event: September 28, 2019, 2:00 P.M. to 8:00 P.M.

Location of Event: 163 W. Orange Avenue

Recommendations/Requirements:

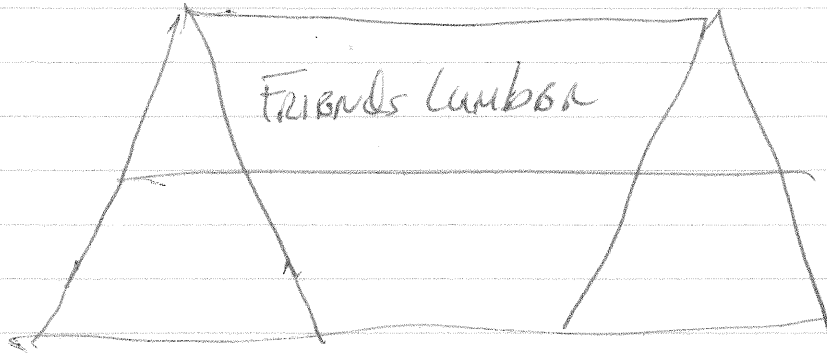
- City Council approval is required for all street closures.
- On all streets approved for closure, ensure adequate barricades/barriers are used to warn motorists of non-access and prevent vehicle access to those designated areas.
- An Outside Amplifier Permit has been requested and granted. However, event organizers shall not allow the sound to be so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of event, event organizers shall ensure streets are promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to pedestrians or vehicles traveling through this area.

Josh Maniss, Lieutenant
Porterville Police Department

Exhibit B

MAP FOR STREET

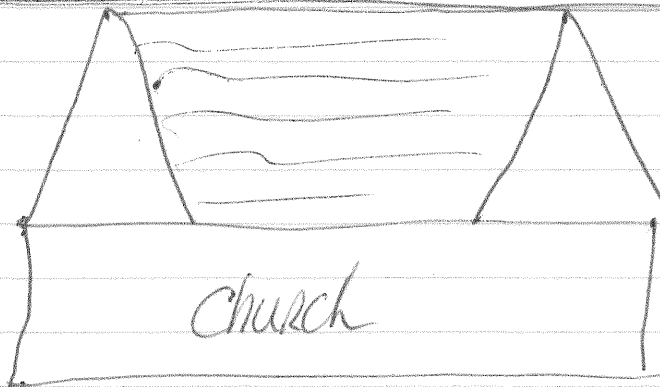
East To Main



"E" STREET

FROM ORANGE TO END of Church Building

ORANGE



West To bye.

Page 51

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: ANGEL SEGURA
1184 W. BROWN Porterville Ca 93257
- 2 Address where amplification equipment is to be used: 163 W. ~~BROWN~~ ORANGE Porterville Ca
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Rick Stavros Noah
890 W. McIntire, 1184 W. Brown
ANGEL SEGURA
- 4 Type of event for which amplification equipment will be used: Church Community Outreach
- 5 Dates and hours of operation of amplification equipment: 9-28-19 2PM-8PM 1 Day
- 6 A general description of the sound amplifying equipment to be used: Speaker, PA System, Microphones

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

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

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

[Signature]
Signature of Applicant

9-21-19
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.

[Signature] # 1121
City of Porterville, Chief of Police/Designee

8-28-19
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/26/2019

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. SUBROGATION IS WAIVED, subject to the terms and conditions of the policy. certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Church & Casualty Ins Agency Inc 3440 Irvine Ave Newport Beach CA 92660		CONTACT NAME: Team 1 Service PHONE (A/C, No, Ext): (800) 995-7525 E-MAIL ADDRESS: serviceteam1@ccia.com FAX (A/C, No): (800) 995-7521	
INSURED PALABRA DE VICTORIA CHURCH DBA WORD OF VICTORY 163 W ORANGE AVE PORTERVILLE CA 93257-4650		INSURER(S) AFFORDING COVERAGE INSURER A: Church Mutual Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1982691124 **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 LIR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y		0255275-02-015457	08/03/2019	08/03/2022	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:						GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMS-MADE						AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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)

Evidence of insurance for Street Closure Permit--Community Outreach located on the insured's premises, 163 W Orange Ave and (Orange & E St), Porterville, CA on September 28, 2019. City of Porterville & The City of Porterville Redevelopment Agency, its board, officers, agents and employees are named additional insured but only with respect to the activities of the Named Insured on the above described premises. All activities/operations not specifically ran/or conducted by the Named Insured are excluded. *Refer to attached A2014 Endorsement. **Add A267.1 Blanket Additional Insured Endorsement.

CERTIFICATE HOLDER City of Porterville & The City of Porterville Redevelopment Agency 291 N Main St Porterville CA 93257	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION
FOR SPECIFIC ACTIVITY**

This endorsement modifies insurance provided under the General Liability Coverage Part.

The following is added to the General Liability Additional Provisions Form.

Additional Insured Person(s) or Organization(s):		
Name:	City of Porterville & The City of Porterville Redevelopment Agency, its board, officers, agents and employees	
Address:	291 N Main St	
	Porterville City	CA State
		93257 Zip
Activity:	Evidence of insurance for Street Closure Permit--Community Outreach located on the insured's premises, 163 W Orange Ave and (Orange & E St), Porterville, CA Policy #0255275-02-015457	
Date(s):	September 28, 2019	

A. ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION FOR SPECIFIC ACTIVITY

1. Paragraph C., Who is An Insured, is amended to include the person(s) or organization(s) shown above, but only with respect to "bodily injury," "property damage," "personal injury," and "advertising injury" liability, and only with respect to operations of the Named Insured that are directly related to the activity shown above during the dates shown above.

A2014 (12-07)

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Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED ENDORSEMENT FOR
CONTRACT, AGREEMENT OR PERMIT - INCLUDING LESSOR OF
LEASED EQUIPMENT, OWNER OF LEASED LAND,
MANAGERS OR LESSORS OF PREMISES, ENGINEERS,
ARCHITECTS AND SURVEYORS AND VENDORS**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

The following is added to the General Liability Additional Provisions Form.

**A. ADDITIONAL INSUREDS – BY
CONTRACT, AGREEMENT, OR PERMIT.**

1. Paragraph C. - WHO IS AN INSURED, is amended to include as an insured:

(a) Any person or organization with whom you have entered into a written contract, agreement or permit requiring you to provide insurance as is afforded by this General Liability Coverage Form will be an additional insured, but only:

(1) To the extent that such additional insured is held liable for acts or omissions committed by you or your subcontractors during the performance of your ongoing operations.

(2) With respect to property owned or used by, or rented or leased to, you.

The insurance afforded any additional insured under this paragraph will be subject to all applicable exclusions or limitations described in paragraphs 2.(a), (b), (c), (d) and (e) and in 3.(a), (b), (c), (d), (e) and (f) below.

(b) Such insurance as is provided by this paragraph for any additional insured will be primary, if so required by the written contract, agreement, or permit. Any other insurance available to such person or organization shall be excess over this insurance.

(c) A person's or organization's status as an additional insured in connection with a written contract, agreement or permit under this paragraph ends when your operations for that additional insured are completed or the written contract, agreement or permit is terminated or expires.

2. Additional Exclusions or Limitations

(a) Lessor of Leased Equipment

If an equipment lessor is an additional insured as a result of the provisions of paragraphs 1.(a), (b) and (c) above, the following additional exclusions apply:

This insurance does not apply:

(1) To any "occurrence" which takes place after the equipment lease expires;

(2) To "bodily injury" or "property damage" arising out of the sole negligence of such additional insured.

(b) Owner of Leased Land

If an owner or other interest from whom land has been leased is an additional insured as a result of the provisions of paragraphs 1.(a), (b) and (c) above, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction, or demolition operations performed by or on behalf of the owner or other interest from whom the land was leased.

(c) Managers or Lessors of Premises

If a manager or lessor of premises you rent or lease is an additional insured as a result of the provisions of paragraphs 1.(a), (b) and (c) above, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction, or demolition operations performed by or on behalf of the manager or lessor of that premises.

(d) Engineers, Architects, or Surveyors

If an engineer, architect or surveyor is an additional insured as a result of the provisions of paragraphs 1.(a), (b) and (c) above, the following additional exclusions apply:

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

(e) Vendors of "Your Products"

If a vendor of "your products" is an additional insured under this Coverage Part, such insurance as is provided to the additional insured applies only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and subject to the following additional exclusions:

- (1) This insurance afforded the vendor does not apply to:
 - (i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (ii) Any express warranty unauthorized by you;
 - (iii) Any physical or chemical change in the product made intentionally by the vendor;

- (iv) Repackaging, except unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (v) Any failure to make such inspections, adjustments, tests, or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business; in connection with the distribution or sale of the products;
 - (vi) Demonstration, installation, servicing, or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product; or
 - (vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
 - (viii) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - a) The exceptions contained in Sub paragraphs (iv) or (vi); or
 - b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part, or container entering into, accompanying or containing such products.
3. Such insurance as is afforded for any additional insured under 1. and as modified by **Paragraph 2.** above is subject to all applicable exclusions under **Coverage A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY COVERAGE, Paragraph 2. Exclusions** other than **2.b.** which is applicable to contractual liability; and to the following additional exclusions:
- (a) The independent acts or omissions of such additional insured.
 - (b) Any liability arising from injury or damage in connection with a contract or agreement executed or permit issued subsequent to:
 - (i) The occurrence of any "bodily injury" or "property damage"; or
 - (ii) The commission of any offense which caused "personal and advertising injury."
 - (c) Construction or demolition activities within 50 feet of any railroad property and affecting any railroad bridge or trestle, track, road-bed, tunnel, underpass or crossing.

- (d) Any liability arising from injury or damage in connection with a permit issued by a state political subdivision if the liability is from operations performed for the state or political subdivision.
- (e) Any liability from "bodily injury" or "property damage" arising out of "your work" which is included in the "products-completed operations hazard."

This additional exclusion **A.3.(e)** does not apply with respect to such Vendors coverage as is provided under **A.2.(e)** above.

- (f) Any person or organization included as an insured under any other provision of Paragraph C., Who Is An Insured, or included as an additional insured by any endorsement to this policy.



CITY COUNCIL AGENDA – SEPTEMBER 17, 2019

SUBJECT: Request for Proclamation - Domestic Violence Awareness Month - October 2019

SOURCE: Administrative Services

COMMENT: At its meeting on October 1, 2013, the City Council amended the process by which Proclamations are approved, and last affirmed the process at its meeting on August 20, 2019. 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.

Andrea Morales, on behalf of the Family Crisis Center, has requested that the Council consider approval of a proclamation to declare October 2019, as "Domestic Violence Awareness Month". Mayor Flores is sponsoring this proclamation request. If approved, the applicant requests that the proclamation be presented at the October 1st Council Meeting.

RECOMMENDATION: That the City Council consider approval of the request to proclaim October 2019, as " Domestic Violence Awareness Month."

ATTACHMENTS: 1. Proclamation Request - Domestic Violence Awareness Month

Appropriated/Funded:

Review By:

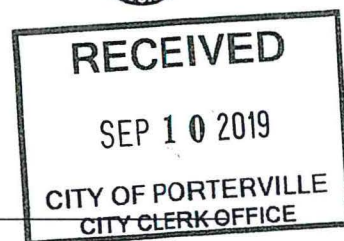
Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: Patrice Hildreth, Deputy City Manager



City of Porterville
REQUEST FOR PROCLAMATION



Date of Request: 09/05/2019

Name of Event/Individual: Domestic Violence Awareness 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: 559-544-6256 FAX: 559-781-6240

E-mail: amoraless@ccfamilycrisis.org

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

Date(s) of Event: October 2019

Date of Council Meeting to be presented, if applicable: 10/01/2019
(Council meets 1st and 3rd 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: _____ Sponsored by: _____ Date: _____

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: October is annually recognized as National Domestic Violence Awareness Month;

WHEREAS: although progress has been made toward preventing and ending domestic violence and providing support to survivors and their families, important work remains to be done;

WHEREAS: domestic violence programs in California provide essential, lifesaving services for survivors, their children, and communities;

WHEREAS: there is a need to provide education, awareness and understanding of domestic violence and its causes;

WHEREAS: in just one day, across the U.S. and its territories, nearly 75,000 victims of domestic violence sought services from domestic violence programs and shelters. That same day, more than 9,000 requests for services, including emergency shelter, housing, transportation, childcare and legal representation, could not be provided because programs lacked the resources to meet victims' needs;

WHEREAS: the impact of domestic violence is wide ranging, directly affecting individuals and society as a whole, here in this community, throughout the United States and the world, and;

WHEREAS: racism, homophobia, transphobia, ageism and discrimination based on physical ability, nationality or other factors help to perpetuate domestic violence and make finding safety even more difficult for some victims;

WHEREAS: according to the Centers for Disease Control, 1 in 4 women and 1 in 9 men have experienced contact sexual violence, physical violence, and/or stalking by an intimate partner in their lifetime.

WHEREAS: Domestic violence impacts millions of people each year, but it can be prevented. Preventing domestic violence requires the collective voice and power of individuals, families, institutions, and systems – each whose “#1 Thing” adds a valuable and powerful component to transforming our communities.

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

"DOMESTIC VIOLENCE AWARENESS MONTH"

and encourage all citizens to recognize this month by supporting local efforts to assist victims of domestic violence.

PROCLAIMED this 1st day of October 2019.

Martha A. Flores,
Mayor

Brian E. Ward,
Vice Mayor

Milt Stowe,
Council Member

Monte Reyes,
Council Member

Daniel Penaloza,
Council Member



CITY COUNCIL AGENDA – SEPTEMBER 17, 2019

SUBJECT: Consideration of Appointment of CalTIP Board Member

SOURCE: Public Works

COMMENT: On January 20, 2004, the City Council authorized the City's participation in the California Transit System Joint Powers Authority, which does business as the California Transit Indemnity Pool ("CalTIP") for liability coverage and vehicle physical damage coverage for the City's transit fleet. Through its participation in the JPA, the City has realized significant savings in premiums over coverage previously purchased in the open market.

Each member of CalTIP is represented on the Board of Directors and plays an active role in the organization. The Board meets twice yearly for study sessions to conduct business of the pool, as well as to keep Board Members informed of trends in transit, including operations, risk exposures, and effective loss control mechanisms to help prevent claims and manage losses.

All Board Members are staff members of the entities belonging to the pool, with majority being well-versed in transit, finance or risk management. The costs incurred by the Board Member attending the CalTIP meetings are reimbursed to the City of Porterville by CalTIP.

Currently, Ms. Patrice Hildreth serves as the Alternate, with the Board Member position being vacant due to the retirement of Mr. Mike Reed. It is now proposed that the City Council appoint Mr. Mike Knight to serve as the Board Member, with Patrice Hildreth continuing to serve as the Alternate. With the frequent focus on operational issues at CalTIP Board Meetings, the City's contracted Transit Manager also regularly attends the meetings.

RECOMMENDATION: That the City Council:

1. Approve the draft resolution designating Mike Knight as the City's CalTIP Board Member, and Patrice Hildreth as the Alternate Member; and
2. Authorize the Mayor to execute said Resolution for submission to CalTIP.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Deputy Public Works Director/Field Services Manager

Final Approver: Patrice Hildreth, Deputy City Manager

RESOLUTION NO. _____ - 2019

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
DESIGNATING THE CITY'S REPRESENTATIVES TO THE CALIFORNIA TRANSIT
INDEMNITY POOL BOARD OF DIRECTORS**

WHEREAS, the City Council acted on January 20, 2004, approving the City of Porterville's membership in the California Transit Systems Joint Powers Authority, doing business as the California Transit Indemnity Pool (CalTIP); and

WHEREAS, the City of Porterville wishes to designate a representative of the City of Porterville to attend the CalTIP Board of Directors meetings and represent the City in its best interests; and

NOW THEREFORE, BE IT RESOLVED AND ORDERED that effective September 17, 2019, Mike Knight shall be designated CalTIP Representative for the City of Porterville and, as such, is hereby authorized to be the CalTIP Board Member on behalf of the City of Porterville.

BE IT RESOLVED AND ORDERED that effective March 15, 2016, Patrice Hildreth shall continue to be designated CalTIP Alternate Representative for the City of Porterville and, as such, is hereby authorized to be the Alternate CalTIP Board Member on behalf of the City of Porterville.

PASSED AND ADOPTED by the City Council of the City of Porterville, State of California, at a regular meeting of said Council held on September 17, 2019.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – SEPTEMBER 17, 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 September 3, 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. The State has committed funding for non-profit agencies to continue drought-related activities, which Self-Help Enterprises has continued the household tank program locally, through State Cleanup and Abatement Account (CAA) emergency funds.

Representatives for the City, County, State (CalOES, DDW, DWR, and SWB) and non-profit partners 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. City staff conducted a pre-construction public outreach meeting with the affected residents on the status of the project on Thursday, April 4, 2019. Council authorized the agreement with Self-Help Enterprises Inc. to provide the private residential connections at its meeting on July 2, 2019, and construction work has begun on the project.

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

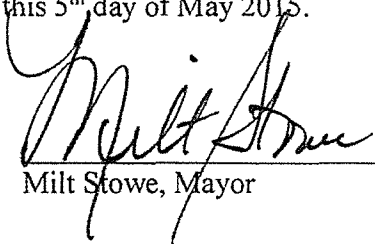
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

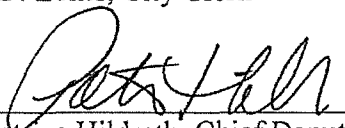
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance,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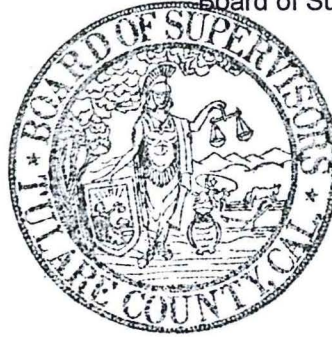
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

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. G. Ennis for LMT
Deputy 20151902

CITY OF PORTERVILLE

BY Milt Stowe
Milt Stowe, Mayor

ATTEST:
City Clerk of the City of Porterville

BY J. L. Lolis
John Lolis, City Manager

Approved as to Form

BY [Signature]
City Attorney

EXHIBIT 'A'

East Porterville Project Boundary

Legend

-  East Porterville Project Boundary
-  Parcels Within Project Boundary Area (1,776)
-  City Limits
-  UDB

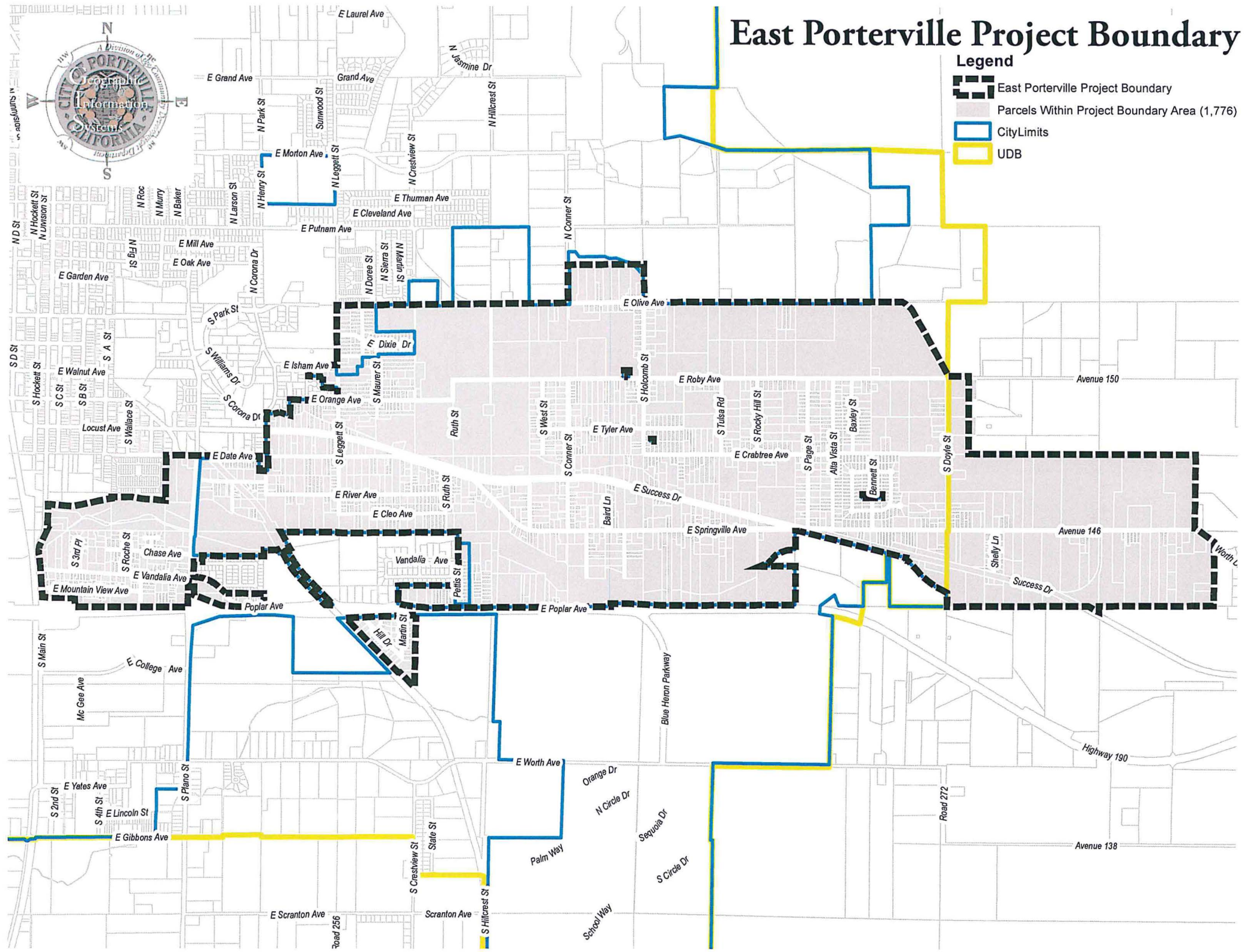


EXHIBIT 'B'

RESOLUTION NO. 74 -2014

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

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

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

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

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

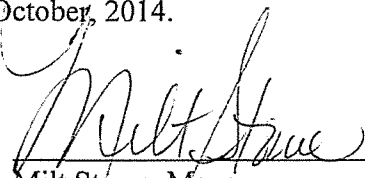
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city,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

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

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

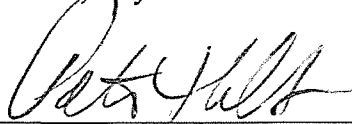
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville,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

PASSED, APPROVED AND ADOPTED this 21st 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 21st 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".

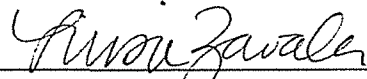
PASSED, APPROVED AND ADOPTED this 19th day of April, 2016.



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.

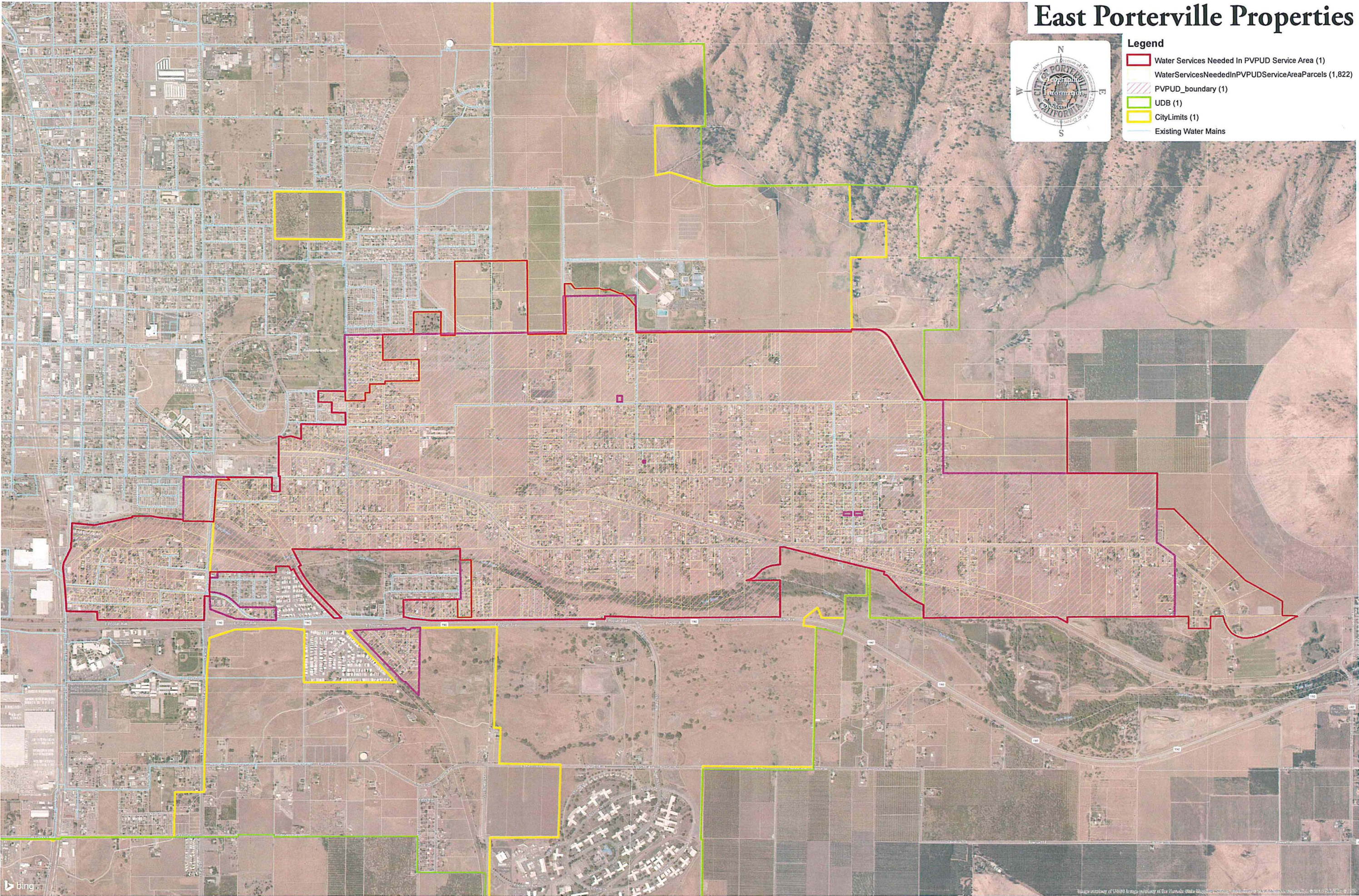
3. PROPERTIES WITHIN THE EAST PORTERVILLE FEASIBILITY STUDY PROJECT AREA: The California State Water Resources Control Board, in coordination with the Department of Water Resources Drought Task Force, is charged with preparing a feasibility study to define a long-term solution to the water related issues 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 19th day of April, 2016.

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

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

JOHN D. LOLLIS, City Clerk

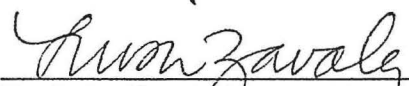

By: Luisa Zavala, Deputy City Clerk

EXHIBIT 'C'



EXHIBIT 'D'

Scope of Work

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

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
Total:		\$108,326.00

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

California Office of Emergency Services

County of Tulare

City of Porterville

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~~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 7th 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

California Office of Emergency Services

County of Tulare

City of Porterville



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 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 – SEPTEMBER 17, 2019

SUBJECT: Grant Application Options for SB2 Funds

SOURCE: Community Development

COMMENT: Under the Fifth Cycle of the Regional Housing Need Assessment (RHNA), the Tulare County Association of Governments determined that for the 2014-2023 Cycle, the City of Porterville should add 1,199 affordable housing units to the local housing stock. As with many jurisdictions in the State, the City has struggled to fill this allocation with only 43 units being built thus far into the cycle. As a way to help jurisdictions achieve these goals, in 2017 the Legislature enacted the Building Homes and Jobs Act (Senate Bill 2 or SB2) that created the Building Homes and Jobs Trust Fund (Section 50470 of Government Code). The State is directed to distribute monies to local jurisdictions in order to help accelerate housing production and promote housing affordability for lower- and moderate-income households. Under this funding program, the City qualifies for \$310,000 in non-competitive grant monies, so long as four thresholds are met:

1. Have an HCD-compliant housing element,
2. Have submitted a recent Annual Progress report,
3. Demonstrate a nexus to accelerating housing production, and
4. Demonstrate that the applicant is consistent with State Planning Priorities (Government Code Section 65041.1) or other planning priorities.

The Housing and Community Development Department (HCD) has defined six Priority Policy Areas (PPA) where applicants proposing activities in at least one of the PPA are automatically deemed to demonstrate a nexus to accelerating housing production without any further demonstration. These activities include:

1. **Rezone to Permit By-right:** Rezoning for significant additional housing capacity without or lesser discretionary review or establishing zoning to permit residential development by-right, particularly multifamily, without discretionary action pursuant to Government Code Section 65583.2(h) and (i).
2. **Objective Design and Development Standards:** Developing objective design standards or pre-approved site and architectural plans that facilitate non-discretionary permitting.
3. **Specific Plans or Form-based Codes Coupled with CEQA Streamlining:** Designating and rezoning for additional housing capacity or preparing specific plans or form codes that include zoning and development standards and plan-level environmental analysis that can be used to streamline future housing projects and facilitate affordability.
4. **Accessory Dwelling Units or Other Innovative Building**

Strategies: Encouraging ADUs and other innovative building types through actions above state law such as, outreach, fee waivers, pre-approved plans, website zoning clearance assistance, and other homeowner tools or finance tools. Also, establishing other approaches to intensify existing lower density residential areas and “missing model” typologies to encourage significantly more residential development (e.g., duplexes, triplexes) in lower density residential areas.

5. **Expedited Processing:** Speeding up approvals and permit processing, including instituting programs that streamline or consolidate the review process or create a separate process for expedited review of housing projects.

6. **Housing Related Infrastructure Financing and Fee Reduction**

Strategies: Develop and implement approaches to local, regional or sub-regional housing related infrastructure financing. Create plans and programs to finance and increase infrastructure with accompanying enhanced housing capacity, such as enhanced infrastructure financing districts. Fee reduction and rationalization approaches, such as reassessing fees to adhere to best practices in reducing costs, deferrals, sliding scales or proportionate impacts fees (e.g., ADUs, transit oriented, and infill development, special needs housing), or fee transparency measures including publicly available fee calculators.

The City has accomplished Thresholds 1 & 2, and the three alternatives provided herein for consideration would suit Thresholds 3 & 4. An important consideration shared by all three options is that they increase the number and variety of options of housing units while enhancing the small town charm that is central to Porterville’s character, while also promoting transit, bike, and/or pedestrian oriented design. The inclusion of multi-modal concepts not only meets the State Planning Policies, but will place the City in a better position of eligibility for future grant opportunities through State and Federal agencies promoting such development.

Currently, nearly 75% of Porterville’s housing stock is in the form of single-family homes, and while single family residential areas will always be an important part of the community, there is an obvious need for more affordable options, as well as options for those who may choose not to maintain a home, such as the elderly, those with special needs, or young professionals who aren’t yet ready for homeownership. Additionally, the options help lay the groundwork for additional economic investment in Porterville’s business community in three ways: 1) having a variety of housing options can help entice employers to relocate/open in Porterville as there will be different levels of affordability for potential employees to rent or purchase; 2) promoting districts and neighborhoods that incorporate multiple modes of transportation can help attract the amenities and services that growing industries and their employees are looking for; and 3) with the increase in the number of options and variety of housing stock and different income levels moving into Porterville, this can help diversify and increase the types of businesses in Porterville to cater to different demographics.

All options, in the long run can help improve how the City promotes meeting our current RHNA allocation and all future allocations; however, each offers

distinct advantages.

- Option 1 focuses on PPA #2 – Objective Design and #4 – Innovative Building Strategies, as well as State Planning Priorities #1 – Use Land Efficiently, and # 4 – served by adequate transportation and other essential utilities and services. It would serve to immediately make available pre-approved plans to fit on standard sized lots that are common in some of the older neighborhoods of town where staff often see property owners looking for ways to redevelop for rental purposes. These pre-approved site plans can help developers and property owners lower costs of replacing aging structures by eliminating the need for draftsmen and architects, and also enable non-professional developers to update properties. A property owner could simply select their preferred plan, pay permit fees, and hire a contractor to begin construction.
- Option 2 is similar to Option 1, but instead of solely multi-family residential, would create pre-approved plans for mixed use development, which could be used in any of the Downtown Mixed Use or Commercial Mixed Use zone districts. This would meet PPA #2 and State Planning Priorities #1 and 4. The clear guidelines of what constitutes good mixed use development can help steer developers towards such construction in areas of town where space is limited but are in need of both residential and commercial units and can encourage construction of affordable units. In order to truly facilitate this type of development, Option 2 would also require an amendment to the Development Code to exempt the pre-approved design from a Conditional Use Permit.
- Option 3 emphasizes long range planning in order to meet RHNA quotas and fulfills PPA #2 and #3 – Specific Plans Coupled with CEQA Streamlining as well as State Planning Priority #1. By creating a Specific Plan for the area bordered by the Tule River to the north, SR 65 to the east, SR 190 to the south, and Westwood to the west, this plan would have an enormous impact towards long term attainment of future RHNA goals. This option would help ensure that once the city's growth crosses the Tule River in that area, development will be guided by a set vision and continue to promote a strong Valley character while improving the quality of life for Porterville's residents.

Using the SB 2 Grant funds, it could be possible to choose multiple options in order to maximize the impact and effect on affordable housing stock. However, staff advocates selecting a single alternative for the most effective results. The direction received by the City Council will allow staff to prepare the grant application and submit it to HCD for consideration and approval by the November 30, 2019 deadline.

RECOMMENDATION: That the City Council review the proposed alternatives and provide direction to staff.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Final Approver: Patrice Hildreth, Deputy City Manager



CITY COUNCIL AGENDA – SEPTEMBER 17, 2019

SUBJECT: Consideration of Appointment to Transactions and Use Tax Oversight Committee

SOURCE: Administrative Services

COMMENT: The Transactions and Use Tax Oversight Committee (TUTOC) was established as a component of Measure H, a one-half cent public safety special tax measure which was approved by Porterville voters in November of 2005. The initial charge of the Committee was to review the revenue and expenditures of the three (3) Measure H budgets (Fire, Police and Literacy), and to report its findings to the City Council. In November 2018, the voters of Porterville approved Measure I, a one cent general sales tax measure to maintain public safety and to improve Porterville streets. TUTOC is also now charged with oversight of Measure I fund expenditures.

The Committee is comprised of ten (10) members of the public, each serving four-year terms, and is required to meet at least once annually after the adoption of the budget. Meetings are held pursuant to the Ralph M. Brown Act provisions, and are held at City Hall.

The appointment of Ms. Virginia Gurrola to the City Council simultaneously made her ineligible to serve on the Transactions and Use Tax Oversight Committee (TUTOC) which thereby created a vacancy on the Committee.

Staff is in receipt of two (2) Requests for Appointment, submitted by Mr. Rudolfo Roman and Mr. Joshua Sulier. Copies of these Requests are herein provided for Council's consideration.

RECOMMENDATION: That the City Council appoint an individual to the Transactions and Use Tax Oversight Committee for a term to expire in May 2020.

ATTACHMENTS:

1. Request for Appointment - Roman
2. Request for Appointment - Sulier

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



Please complete all blanks.

Name: __Rodolfo "Rudy" Roman__
(Please Print)

Appointment to: __Transaction & Use Tax Committee__
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, Please provide:

Street Address: [REDACTED]

Mailing Address: __Same as above__

Name of Business: _____
☐ Own ☐ Operate

Business Address: _____

Telephone: Home [REDACTED]
Work [REDACTED]
FAX _____
E-mail [REDACTED]

RECEIVED
SEP 06 2019
CITY OF PORTERVILLE
ADMINISTRATIVE SERVICES

City of Porterville Resident:

X ☐ Yes

☐ No

Select District:

☐
x1 ☐ 2 ☐ 3

☐ 4 ☐ 5

Registered Voter:

X ☐ Yes

☐ No

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

see attached letter

Please tell us why you are interested in this position.

see attached letter

☐ Resume attached

☒ Letter of request attached

Submitted By: Rodolfo Roman 09/06/2019
Date

Received by: Patrice Childress

Forwarded to: City Clerk

☒ Date: 9/6/19

City Council

☐ Date:

Staff Liaison

☐ Date:

Tentative Council Mtg Date: 9/17/19

09/06/2019

City of Porterville

Request for appointment: Transactions and Use Tax Oversight Committee

RECEIVED
SEP 06 2019
CITY OF PORTERVILLE
ADMINISTRATIVE SERVICES

I live and have lived in Porterville the majority of my adult life in Porterville. I attended Porterville College and graduated with a BA in Public Administration from CSUB. I have been involved in community events in Porterville for many years, I served on the Community Block Grant Committee for many years prior to resigning. I served on the original city charter review committee and also on the citizen interview panel in the selection of the current Police Chief. I along with my wife Maria were named a 2018 Porterville Cinco de Mayo Grand Marshalls. I am board member of Helping Hands. I am currently the manager of the Porterville EDD Workforce Service office. I like to help wherever I can to make our great city even better. Serving on this committee is a step in that direction. I belief citizen oversight is a very valuable and important role that benefits the cities and agencies. A person partaking in this role must take there responsibility seriously and act in the interest of the public.

Thank you for your consideration of my application for appointment.

Rodolfo "Rudy" Roman

[REDACTED]
Porterville CA 93257
[REDACTED]

CITY OF PORTERVILLE REQUEST FOR APPOINTMENT

RECEIVED

AUG 30 2019

CITY OF PORTERVILLE
CITY CLERK OFFICE

Please complete all blanks.

Name: Joshua Sulier

(Please Print)

Appointment to: Transaction and Use Tax Oversight Committee

(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, please provide :

Street Address: [REDACTED] Porterville Ca, 93257

Mailing Address: Same as above

Name of Business: N/A

☐ Own

☐ Operate

Business Address: N/A

Telephone: Home [REDACTED]

Work N/A

FAX N/A

E-mail [REDACTED]

City of Porterville resident:

☒ Yes

☐ No

Registered Voter:

☒ Yes

☐ No

Qualifications: I have been a resident of Porterville for 35 years and I am a citizen who
wishes to be more involved in our local government.

- ☒ Resume attached
- ☐ Letter of request attached

Submitted By: Joshua Sulier 8/30/19
Date

Received by: _____

Forwarded to: City Clerk ☐ Date: _____

City Council ☐ Date: _____

City Manager ☐ Date: _____

Applicable Dept. ☐ Date: _____

Tentative Council Mtg Date: _____

Joshua Paul Sulier

[REDACTED] Porterville, CA 93257
[REDACTED]
[REDACTED]

Profile:

I've been a resident of Porterville for the majority of my life. I'm interested in being a member of the Transaction and Use Tax Oversight Committee to take an active role in our local government.

Work Experience:

Employer: Home Depot Porterville **Start:** 12/16 **End:** 4/19

Position: Full Time Overnight Freight Associate

Phone: [REDACTED]

Supervisor: [REDACTED]

Duties: Work with a group of up to 10 people to off load and stock all merchandise received during the day. Ensure accurate inventory recorded and leave the store grand opening ready every morning.

Employer: Home Depot Tulare Store **Start:** 02/16 **Transfer to Porterville Store** 12\16

Position: Lumber Associate

Phone: [REDACTED]

Supervisor: [REDACTED]

Duties: Off loading merchandise from trucks and stocking the department using either an LPG powered fork lift, or an electric fork lift. Assisting customers with projects both large and small. Cleaning and inventory management.

Employer: Blue Sky Aviation **Start:** 11/11 **End:** 07/12

Position: Certified Flight Instructor

Phone: n/a

Supervisor: [REDACTED]

Duties: Create lesson plans and tests that meet or exceed FAA guidelines for ground school classes for Private, Instrument, and Commercial pilot ratings for rotor craft, as well as teaching those classes for up to 40 students. Create and conduct lesson plans for flight training specializing in instrument certification.

Employer: Home Depot **Start:** 03/10 **End:** 07/10

Position: Electrical Associate

Phone: [REDACTED]

Supervisor: [REDACTED]

Duties: Maintain a well stocked and clean department and assist customers with any of their electrical needs.

Joshua Paul Sulier

[REDACTED] Porterville, CA 93257

[REDACTED]

[REDACTED]

Work Experience Continued:

Employer: Sierra Management

Start: 11/03 **End:** 06/09

Position: Demand Response Driver

Phone: [REDACTED]

Supervisor: [REDACTED]

Duties: Transport of senior and disabled passengers and their cargo in and around the city of Porterville.

Employer: City of Porterville Parks and Leisure **Start:** 2000 **End:** 2002

Position: After School Sports Coach

Phone: [REDACTED]

Supervisor: [REDACTED]

Duties: Teach 4th, 5th, 6th grade students communication skills, teamwork and fair play while coaching them in the fundamentals of multiple sports.

Skills:

Communication:

- Able to explain complex ideas in simple terms
- Confident public speaker

Interpersonal Skills:

- Active listener
- Able to work in groups with conflicting ideas to reach a common goal

Adaptability:

- Ability to work under pressure
- Utilize problem solving skills and change tactics as needed