

**SPECIAL CITY COUNCIL MEETING
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
MAY 24, 2021, 5:00 PM**

Pursuant to Executive Order N-29-20, signed by Governor Newsom on March 17, 2020, and in an effort to protect public health and slow the rate of transmission of COVID-19, the City of Porterville is allowing for and encouraging electronic participation at City Council Meetings. Until further notice, Porterville City Council Meetings will be livestreamed on YouTube at <https://www.youtube.com/channel/UC5KuhSrNMNL9nwHJVtnJvvA>. Public comments may be submitted to CouncilMeetingComments@ci.porterville.ca.us and will be read aloud for Council consideration during Oral Communications or during any public hearings as applicable. Members of the public are encouraged to submit comments prior to 5:30 p.m., Monday, May 24, 2021, to participate in this meeting. Staff will periodically check for emails that may have been submitted after 5:30 p.m., however it is not guaranteed that those emails will be read prior to Council action.

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

Topic: Special City Council Meeting of May 24, 2021

Please use the following link below to join the webinar:

<https://zoom.us/j/91338935069?pwd=K3g2TWdva2krYlcwZ1Ita2JMUU14UT09>

Or via Telephone: 1-669-900-6833 *Webinar ID:* 913 3893 5069 *Passcode:* 712283

Please direct any questions to the Office of City Clerk at 559-782-7464.

Call to Order

Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54957.6 - Conference with Labor Negotiator. Agency Negotiator: John Lollis. Employee Organizations: Fire Officer Series and Porterville City Firefighters Association.

**5:30 P.M. RECONVENE OPEN SESSION AND REPORT ON
REPORTABLE ACTION TAKEN IN CLOSED SESSION**

Pledge of Allegiance Led by

Invocation

ORAL COMMUNICATIONS

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

SCHEDULED MATTERS

1. Study Session to Consider the Agreement Between the City and the Porterville Chamber of Commerce and Establish Mutual Goals and Objectives

Re: Study session to consider agreement and to establish goals and objectives.

ADJOURNMENT - to the meeting of June 1, 2021

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 – MAY 24, 2021

SUBJECT: Study Session to Consider the Agreement Between the City and the Porterville Chamber of Commerce and Establish Mutual Goals and Objectives

SOURCE: City Manager's Office

COMMENT: At its meeting on April 6, 2021, the City Council authorized the scheduling of a Study Session for May 24, 2021, to consider the Agreement between the City and the Porterville Chamber of Commerce and to establish mutual goals and objectives.

The City and the Porterville Chamber of Commerce have a long-standing agreement in the provision of community promotion activities, with the agreement last being modified in October 2019 (please see attached). Given the ongoing COVID-19 pandemic and its past and current affect on preventing some of the activities contained in the Agreement to occur as well as impacting local tourism, the Council and Chamber may consider how the Agreement may be modified to account for post-pandemic goals and objectives for community promotion and promoting local tourism.

RECOMMENDATION: That the City Council consider the Agreement between the City and the Porterville Chamber of Commerce and establish mutual goals and objectives.

ATTACHMENTS:

1. Porterville Chamber of Commerce Agreement - September 2006
2. Porterville Chamber of Commerce Agreement Amendment - October 2019

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

AGREEMENT BETWEEN
THE **CITY OF PORTERVILLE** AND
THE **PORTERVILLE CHAMBER OF COMMERCE**

This agreement is made and entered into on the 4th day of September, 2006, by and between the CITY OF PORTERVILLE, hereinafter referred to as "City", and the PORTERVILLE CHAMBER OF COMMERCE, hereinafter referred to as "Chamber," both of whom understand and agree as follows:

WHEREAS, the City is desirous of maintaining and asserting positive community values, of disseminating information relative to promoting the advantages of Porterville, and of supporting public interest activities; and

WHEREAS, Section 37110 of the Government Code of the State of California authorizes the expenditure of not more than five percent (5%) of monies accruing to the General Fund in any one fiscal year for music and promotional activities, including promotion of sister city and town affiliation programs; and

WHEREAS, the Chamber is actively engaged in promoting civic, social, and cultural events and activities, and is therefore believed to be organized, equipped, and capable of conducting promotional activities on behalf of the City; and

WHEREAS, it is not the intent of the City to fully underwrite, subsidize, or sponsor any particular program or activity, but to provide contributing support towards the maintenance and continuance of certain existing programs and activities of the Chamber, which best achieve the promotional objectives of the City.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. Chamber Responsibilities. The Chamber shall:

- A. Continue to carry on programs and promotional activities that include:
 - 1. Mail solicitations, information pool, referral services, and the visitor information bureau.
 - 2. Holiday advertising campaigns, and the design and construction of the Porterville booth for the Tulare County Fair.
 - 3. Printing and distribution of informational pamphlets and brochures.
- B. Assume all duties and responsibilities relating to the following:
 - 1. Locating, scheduling, coordinating, and programming for Centennial Park's Friday night activities for September, October, April, May, and June except for the two Fridays coinciding with the Porterville Fair and local high school graduations. Events will include music venues at the Centennial Gazebo, and special themes (i.e. Farmer's Market, Art in the Park, Arts & Crafts Booths, and Community Focus). The City will provide logistical support.
 - 2. Providing any other assistance as may be mutually agreed upon from time to time during the period of this Agreement.
- C. By May 15 of each year, furnish an annual activity report to the City covering the prior year's promotional programs and activities for the reporting period from May 1 through April 30, with specific emphasis on sufficient relevant information to satisfy the terms and intent of this Agreement as heretofore enumerated. The Chamber shall also furnish the City with copies of its annual financial reports within thirty (30) days after they are prepared.

II. Payment By City. As consideration for the above-mentioned responsibilities, the City shall, during the term of this agreement, pay the Chamber the sum of Thirty-Five Thousand Dollars (\$35,000.00) per year. Such annual payments shall be made on or

before September 1 of each year, commencing in 2006. However, such annual payments shall not be made until the City receives and reviews the annual activity report referred to in paragraph I(C) for the proceeding reporting period (May 1 through April 30).

III. Term. This agreement shall be in effect commencing date of execution of this Agreement and shall continue in effect until June 31, 2007, and thereafter on a year-to-year basis, beginning on July 1 of each year, until terminated according to paragraph IV of this Agreement.

IV. Unilateral Termination. This Agreement may be terminated by either party, and for any reason, providing thirty (30) days written notice to the other. This Agreement shall terminate forthwith thirty (30) days following the date such notice is received by the non-terminating party.

V. Annual Review. This Agreement shall be reviewed annually to determine whether it should be amended to increase or decrease the amount of consideration required of either party, including the amount payable to the Chamber. Subject to City budgetary limitations, any increases or decreases shall be based on services provided and expected to be provided during the then current and next fiscal years by the Chamber, and the expected tax revenues to the City from business activities during the then current and next fiscal years.

VI. Amendment. This Agreement may be amended or modified only by a writing signed by both parties. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provisions.

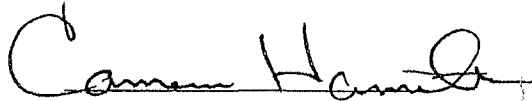
VII. Assignment. This Agreement shall not be assigned by the Chamber without the written consent of the City, and such consent may be withheld for any reason.

VIII. Notices. All notices required by the Agreement shall be in writing and delivered in person or sent by registered mail, postage prepaid.

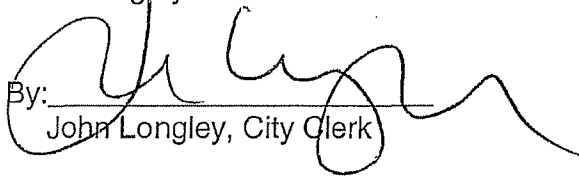
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IX. Relationship of Parties. It is understood that the contractual relationship of the Chamber to the City is that of an independent contractor.

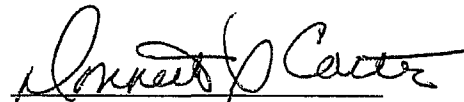
CITY:

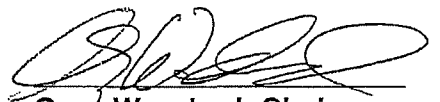

Cameron Hamilton, Mayor

ATTEST
John Longley

By: 
John Longley, City Clerk

CHAMBER:


Donnette Silva Carter
President/CEO


Greg Woodard, Chair
Chamber Board of Directors

APPROVED AS TO FORM:


Julia Lew, City Attorney

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**AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN
THE CITY OF PORTERVILLE AND
THE PORTERVILLE CHAMBER OF COMMERCE**

Pursuant to “Article VI. Amendment” of the Agreement between the CITY OF PORTERVILLE, hereinafter referred to as “City”, and the PORTERVILLE CHAMBER OF COMMERCE, hereinafter referred to as “Chamber,” both of whom understand and agree to amend its Agreement as follows:

I. Chamber Responsibilities. The Chamber shall:

- A. Continue to carry on programs and promotional activities that include:
 - 1. Mail solicitations, information pool, referral services, and the visitor information bureau.
 - 2. Holiday advertising campaigns, and the business showcase.
 - 3. Printing and distribution of informational pamphlets and brochures.
- B. Assume all duties and responsibilities relating to the following:
 - 1. Locating, scheduling, coordinating, and programming for Centennial Park’s Friday night activities for September, October, April, May, and June except for the Fridays coinciding with the Porterville Fair, local high school and college graduations, and weeks coinciding with KJUG free concert series events. Events will include music venues at the Centennial Gazebo, and special themes (e.g. Farmer’s Market, Art in the Park, Halloween Movie in the Park, Arts & Crafts Booths, and Community Focus). The City will provide logistical support, including attendee seating, promotional signage, and park reservation.
 - 2. Providing any other assistance as may be mutually agreed upon from time to time during the period of this Agreement.

- C. At the first City Council meeting of each quarter (July, October, January, and April), furnish an activity report to the City covering the prior quarter's promotional programs and activities, with specific emphasis on sufficient relevant information to satisfy the terms and intent of this Agreement as heretofore enumerated. The Chamber shall also furnish the City with copies of its annual financial reports within thirty (30) days after they are prepared.

II. Payment by City. As consideration for the above-mentioned responsibilities, the City shall, during the term of this Agreement, pay the Chamber the sum of Thirty-Five Thousand Dollars (\$35,000) per year, which quarterly payments of Eight Thousand Seven Hundred and Fifty Dollars (\$8,750) shall be made on or before the first of the month following the furnishing of the quarterly activity report to the City Council, commencing in 2019.

III. Insurance Requirements. Chamber shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the services provided under this agreement. Coverage shall be as broad as required below.

- A. Commercial General Liability (CGL) insurance on an "occurrence" basis, including property damage, bodily injury and personal injury with limits no less than \$1,000,000 per occurrence, and an aggregate limit of \$2,000,000. This CGL coverage is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.
- B. Workers Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

The City, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of or in connection with the services provided by Chamber under this agreement.

Each insurance policy required above shall contain, or be endorsed to contain, a waiver of all rights of subrogation against the City. Further, the policies required above shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the City.

Chamber shall furnish the City with certificates of coverage and amendatory endorsements or copies of the applicable policy language.

IV. Indemnification. To the fullest extent permitted by law, the Chamber shall hold harmless, defend and indemnify the City, its agents, officers, employees and volunteers ("City Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Chamber's performance of obligations under this Agreement and Amendment or out of the operations conducted by the Chamber, including the City's active or passive negligence, except for such loss or damages arising from the sole negligence or willful misconduct of the City. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from the Chamber's performance of this Agreement and Amendment, the Chamber shall provide a defense to the City's Indemnitees, or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims. This indemnification obligation shall continue beyond the term of this Agreement and Amendment as to any acts or omissions occurring under this Agreement and Amendment or any extension of this Agreement.

V. Effective Date. This Amendment shall be in effect as the latest execution date indicated below.

VI. Prior Agreement. All other terms and conditions of the Agreement between the City and the Chamber, not inconsistent with this Amendment, shall remain in full force and effect.

CITY:

DATE:

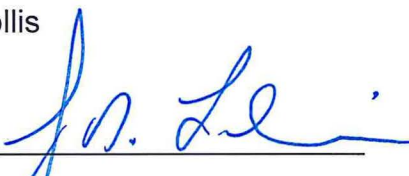


10/15/19

Martha A. Flores, Mayor

ATTEST

John Lollis

By: 
John Lollis, City Clerk

CHAMBER:



Monte Reyes

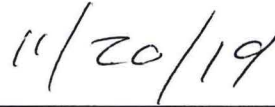
President/CEO



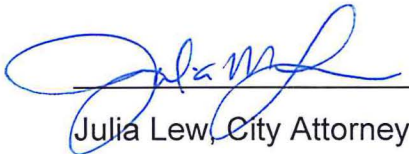
Jason Pommier, Chair

Chamber Board of Directors

DATE:



APPROVED AS TO FORM:



Julia Lew, City Attorney