

**INTERNAL CITY AUDIT COMMITTEE MEETING AGENDA
JAY C. COLEMAN CONFERENCE ROOM, CITY HALL
CITY OF PORTERVILLE, CALIFORNIA
WEDNESDAY, JANUARY 25, 2022, 4:00 P.M.**

Pursuant to the provisions of Assembly Bill 361, signed into law by Governor Newsom on September 16, 2021, the City of Porterville is allowing for and encouraging electronic participation at Brown Act Body Meetings. Until further notice, Porterville Brown Act Body Meetings will be live streamed on YouTube at
<https://www.youtube.com/channel/UC5KuhSrNMNL9nwHJVtnJvvA>

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

Topic: City of Porterville – Internal City Audit Committee Virtual Meeting

Please use the following link below to join the webinar:

<https://us06web.zoom.us/j/87895171053?pwd=ZlJRSUZmTXB1TVc5SmVZM1ZnbHBWdz09>

Or via Telephone: **1-669-900-6833** Webinar ID: **878 9517 1053** Passcode: **854205**

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

Call to Order

Roll Call

Committee Members: Martha A. Flores, Chair
Kellie Carrillo, Member
Maria Bemis, Member
John Lollis, Member
Julia Lew, Member
Rob Taylor, Member

ORAL COMMUNICATIONS

This is the opportunity to address the Audit Committee on any scheduled matter. Unless additional time is authorized by the Committee, all commentary shall be limited to three minutes per individual and no more than fifteen minutes total.

SCHEDULED MATTERS

1. Approval of Draft Minutes of November 30, 2022.
Re: Consideration of draft Minutes of November 30, 2022.
2. Review of the Porterville Kiwanis Club Agreement
Re: Review of the License Agreement between the City of Porterville and the Porterville Kiwanis Club for use of real property located at 450 N. Newcomb St, Porterville, Ca 93257.
3. Review of the Comision Honorifica Mexicana Americana Inc., Agreement
Re: Review of the License Agreement between the City of Porterville and the Comision Honorifica Mexicana Americana Inc., (CHMA) for use of real property

located at 466 East Putnam Avenue, Porterville, CA 93257.

OTHER MATTERS

ADJOURNMENT

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 Audit Committee after distribution of the Agenda packet are available for public inspection during normal business hours at the Office of City Clerk, 291 N. Main Street, Porterville, CA 93257, and on the City's website at www.ci.porterville.ca.us.

ITEM 1

**INTERNAL CITY AUDIT COMMITTEE MINUTES
JAY C. COLEMAN CONFERENCE ROOM, CITY HALL
CITY OF PORTERVILLE, CALIFORNIA
WEDNESDAY, NOVEMBER 30, 2022, 4:00 P.M.**

Call to Order at 4:00 p.m.

Roll Call: Chair Martha A. Flores,
Member Kellie Carrillo (present via Zoom)
Member Maria Bemis,
Member John Lollis,
Member Julia Lew,
Member Rob Taylor (arrived late)

ORAL COMMUNICATIONS

None

SCHEDULED MATTERS

1. Approval of Draft Minutes of October 26, 2022.

ACTION: MOVED by Member Julia Lew, SECONDED by Member John Lollis, that the Committee approve the draft minutes of the Internal City Audit Committee Meeting of October 36, 2022.

AYES: Carrillo, Lew, Lollis, Bemis, Flores,
NOES: None
ABSTAIN: None
ABSENT: Taylor

Disposition: Approved.

2. Review of Barn Theater Agreement

Member Lew stated she received the agreement with the revisions done by the Barn Theater. Members of the committee agreed that the proposed language in the agreement is acceptable and stated the Barn Theater is to be careful with the types of private activities that are done on the property.

A recommendation was made by the committee to move forward with the agreement and bring it before the City Council for consideration of approval.

3. Review of the Porterville Kiwanis Club Agreement

A review of the License Agreement between the City of Porterville and the Barn Theater was conducted by members of the Committee.

Traci Martinez, Secretary for the Porterville Kiwanis was present at the meeting.

Parks & Leisure Director, Donnie Moore, stated he reached out to Kiwanis to obtain the current list of board members, inquired on nonprofit status verification, and received a list of events that is sponsored by the Porterville Kiwanis, and were presented to the Committee.

Members of the Committee asked if the Porterville Kiwanis were still interested in conducting business at the current site, to which Secretary Martinez stated they are still interested.

Secretary Martinez stated that all activities occurring on the premises are sponsored by club and are youth related and/or youth and their family related.

Discussion ensued between members of the committee on a future project that will be occurring in the following months that will be near the property and consideration to maintenance and improvements will need to be done to the site.

A recommendation was made to have fire and building inspections done to the property and current certificate of insurance information is needed from Kiwanis.

4. Review of the Comision Honorifica Mexicana American Inc. (CHMA), Agreement

A review of the of the License Agreement between the City of Porterville and the Comision Honorifica Mexicana Americana Inc., was conducted between members of the Committee.

A discussion between members of the Committee occurred regarding some non-profits paying a possessory interest tax that is being assessed on the property, such as the CHMA. Staff noted they would look into the reason why this is being done and a report back with further details.

A recommendation was made to bring the agreement back before the committee with further information and potential revisions of the agreement; and a fire and building inspection would be don't to the property.

OTHER MATTERS

Member Lollis stated it would be a good idea to find out if all the properties have a current and updated certificate of insurance; stated that the Elks Lodge wishes to quitclaim the old Boy Scouts building back to the City; and stated that TUTOC, in their review or Measure H & I, continues to go smoothly.

Member Donnie Moore stated that the Old Boy Scouts property could potentially be a future site for Porterville Kiwanis.

ADJOURNMENT

The Internal City Audit Committee Meeting adjourned at 5:03p.m. to the meeting of January 25, 2023.

Fernando Gabriel-Moraga, Deputy City Clerk

ATTEST:

Martha A. Flores, Committee Chair

ITEM 2

LICENSE AGREEMENT

THIS AGREEMENT, made and entered into the 19th day of December, 2000, by and between the CITY OF PORTERVILLE, a municipal corporation, hereinafter referred to as "LICENSOR", and the PORTERVILLE KIWANIS CLUB, a non-profit corporation, hereinafter referred to as the "LICENSEE".

RECITALS

- A. WHEREAS, the Licensor is the owner of the real property described in Exhibit A which is attached hereto and referred to by reference; and
- B. WHEREAS, the Licensee is a duly constituted corporation, and is a service club and member of Kiwanis International; and
- C. WHEREAS, the Licensee, as a service club, has as one of its primary purposes and functions, service to and betterment of the local community by providing youth activities.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. That the Licensor, for and in consideration of the promises, covenants, agreements, and stipulations herein contained on the part and behalf of the Licensee to be paid, kept and performed, at the time and in the form and manner herein specified, with time being a license for the period of time, term, and on the conditions herein set forth, grants to Licensee the non-exclusive right and privilege to engage, use and employ the real property described in Exhibit A for the purpose of carrying on and conducting a community service for the benefit of the youth of this community, as a meeting place for Kiwanis sponsored youth organizations.

2. The Licensee agrees that in its use of said premises, for any youth activity sponsored by the Licensee, or for any other activity as may be requested by the Licensee and that is approved in writing by the Licensor, as hereinafter provided, that the occupancy limit of the building located on said premises shall be limited to not more than forty-nine (49) persons.
3. The Licensee agrees that for all youth activities conducted on said premises that not less than two adult supervisors be present on said premises at all times.
4. The Licensee agrees that it shall provide lighting in the parking area located on said premises to a standard to be approved by the Director of Parks and Leisure Services for the Licensor.
5. The Licensee agrees that it shall provide and improve that number of parking spaces required by the Licensor, and said parking places shall be maintained to a standard approved by the Director of Parks and Leisure Services for the Licensor.
6. The Licensee agrees that in its use of the premises, or in the use of said premises by any other non-profit youth organization or group permitted by the Licensee, and approved in writing by the Licensor, that noise shall be limited and shall not interfere with residents in the immediate area to the licensed premises. The Licensor shall be the sole judge as to what constitutes unreasonable noise.
7. In addition to the Licensee sponsored youth organization activities permitted on the subject property under the License Agreement, and upon request, the Licensee may permit the premises to be used by other non-profit organizations for youth activities upon

obtaining written authorization from the Licensor, through its Director of Parks and Leisure Services. A separate authorization is required for each organization activity not directly sponsored by Licensee, and such other organizations must comply with the applicable provisions of Paragraph 20 herein.

8. The term of this license shall be for a period of five years, commencing as of the date hereof and terminating on December 31, 2005.
9. Upon the expiration of this license or sooner termination thereof, or in the event the Licensee does not continue to utilize said premises for the use and purpose herein authorized and set forth, the Licensee agrees to vacate said premises, and to remove, solely at the Licensee's expense, any building or appurtenances placed on said real property by the Licensee, within 90 days after receiving notice by the Licensor to vacate said premises and/or to remove any building or appurtenances.
10. The Licensee agrees, during the term of this license, to use, occupy, and employ said real property, together with the improvements thereon, solely and exclusively for activities of youth groups, and any other use, whether temporary or continuing, shall be deemed a material breach of this license.
11. That during the entire term of this license, and any renewals or extensions thereof, the Licensee shall not allow any income from its activities to be paid to or delivered to the benefit of any member or individual, and any income, right or benefit which shall arise from the use and employment of this license by the Licensee shall be used solely to meet necessary expenses, up-keep and operation of the Licensee in its use of this license.
12. It is agreed that the Licensee shall have the right to use the building as a youth

organization meeting place and for the uses incidental and ancillary thereto.

13. The Licensee stipulates and agrees that in the occupancy of said real property and any improvements thereon that the Licensee shall not allow any waste to be committed nor shall the Licensee allow any mechanic's license or other liens to be filed upon the real property or any of the improvements thereon. The Licensee further agrees that it shall keep said property and improvements thereon in a neat, orderly, clean, and sanitary condition at all times, and in this respect the determination and opinion of Licensor concerning the condition and cleanliness of said real property and improvements thereon shall be conclusive.
14. In the event the Licensor notifies the Licensee that said premises are not being maintained in the condition required by this license the Licensee shall immediately place the property in the condition required by the Licensor.
15. The Licensor shall at all times have the right, by its authorized agents or representatives, to enter upon the property and into the improvements thereon for any purpose deemed reasonable by the Licensor.
16. That any and all signs erected or maintained by the Licensee upon the property or any of its improvements shall fully comply and conform to all ordinances of the Licensor which are now in force or which may hereafter be in force or effect.
17. The Licensee shall, without cost, charge or expense to the Licensor, pay all electric power, water, gas, telephone and refuse collection fees and charges, and the same shall not be allowed to become a charge or lien on said real property.
18. The Licensee shall conform to all present and future laws, rules, requirements, orders,

directions, ordinances, resolutions and regulations of the Licensor. The Licensee shall, at its own cost and expense, make any and all improvements thereon or alterations thereto, structurally or otherwise, that may be required at any time hereafter by such present or future law, rule, requirement, order, direction, ordinance or regulation.

19. This license shall not be assigned or transferred, nor shall the buildings or improvements or facilities used by the Licensee to this license be sublet or leased, without the prior written consent of the Licensor; and, for each such assignment or subletting, it being further stipulated that the consent by the Licensor to any one assignment shall not be construed as a consent to any further or additional assigning or subletting.

20. Licensee, as a material part of the consideration to be rendered to Licensor for the execution of this Agreement, and for the granting of the license contained herein, covenants and agrees during the term of this Agreement to:

- (a) accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the Licensor, its officers, employees, agents and assigns from any actions, claims, damages, disabilities or the cost of litigation, including Attorneys' fees, that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct in the performance by the Licensee hereunder, whether or not there is passive concurrent negligence on the part of the Licensor, but excluding liability due to the active negligence or willful misconduct of the Licensor. This indemnification obligation is not limited in any way by any limitation

on the amount or type of damage or compensation payable to or by Licensee, or its agents or employees, under workers' compensation acts, disability benefits acts or other employees' benefits acts.

b) procure the following insurance which shall be full coverage insurance, not subject to self-insurance provisions, and shall not of its own initiative cause such insurance to be cancelled or materially changed during the course of this Agreement:

(1) COMPREHENSIVE GENERAL LIABILITY INSURANCE.

Including contractual liability, and personal injury liability and property damage with at least one million dollars (\$1,000,000) liability limit per occurrence, and having a deductible of not more than \$2,000. Prior to commencement of the term of this Agreement, Licensee shall provide Licensor with an original Certificate of Insurance, together with a signed endorsement naming the Licensor as Additional Insured and acknowledging that thirty (30) days written notice of cancellation or material change shall be given Licensor. Coverage shall be primary as to any other insurance with respect to performance of this Agreement, be with a company having an A.M. Best Rating of not less than A:VII, and be an admitted insurer in the State of California.

(2) COMMERCIAL PROPERTY INSURANCE. Providing basic coverages for fire, lightning, explosion, smoke, windstorm, vandalism, etc., in the name of the Licensor, and in a sum equal to the full replacement cost of all buildings on the property, regardless of whether said buildings or structures are improvements by Licensee or Licensor, and to make payment for all premiums thereon. Licensor agrees that in the event of any loss to buildings or structures constructed by Licensee and covered by the insurance policy, the entire sum payable by reason of such loss shall be

payable directly to Licensee.

(3) WORKERS' COMPENSATION INSURANCE. To statutory limits, when applicable to employees of the Licensee, in accordance with State Law.

(c) require any other authorized users of all or any part of the premises, to provide evidence satisfactory to the Licensee and Licensor of General Liability Insurance, in amounts and with terms not less restrictive than set forth in paragraph 20, (b) (1) above, naming the Licensee and the Licensor as Additional Insured.


(d) comply with changes which are expected to occur from time to time in the terms and/or limits of insurance coverages required by Licensor. When applicable, Licensee will be notified in writing of such changes by Licensor's Risk Manager not less than ninety (90) days prior to the expiration/renewal date of the policy or policies affected.

21. If the Licensee fails to perform any of the terms, stipulations, promises, covenants, conditions, or agreements hereof on its part and behalf to be paid, kept and performed, the Licensor may, at its option, but it shall not be obligated to do so, pay or cause the same to be paid, done or performed, and the amount of money expended by the Licensor in so doing, or incurred by the Licensor in so doing, shall become a debt immediately due from the Licensee to the Licensor; and, the Licensee waives the statute of limitations on all things herein covenanted by it to be paid, done, or performed, and stipulates and agrees that the bar of the statute of limitations shall not be raised as a defense to any action by

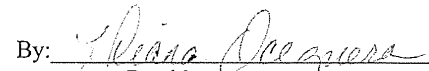
the Licensor or its assigns in the enforcement of any of the terms or provisions hereof

22. Failure on the behalf of the Licensor to insist on strict performance of the covenants, terms, stipulations, agreements, and conditions of this license shall not be construed as a waiver by the Licensor of any of its rights hereunder, or as a waiver or a relinquishment of the strict future performance of the covenants, conditions, and agreements herein contained, but all and each thereof shall be and remain in full force and effect.
23. This license may be terminated by the Licensor in its sole discretion upon ninety (90) days written notice to Licensee by Licensor.
24. "No qualified disabled person shall, on the basis of handicap, be excluded from participation in, or be denied the benefits of, or otherwise be subjected to discrimination under any program or activity" conducted on the premises.

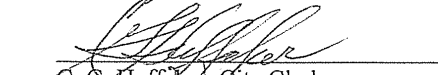
CITY OF PORTERVILLE

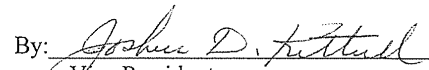
By: 
Gordon T. Woods, Mayor Pro Tem

KIWANIS CLUB OF PORTERVILLE

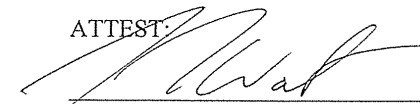
By: 
President

ATTEST:


C. G. Huffaker, City Clerk

By: 
Vice President

ATTEST:


Thomas I. Watson, City Attorney

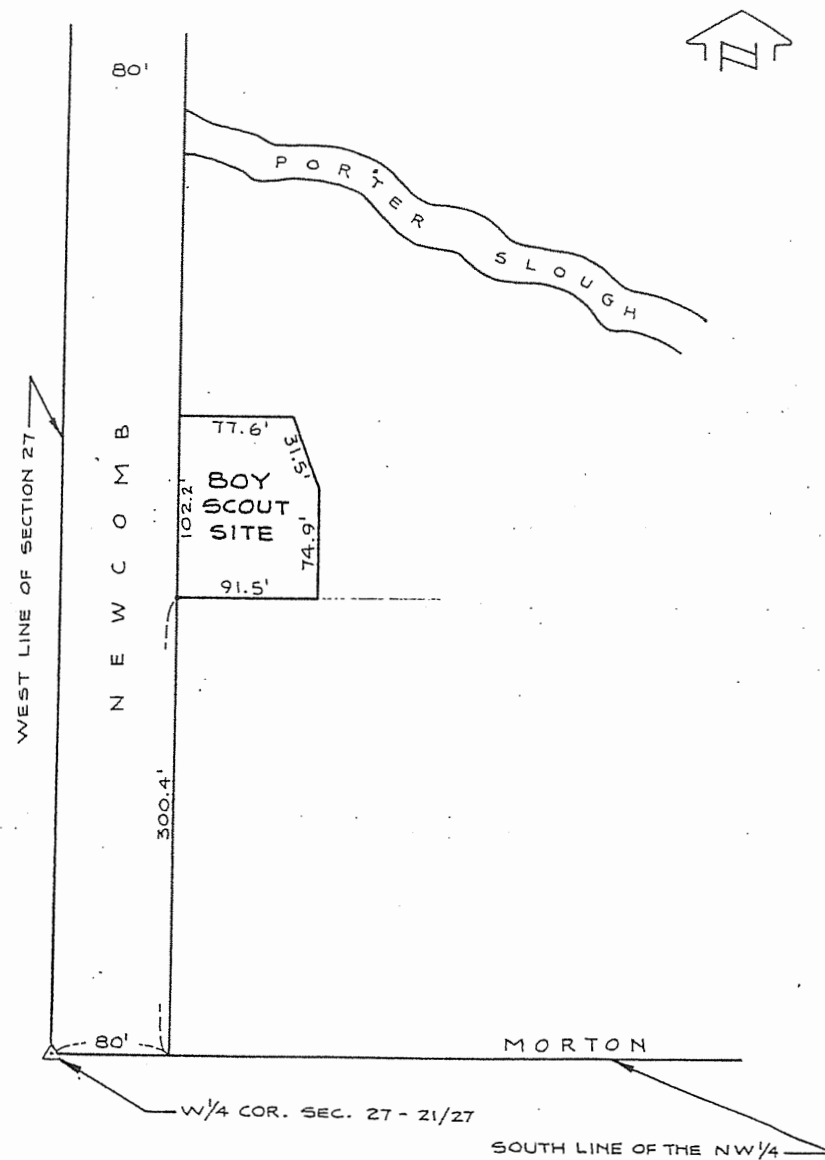


EXHIBIT "A-1"

LEGAL DESCRIPTION OF PROPERTY SUBJECT TO
LICENSE AGREEMENT BETWEEN CITY OF PORTERVILLE
AND THE PORTERVILLE KIWANIS CLUB

That portion of the northwest quarter of Section 27, Township 21 south, Range 27 east, M.D.B. & M., in the City of Porterville, County of Tulare, State of California, described as follows:

Commencing at the west quarter corner of Section 27: thence, easterly along the south line of the northwest quarter of said Section, 80 feet; thence, northerly and parallel to the west line of Section 27, 300.4 feet to the true point of beginning; thence, continuing northerly along the same line 102.2 feet; thence, easterly and perpendicular to said west line, 77.6 feet; thence, in a southeasterly direction 31.5 feet to the intersection with a line running parallel to and 171.5 feet east of the west line of Section 27; thence, southerly along a line parallel to and 171.5 feet east of the west line of Section 27, 74.9 feet, more or less, to a point 300.4 feet north of the south line of the northwest quarter of said Section; thence, westerly 91.5 feet, more or less, to the point of beginning.

**CITY COUNCIL MINUTES
PORTERVILLE, CALIFORNIA
AUGUST 18, 2009, 6:00 P.M.**

Called to Order at 6:00 p.m.

Roll Call: Council Member Hamilton (arrived late), Council Member Pedro Martinez, Council Member Felipe Martinez, Vice Mayor Ward, Mayor McCracken

The Council adjourned to a Joint Meeting of the Porterville City Council and Porterville Redevelopment Agency.

JOINT CITY/PORTERVILLE REDEVELOPMENT AGENCY MINUTES

Roll Call: Agency Member Hamilton (arrived late), Agency Member Pedro Martinez, Agency Member Felipe Martinez, Vice-Chairman Ward, Chairman McCracken

JOINT ORAL COMMUNICATIONS

None

REDEVELOPMENT AGENCY CLOSED SESSION:

- A. Closed Session Pursuant to:
- 1- Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APNs 261-122-007, 261-122-008, and 252-193-004. Agency Negotiator: Brad Dunlap. Negotiating Parties: Porterville Redevelopment Agency/City of Porterville and Porterville Hotel Investors. Under Negotiation: Terms and Price.

The City Council and Redevelopment Agency adjourned to a meeting of the Porterville City Council.

CLOSED SESSION:

- B. Closed Session Pursuant to:
- 1- Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APNs 261-130-001, 302-110-054, 253-160-03, and a portion of APN 302-110-075. Agency Negotiator: John Lollis and Brad Dunlap. Negotiating Parties: City of Porterville and Porterville Fair Board. Under Negotiation: Terms and Price.
 - 2- Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APNs 261-130-001 and 253-160-032. Agency Negotiator: John Lollis and Brad Dunlap. Negotiating Parties: City of Porterville and State of California. Under Negotiation: Terms and Price.
 - 3- Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: Portion of APN 251-001-001. Agency Negotiator: Jim Perrine Negotiating Parties: City of Porterville and Kiwanis Club of Porterville. Under Negotiation: Terms and Price.
 - 4- Government Code Section 54957 – Public Employee Performance Evaluation – Title: Golf Course Manager

450 N Newcomb (Kiwanis)

BUILDING COMMENTS

- At center ceiling there is an electrical junction box that has a knock out plug missing. Need to install an approved knock out plug.
- All kitchen plugs need to be GFCI protected.
- Entrance to restroom and inside restroom does not meet ADA
- Roof looks like it needs to be redone as it is very old.
- Outside main breaker has a broken handle on the breaker itself and label all other breakers.
- Above outside electrical panel, one of the conduit LB boxes is missing an exterior grade cover (electrical showing).

CODE ENFORCEMENT COMMENTS

- Rear exit and exit signs: two exit signs installed for the rear door. Rear door hardware is not compliant with a required second exit. Due to the occupant load of 49 or less a second exit is not a requirement. Two options are provided:
 1. Install proper exit door hardware; or
 2. Remove exit signs as they are not required
- Remove extension cords in lieu of permanent wiring, no piggybacking of multi-taps and extension cords.
- Large tree to the North of the building needs to have branches trimmed away from the electrical service drop.
- Post address on building, visible from the street, numbers shall contrast their background.
- Recommend exterior grading below wood siding to prevent moisture intrusion and potential for rot and damage.
- Recommend wood destroying organisms report from a properly licensed Branch 3 structural pest control inspector due to visible damage and earth to wood contact.

36 N Plano (Boy Scouts)

BUILDING COMMENTS

- The original portion of the building (West end) does not have an exterior foundation. It is 4x4 posts approx every 6-8' apart to the ground.
- Light switch covers and outlet covers are missing throughout.
- Neither restroom is ADA compliant (very very small) and one restroom the tank of the toilet is missing.
- There are many areas throughout where sheetrock is missing and many areas the sheetrock has collapsed from the ceiling due to water damage from possible roof leak.
- There is exposed electrical throughout inside and outside.
- The dead front is missing on the electrical panel exposed electrical showing.
- Electrical subpanel missing some breaker blanks where no breakers are installed.
- There is no main electrical panel so there is no "main breaker" to shut off power. It's very old where Edison power just feeds to one meter socket, very unsafe.
- Exterior siding on East portion of the building is dry rotted due to construction design.
- This building in my opinion is structurally unsafe to be used. I would recommend it be demoed or have a licensed structural engineer evaluate the building for major structural repairs.

CODE ENFORCEMENT COMMENTS

- Post address on building, also post at driveway entrance visible from the street, numbers shall contrast their background.
- Electrical cover plates, switch covers, and exposed wiring throughout.
- Fire extinguishers required (expired 1979).
- Storage in furnace closet and exposed electrical.
- Remove dead tree at the Southwest corner of the building.
- Service drop should be looked at for proper installation, appears to have slack in support cable.
- Recommend wood destroying organisms report from a properly licensed Branch 3 structural pest control inspector due to visible damage and earth to wood contact.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/20/2023

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

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

PRODUCER Hylant - Indianapolis 10401 North Meridian St, Ste 200 Indianapolis IN 46290	CONTACT NAME: Lisa Christenson PHONE (A/C, No, Ext): 317-817-5172 E-MAIL ADDRESS: kiwaniscert@hylant.com FAX (A/C, No): 317-817-5151
INSURED Kiwanis International, All Clubs and Their Members 3636 Woodview Trace Indianapolis IN 46268	INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 19437

COVERAGES**CERTIFICATE NUMBER:** 1725415159**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		013136005	11/1/2022	11/1/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Liquor Liability \$1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			013136005	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> 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 <input type="checkbox"/>	N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Self-Insured Retention			013136005	11/1/2022	11/1/2023	All Claims \$75,000

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

The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included).
Policy Term.
Lease for on property located @ 450 N. Newcomb Ave., Porterville, CA

CERTIFICATE HOLDER**CANCELLATION**

City of Porterville
291 N. Main Street
Porterville CA 93257

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

AUTHORIZED REPRESENTATIVE

Judy K. Wilson

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ENDORSEMENT

This endorsement, effective 12:01 AM 11/01/2022

Forms a part of policy no.: 013136005

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

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

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

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

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

However:

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

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

All other terms and conditions of the policy remain the same.



Authorized Representative



Kiwanis®

January 11, 2023

To Whom It May Concern:

Please consider this your official notification that the:

Kiwanis Club of: Porterville _____ (K03085)

Located: Porterville, California

is a club in good standing with Kiwanis International.

Kiwanis International, Inc. qualifies as a not-for-profit organization under Internal Revenue Code, Section 501(c)(4) and has been in existence since January 21, 1915.

The aforementioned club is an active club and has been in existence since December 17, 1947.

If further information is needed, please do not hesitate to contact me.

Yours truly,

A handwritten signature in black ink, appearing to read 'R W Broderick'.

Robert W. Broderick, CFO
Kiwanis International

RWB/cak

ITEM 3

ADDENDUM NO. 1 TO PROPERTY LICENSE AGREEMENT
BETWEEN THE CITY OF PORTERVILLE AND
COMISION HONORIFICA MEXICANA AMERICANA INC.
AND AGREEMENT CONCERNING RIGHTS AND
OBLIGATIONS OF THE PARTIES

This Addendum to the Property License Agreement between the City of Porterville ("City") and the Comision Honorifica Mexicana Americana Inc. ("CHMA") and, was approved by the Porterville City Council on March 17, 2020 and is hereby made a part of the Property License Agreement entered into by the parties on March 21, 2017.


1. **Section 4.h.** is hereby added to the Agreement, as follows: CHMA shall be permitted to have one cargo container present on the property site, subject to the following conditions: a) Prior to placement of the container of the property, CHMA must submit a site plan to the Zoning Administrator depicting the location and the screening (e.g. vegetation or other appropriate materials) of container, b) said plan is subject to the Zoning Administrator's conditions and approval, c) the placement of the container must be in conformity with the approved Site Plan, and d) the container must be removed no later than five years after placement on the property.
2. All other terms as outlined in the License Agreement, executed on March 21, 2017, and not inconsistent with this Addendum, shall remain in full force and effect.

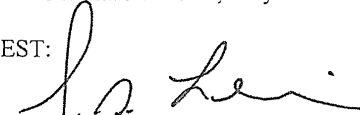
Dated: _____

COMISION HONORIFICA MEXICANA AMERICANA INC.

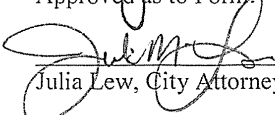
BY: _____
Roberto de la Rosa, President

CITY OF PORTERVILLE

BY: 
Martha A. Flores, Mayor

ATTEST: 
John Lollis, City Clerk

Approved as to Form:


Julia Lew, City Attorney

**PROPERTY LICENSE AGREEMENT BETWEEN
THE CITY OF PORTERVILLE AND
COMISION HONORIFICA MEXICANA AMERICANA INC.
AND**

**AGREEMENT CONCERNING RIGHTS AND OBLIGATIONS
OF THE PARTIES**

Parties

1. This License agreement is entered into by and between the City of Porterville ("City"), and Comision Honorifica Mexicana Americana, Inc. ("CHMA") of said property.

Description of Property

2. Licensor is rightful possessor of certain real property situated at 466 East Putnam Avenue in the city of Porterville, and more particularly described as the Porterville Community Center ("Center").

Grant of License

3. In consideration for and in accordance with the terms and conditions of this agreement, the City grants to CHMA a License ("the License") for exclusive use of the Center at all times, unless otherwise permitted by CILMA or set forth via this Agreement. CHMA intends to operate the Center Monday through Friday during normal business hours and on weekend days. The parties agree that CHMA will utilize the Center for multi-cultural, community benefit, and educational events, exhibits, workshops and classes. The parties further agree that CHMA will utilize the Center for business and operational activities of CHMA as well as other social service and community non-profit organizations.

Rights and Obligations

4. The following rights and obligations accompany the License and the use of the property:

- a. Except as otherwise provided herein, CHMA shall have full and exclusive management authority over the Center, and shall assume full responsibility for and provide all facility management oversight, all building and grounds maintenance and

repairs as necessary to make the building fully operational. CHMA shall maintain the property, including all facilities located upon the property, in a neat and cleanly appearance, with mature trees preserved and all landscaping sustained in a healthy and vigorous growing condition.

- b. CHMA shall assume full responsibility for all utilities service for the Center.
- c. CHMA shall assume full responsibility for the Center and facilities, including the structural integrity of the Center building. In doing so, CHMA acknowledges and accepts the present condition (except as otherwise provided in item h below) of the facility, including deficiencies in the kitchen floor structure, as well as code limitations and restrictions on use of the kitchen for cooking purposes.
- d. CHMA shall provide the following insurance certificates to the City naming the City as an additional insured:
 - i. Comprehensive general liability insurance, including contractual liability, and personal injury liability and property damage with at least two million dollars (\$2,000,000) liability limit per occurrence, and having a deductible of not more than \$5,000. CHMA shall require any renters or other users for which regular programs and exclusive-use space is provided within the Center, to provide evidence satisfactory to CHMA of general liability insurance, in amounts and terms not less restrictive than above, and naming City and CHMA as additional insured.
 - ii. Commercial property insurance providing basic coverage for fire, lightning, explosion, smoke, windstorm, vandalism, etc., in the name of City, and in a sum equal to the full replacement cost of the building.
- e. CHMA shall have control and assume all responsibility for the scheduling of the building. City programs and uses, when requested, will be accommodated on a scheduled basis, and not in conflict with prior scheduled programs and uses.
- f. CHMA shall provide a one-time payment of \$100.00 to the City to be used in consideration for this License. Payments shall be due and payable within thirty-days after execution of this License. In the event any possessory interest tax is assessed as a result of this Agreement, CHMA shall pay and be responsible for the full amount assessed.
- g. CHMA shall be allowed to modify the Center building and facilities, with written consent from the City, which shall not be unreasonably withheld.

License Non-assignable

5. This License is personal to CHMA and shall not be assigned. Any attempt to assign the License shall automatically terminate it. No legal title or leasehold interest in the Property is created or vested in Licensee by the grant of this License.

Term of License

6. This License shall be for a term of 10 years, commencing on April 1, 2017, and terminating on March 31, 2027. The parties may agree to extend this Agreement for an additional 15 years, with the terms of said Agreement to be reviewed and adjusted as the parties deem to be appropriate prior to renewal.

Termination of Occupancy

7. On or before the termination date for this License specified in paragraph 6 of this agreement, CHMA shall remove all of its personal property from the Property and shall surrender possession of the Property to the City in good order and repair to the reasonable satisfaction of the City, normal wear and tear excepted.

Default

8. In the event CHMA fails to comply with any of the material terms of this Agreement, in addition to any and all other remedies available under the law, this License may be revoked by the City, upon CHMA's receipt of written notice of the violation to the parties and its failures to cure within ten (10) days.

More time may be granted for the cure of any violations if agreed to in writing by the parties.

Compliance with all Local, State and Federal Laws

9. CHMA shall comply with all local, State, and Federal laws and regulations, in the operation and use of the License and the premises, and its programs on the premises, including but not limited to State and Federal discrimination and disability laws and regulations. Failure to comply is grounds for immediate termination of this License by the City, and the notice requirements in Section 8 will not apply.

Indemnification

10. To the fullest extent permitted by law, CHMA will hold harmless, defend and indemnify City from and against any liability, claims, actions, costs, damages or losses and expenses (including, without limitation, reasonable attorneys' fees and expenses) for injury, including death, to any person or damage to any property resulting from CHMA's acts or omissions with respect to the Premises. CHMA's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission, which occurred before expiration, or termination. The City will hold harmless, defend and indemnify CHMA from and against any liability, claims, actions, costs, damages, losses and expenses (including, without limitation, reasonable attorney's fees and expenses) for injury, including death, to any person, damage to any property, resulting from the City's acts or omissions with respect to its use of the Premises as permitted by this Agreement. City's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission, which occurred before expiration, or termination.

Attorneys' Fees

11. In any action or proceeding involving a dispute between the City and CHMA, arising out of the execution of this Agreement, or to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to receive from the other party reasonable attorney's fees, expert fees, appraisal fees and all other costs incurred in connection with such action or proceedings, to be determined by the court or arbitrator(s).

Ambiguities

12. Each party and its legal counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

Venue

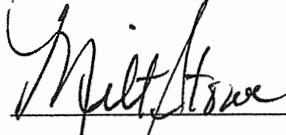
13. This Agreement is entered into and to be performed in Tulare County, California.

Entire Agreement

14. This Agreement constitutes the entire agreement between the City and CHMA relating to the License. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by all parties named above.

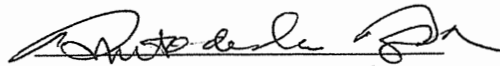
Executed on March 21, 2017, at Porterville, California.

CITY OF PORTERVILLE, LICENSOR



Milt Stowe, Mayor

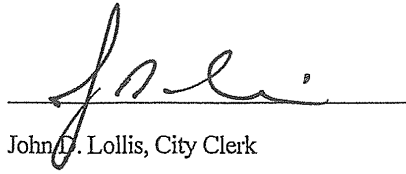
COMISION HONORIFICA MEXICANA AMERICANA, INC., LICENSEE

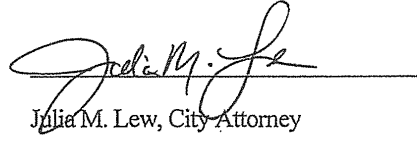


Roberto de la Rosa, President

ATTEST:

APPROVED AS TO FORM


John D. Lollis, City Clerk


Julia M. Lew, City Attorney