

**\*AMENDED\* CITY COUNCIL AGENDA  
CITY HALL, 291 N. MAIN STREET  
PORTERVILLE, CALIFORNIA  
APRIL 16, 2013, 5:30 P.M.**

Call to Order  
Roll Call

Adjourn to a Joint Meeting of the Porterville City Council and Successor Agency to the Porterville Redevelopment Agency.

**JOINT CITY COUNCIL / SUCCESSOR AGENCY TO THE  
PORTERVILLE REDEVELOPMENT AGENCY AGENDA  
291 N. MAIN STREET, PORTERVILLE, CA**

Roll Call: Agency Members/Chairman

**ORAL COMMUNICATIONS**

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

**JOINT CITY COUNCIL/AGENCY CLOSED SESSION:**

- A. Closed Session Pursuant to:
- 1-** Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: County of Tulare v. All Persons Interested in the Matter of the Addition of the 2010 Amendment to Redevelopment Plan for the Redevelopment Project Area No. 1, as Adopted by Ordinance 1765 on June 15, 2010, by the City of Porterville, et al., Tulare County Superior Court Case No. 249877.
  - 2 -** Government Code Section 54956.9(d)(2) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One case concerning facts not yet known to potential plaintiffs.

During Closed Session, the Joint Council/Successor Agency Meeting shall adjourn to a Meeting of the Porterville City Council.

**CITY COUNCIL CLOSED SESSION:**

- B. Closed Session Pursuant to:
- 1 -** Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: City of Porterville v. County of Tulare et al., Tulare County Superior Court No. 249043.
  - 2-** Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: City of Dinuba et al. v. County of Tulare et al., Tulare County Superior Court Case No. 11-243161.
  - 3-** Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Allstate Insurance Company v. City of Porterville, Tulare County Superior Court Case No. PCL158272
  - 4-** Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis and Steve Kabot. Employee Organizations: Porterville City Employees Association; Public Safety Support Unit; Porterville Police Officers Association; Management and Confidential Series; Porterville City Firefighters Association; Fire Officer Series; All Unrepresented Management Employees.
  - 5 -** Government Code Section 54956.9(d)(2) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Four cases concerning facts not yet known to potential plaintiffs.

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

Pledge of Allegiance Led by Mayor Virginia Gurrola  
Invocation

**PROCLAMATIONS**

National Library Week – April 15-20, 2013  
National Volunteer Week – April 21-27, 2013  
Sutton’s Iris Gardens Day – April 23, 2013  
Porterville Denim Day – April 24, 2013  
Arbor Day – April 26, 2013  
Iris Festival Day – April 27, 2013  
Cinco de Mayo Week – April 29-May 5, 2012

**AB 1234 REPORTS**

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

1. Tulare County Local Agency Formation Committee (LAFCO) – April 3, 2013
2. Tulare County Association of Governments (TCAG) – April 15, 2013
3. Council of Cities – April 10, 2013

**REPORTS**

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

- I. City Commission and Committee Meetings:
  1. Library and Literacy Commission – April 9, 2013
  2. Parks & Leisure Services Commission – April 4, 2013
  3. Youth Commission – April 8, 2013

**ORAL COMMUNICATIONS**

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

**CONSENT CALENDAR**

All Consent Calendar Items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made, in which event the item will be removed from the Consent Calendar.

1. **Minutes of March 19, 2013**
2. **Purchase of Police Ammunition**  
Re: Considering approval of the purchase of ammunition in the amount of \$8,467.88 from All State Police Equipment.
3. **Engine # 3 Top End Overhaul**  
Re: Considering approval of a top end overhaul to be performed by Valley Power Systems on Engine #3 at the Wastewater Treatment Facility for a cost not to exceed \$30,000.

- 4. Approval of Sports Complex Concession Licenses**  
Re: Considering approval of a concession license with American Youth Soccer Organization for the spring of 2013, and a concession with South Valley Chivas Academy for fall of 2013, for the utilization of City facilities for fundraising concession sales.
- 5. A Resolution Approving the Application for State Off-Highway Vehicle Grant Funds**  
Re: Considering the adoption of a resolution approving the application for \$69,061 in State Off-Highway Vehicle Grant Funds for maintenance and operational activities at the OHV Park.
- 6. Agreement to Allow Use of Porterville Police Range Facility by Staff of the California Highway Patrol**  
Re: Considering approval of an agreement with the California Highway Patrol for use of the range facility for the period of July 1, 2013, through June 30, 2015.
- 7. Amendment to Employee Pay and Benefit Plan – Unrepresented Management**  
Re: Considering approval of a resolution amending the Employee Pay and Benefit Plan for all unrepresented management employees.
- 8. City-Funded Supplemental Insurance Coverage for Historical Parades**  
Re: Considering approval of a quote submitted by Burlington Insurance Company in the amount of \$2,346.57 for a supplemental insurance policy for the three historical City parades in 2013.
- 9. Approval for Community Civic Event – Family Crisis Center – Mud Run – June 1, 2013**  
Re: Considering approval of an event to take place on Saturday, June 1, 2013, at the Off-Highway Vehicle Park at 2701 W. Scranton Avenue, from 7:00 a.m. to 2:00 p.m.
- 10. Council Member Requested Agenda Item – Request for the City Council to Consider Offering Online Pre-Sale Tickets to City Events**  
Re: Considering approval of a request to consider, at the May 7<sup>th</sup> City Council meeting, the offering of online pre-sale tickets to City events.
- 11. Council Member Requested Agenda Item – Request for the City Council to Consider Implementing Local Government Mobile Application**  
Re: Considering approval of a request to consider, at the May 7<sup>th</sup> City Council meeting, the implementation of a local government mobile application.
- 12. Review of Local Emergency Status**  
Re: Reviewing the City’s status of local emergency pursuant to Article 14, Section 8630 of the California Emergency Services Act.

*A Council Meeting Recess Will Occur at 8:30 p.m., or as Close to That Time as Possible*

**PUBLIC HEARINGS**

- 13. Sewer Utility District Area 458**  
Re: Public hearing and last call for ballots regarding the formation of the Area 458 Sewer Utility District and the levying of the assessment.
- 14. Landscape and Lighting Maintenance Districts Consolidation**  
Re: Consideration of a resolution approving the Engineer’s Report, diagram, and assessment method for the proposed consolidation of Landscape and Lighting Maintenance Districts Westwood Estates (D1), Westwood Estates Unit 4, Phase 5 (A5), and Westwood Estates Unit 5, Phase 2 (D12), pending ballot tabulation results of affirmative approval.

## **SCHEDULED MATTERS**

- 15. Status of Delisting Process for Valley Elderberry Longhorn Beetle**  
Re: Consideration of a resolution supporting the delisting of the valley elderberry longhorn beetle from the Federal List of Endangered and Threatened Wildlife.
  
- 16. Request by WildPlaces to Waive Fees for Use of City Dumpster – Cleanup Project Along Tule River Walkway**  
Re: Consideration of a request to have all fees associated with the use of a 4-yard City dumpster waived for a cleanup project along the Tule River Walkway from Jaye Street to Main Street on April 20, 2013.
  
- 17. Identifying Areas for Pocket Parks/Library Users Analysis**  
Re: Consideration of further direction to staff regarding the identification of areas for potential pocket parks, and an analysis of Porterville Library users to develop or plan for literacy services in under-served areas of the community.
  
- 18. Consider Resolution of Opposition to SB 7 (Steinberg) Regarding Public Works: Charter Cities**  
Re: Consideration of a resolution of opposition to SB 7, which would prohibit a charter city from receiving or using State funding or financial assistance for a construction project if the charter city elects not to pay state determined prevailing wage.
  
- 19. Porterville College “Step Up” Partnership Proposal for Sponsorship of “College 4 Kids Summer Camp”**  
Re: Consideration of a partnership proposal from Porterville College for sponsorship of its upcoming educational camp to take place June 3-7, 2013.

## **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 May 7, 2013.

In compliance with the Americans with Disabilities Act and the California Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the Office of City Clerk at (559) 782-7464. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting and/or provision of an appropriate alternative format of the agenda and documents in the agenda packet.

Materials related to an item on this Agenda submitted to the City Council after distribution of the Agenda packet are available for public inspection during normal business hours at the Office of City Clerk, 291 North Main Street, Porterville, CA 93257, and on the City’s website at [www.ci.porterville.ca.us](http://www.ci.porterville.ca.us).

**CITY COUNCIL MINUTES  
CITY HALL, 291 N. MAIN STREET  
PORTERVILLE, CA  
MARCH 19, 2013, 5:30 P.M.**

Called to Order at 5:32 p.m.

Roll Call: Council Member Ward (arrived during Closed Session), Council Member Shelton (arrived during Closed Session), Council Member Hamilton, Vice Mayor McCracken, Mayor Gurrola

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

**JOINT CITY COUNCIL / SUCCESSOR AGENCY TO THE  
PORTERVILLE REDEVELOPMENT AGENCY AGENDA  
291 N. MAIN STREET, PORTERVILLE, CA**

Roll Call: Agency Member Ward (arrived during Closed Session), Agency Member Shelton (arrived during Closed Session), Agency Member Hamilton, Vice Chair McCracken, Chair Gurrola

**ORAL COMMUNICATIONS**

None

**JOINT CITY COUNCIL/AGENCY CLOSED SESSION:**

- A. Closed Session Pursuant to:
- 1- Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: County of Tulare v. All Persons Interested in the Matter of the Addition of the 2010 Amendment to Redevelopment Plan for the Redevelopment Project Area No. 1, as Adopted by Ordinance 1765 on June 15, 2010, by the City of Porterville, et al., Tulare County Superior Court Case No. 249877.

During Closed Session, the Joint Council/Successor Agency Meeting adjourned to a Meeting of the Porterville City Council.

**CITY COUNCIL CLOSED SESSION:**

- B. Closed Session Pursuant to:
- 1- Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 200 N. “D” Street. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Ken Lansford. Under Negotiation: Terms and Price.
  - 2 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: City of Porterville v. County of Tulare et al., Tulare County Superior Court No. 249043.
  - 3- Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: City of Dinuba et al. v. County of Tulare et al., Tulare County Superior Court Case No. 11-243161.
  - 4- Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing

Litigation: Hatcher v. City of Porterville et al., Tulare County Superior Court No. 11-244777.

5 - Government Code Section 54956.9(d)(2) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Two cases concerning facts not yet known to potential plaintiffs.

### **6:30 P.M. RECONVENE OPEN SESSION**

### **REPORT ON ANY COUNCIL ACTION TAKEN IN CLOSED SESSION**

City Attorney Lew stated that no reportable action had taken place.

Pledge of Allegiance Led by Boy Scout Troop 3134

Invocation – the Mayor participated.

### **PRESENTATIONS**

Employee Service Awards

The Mayor acknowledged the attendance of Boy Scout Troop 3134 and the 2013 Leadership Porterville Class.

### **AB 1234 REPORTS**

1. Tulare County Local Agency Formation Committee (LAFCO): Council Member Hamilton reported on the adoption of new policy language regarding disadvantaged communities.
2. Tulare County Economic Development Corporation: Mayor Gurrola reported that Young's Trucking and Links Clothing were honored by the TCEDC at a recent event; and spoke of local high school entrepreneurs.
3. Indian Gaming Local Community Benefit Committee: Council Member Hamilton reported on Closed Session action to request the return of grant funds from the City of Porterville.
4. Tulare County Association of Governments: Mayor Gurrola reported that the City would be receiving 2.3 million in LTF funds; spoke about comments made during a transit unmet needs hearing; and noted the receipt of a report from the Measure R Oversight Committee.

### **REPORTS**

- I. City Commission and Committee Meetings:
  1. Parks and Leisure Services Commission – Commission Chair Vafeades presented the Commission report, which highlighted recent activities of Parks and Leisure Services staff.
  2. Youth Commission – no report given.
  3. Library and Literacy Commission – Commissioner Wilkins provided a report of the commission's last meeting, and presented February highlights.
  4. Transactions and Use Tax ("Measure H") Oversight Committee – no report given.

City Attorney Lew notified the Council of an emergency item, and advised that its addition be considered prior to Oral Communications.

Emergency Item: APPROVAL FOR COMMUNITY CIVIC EVENT – LEADERSHIP PORTERVILLE CLASS OF 2013 – COLOR RUN – APRIL 27, 2013

COUNCIL ACTION: MOVED by Vice Mayor McCracken, SECONDED by Council Member Ward that the City Council accept the emergency item for addition to the evening’s agenda as Item No. 19. The motion carried unanimously.

Documentation: M.O. 01-031913

Disposition: Item added.

**ORAL COMMUNICATIONS**

- John Coffee, 1750 N. Lotas, spoke of the deteriorated condition of the northeast Veteran’s Park parking lot, and requested that it be addressed.
- Ellen Nichols, Porterville, spoke regarding Item 17, expressed concerns with setting precedence and spoke in favor of compromise in lieu of capitulation.
- Donnette Silva Carter, Porterville Chamber of Commerce, recognized the Iris Festival Committee members in attendance; spoke of the Iris Festival as a local attraction; and confirmed that Sutton’s Iris Gardens was leaving Porterville.
- Melissa McMurray, Porterville, extended an invitation to the Council and those in attendance to a Proposition 8 related rally on Monday, March 25<sup>th</sup>, at 5:30 p.m.
- Debbie Estrada, Leadership Porterville Lead Chair, spoke about the Leadership Porterville program, and introduced current class members in attendance.
- Jonathan Zimmerman, Leadership Porterville 2013 Class member, spoke about and in support of the approval of the proposed Color Run.
- Catherine May, spoke about and in support of the Porterville Celebrates Reading event.
- Ken Lansford, 60 N. Carmelita, spoke regarding the parking lot located at D Street and Mill Avenue, and of citations he had received from the City.

**CONSENT CALENDAR**

Items 2, 4, 5, 6, 7, 8, and 15 were pulled for further discussion. Council Member Shelton indicated that he would be abstaining from voting on Item No. 16 due to a conflict of interest. Vice Mayor McCracken reported a perceived conflict of interest relative to Item No. 12, and indicated that he would be abstaining.

COUNCIL ACTION: MOVED by Vice Mayor McCracken, SECONDED by Council Member Hamilton that the City Council approve Item Nos. 1, 11, 12, 13 and 16. The motion carried unanimously, with the exception of the aforementioned abstentions.

1. MINUTES OF MARCH 5, 2013

Recommendation: That the City Council approve the Minutes of March 5, 2013.

Documentation: M.O. 02-031913

Disposition: Approved.

- 3. This Item Has Been Removed.
- 9. This Item Has Been Removed.
- 10. This Item Has Been Removed.
- 11. APPROVAL FOR COMMUNITY CIVIC EVENT – PORTERVILLE UNIFIED SCHOOL DISTRICT – THE PORTERVILLE ROTARY CLUB AND BURTON SCHOOL DISTRICT – PORTERVILLE CELEBRATES READING – APRIL 13, 2013

Recommendation: That the Council approve the Community Civic Event Applications and Agreement submitted by the Porterville Unified School District, subject to the stated requirements contained in the Application, Agreement and Exhibit A.

Documentation: M.O. 03-031913

Disposition: Approved.

- 12. APPROVAL FOR COMMUNITY CIVIC EVENT – PORTERVILLE CHAMBER OF COMMERCE – IRIS FESTIVAL – APRIL 27, 2013

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

AYES: Ward, Shelton, Hamilton, Gurrola

NOES: None

ABSTAIN: McCracken

ABSENT: None

Documentation: M.O. 04-031913

Disposition: Approved.

- 13. APPROVAL FOR COMMUNITY CIVIC EVENT – PORTERVILLE BREAKFAST ROTARY CANCER RUN – MAY 4, 2013

Recommendation: That the City Council approve the Community Civic Event Application and Agreement from Porterville Breakfast Rotary, subject to the Restrictions and Requirements contained in application, agreement, Exhibit A and Exhibit B.

Documentation: M.O. 05-031913

Disposition: Approved.

- 14. This Item Has Been Removed.



## 16. REVIEW OF LOCAL EMERGENCY STATUS

Recommendation: That the City Council:

1. Receive the status report and review of the designated local emergency; and
2. Pursuant to the requirements of Article 14, Section 8630 of the California Emergency Services Act, determine that a need exists to continue said local emergency designation.

AYES: Ward, Hamilton, McCracken, Gurrola

NOES: None

ABSTAIN: Shelton

ABSENT: None

Documentation: M.O. 06-031913

Disposition: Approved.

### **PUBLIC HEARINGS**

#### 17. CONSIDERATION OF MODIFICATION OR REVOCATION OF CONDITIONAL USE PERMIT 8-82 (RESOLUTION 13-2008)

Recommendation: Consider the proposed corrections (if submitted) and provide directions to staff accordingly.

City Manager Lollis introduced the item. City Attorney Lew clarified that Council's deliberation of the item had been continued, not the public hearing. She suggested however, that the applicant be given the opportunity to comment. Community Development Director Dunlap presented the staff report, which consisted of the presentation of improvements proposed by the applicant.

- Mary McClure, addressed questions from the Council regarding the location of the proposed street light; and spoke of her conversations with Southern California Edison in that regard.
- Mark Hillman, building designer, spoke of the absence of the street light from the plans and City staff's failure to mention the Conditional Use Permit; confessed that he had forgotten about the CUP; spoke about the proposed improvements; and recommended that conditions be made part of the plans in the future.

The Council posed questions to City staff regarding the proposed location of the street light, easements, the absence of conduit, and code compliance. A discussion ensued regarding the conditions identified by the Council to date, and the proposed aesthetic improvements. Council Members Ward and Hamilton spoke in favor of the incorporation of brick façade; Vice Mayor McCracken requested that the street light condition be defined; and Mayor Gurrola expressed concern regarding the exposed gas meter.

City Attorney Lew advised of Condition No. 7, "Except otherwise modified herein, conditions of approval contained in City Council Resolution 13-2008 shall apply.", which was

incorporated into the proposed resolution at the last meeting. She requested that the amendment be included in the modified resolution should the Council take action.

A brief discussion ensued regarding the inclusion of brick façade, in a complimentary color, and its placement on the building. Vice Mayor McCracken then inquired about the process associated with the future development of an outside dining area. Community Development Director Dunlap noted that the future development of the outside dining area depicted in the proposed plans was not required, but would be treated as a permitted phase.

**COUNCIL ACTION:** MOVED by Council Member Shelton, SECONDED by Council Member Hamilton that the City Council adopt a resolution approving modification to CUP 8-82, as amended to include conditions regarding: installation of a bollard in front of the gas meter; incorporation of brick façade to the front of the building (with final approval by the zoning administrator); installation of a street light (with location to be approved by PW Director); screening of roof mounted equipment; awnings; exterior lighting; and Condition No. 7, “Except otherwise modified herein, conditions of approval contained in City Council Resolution 13-2008 shall apply. The motion carried unanimously.

Documentation: Resolution 17-2013

Disposition: Approved, as amended.

The Council took a ten minute recess at 8:38 p.m.

### **SECOND READINGS**

#### 19. ORDINANCE 1796, APPROVING ZONE CHANGE 2012-002-Z

Recommendation: That the City Council give Second Reading to Ordinance No. 1796, waive further reading, and adopt said Ordinance.

City Manager Lollis introduced the item, and the staff report was waived.

**COUNCIL ACTION:** MOVED by Council Member Ward, SECONDED by Council Member Shelton that the City Council give Second Reading to Ordinance No. 1796, waive further reading, and adopt said Ordinance being, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE APPROVING ZONE CHANGE 2012-002-Z FROM RM-2 (MEDIUM DENSITY RESIDENTIAL), RM-3 (HIGH DENSITY RESIDENTIAL), AND CN (NEIGHBORHOOD COMMERCIAL) TO CMX (COMMERCIAL MIXED USE) FOR THAT 23.4± ACRE SITE LOCATED GENERALLY AT THE SOUTHWEST CORNER OF HENDERSON AVENUE AND NEWCOMB STREET. The motion carried unanimously.

The Ordinance was read by title only.

Documentation: Ordinance 1796  
Disposition: Approved.

**SCHEDULED MATTERS**

20. APPROVAL FOR COMMUNITY CIVIC EVENT – LEADERSHIP  
PORTERVILLE CLASS OF 2013 – COLOR RUN – APRIL 27, 2013

Recommendation: That the City Council approve the Community Civic Event Application and Agreement from Leadership Porterville Class of 2013, subject to the Restrictions and Requirements contained in Application, Agreement, Exhibit A and Exhibit B of the Community Civic Event forms.

The City Manager introduced the item, and the staff report was waived at the Council's request. At the Vice Mayor's request, the City Manager confirmed that the application had been routed to all departments.

**COUNCIL ACTION:** MOVED by Council Member Ward, SECONDED by Council Member Shelton that the City Council approve the Community Civic Event Application and Agreement from Leadership Porterville Class of 2013, subject to the Restrictions and Requirements contained in Application, Agreement, Exhibit A and Exhibit B of the Community Civic Event forms. The motion carried unanimously.

Documentation: M.O. 07-031913  
Disposition: Approved.

**CONSENT CALENDAR (Items pulled from Consent Calendar)**

2. PURCHASE OF POLICE AMMUNITION

Recommendation: That the City Council approve the Police Department's purchase of the required ammunition in the amount of \$7,331.74.

City Manager Lollis introduced the item, and the staff report was waived at the Council's request. Police Chief McMillan addressed questions posed by Council Member Shelton regarding the types of rounds and their availability.

**COUNCIL ACTION:** MOVED by Council Member Shelton, SECONDED by Council Member Ward that the City Council approve the Police Department's purchase of the required ammunition in the amount of \$7,331.74. The motion carried unanimously.

Documentation: M.O. 08-031913  
Disposition: Approved.

4. AUTHORIZATION TO ADVERTISE FOR SLUDGE DE -WATERING AND  
ELECTRIC BLOWER EQUIPMENT

- Recommendation: That the City Council:
1. Approve the Project Specifications and Analysis Matrix for the Sludge De-Watering Machine and the Electric Blowers; and
  2. Authorize Staff to advertise for “pre-selection” of a sludge de-watering machine and for the “pre-selection of three electric blowers.

City Manager Lollis introduced the item, and the staff report was waived at the Council’s request. Council Member Ward recused himself due to a conflict of interest; and Council Member Shelton requested that staff elaborate on the process.

COUNCIL ACTION: MOVED by Council Member Shelton, SECONDED by Council Member Hamilton that the City Council approve the Project Specifications and Analysis Matrix for the Sludge De-Watering Machine and the Electric Blowers; and authorize Staff to advertise for “pre-selection” of a sludge de-watering machine and for the “pre-selection of three electric blowers.

AYES: Shelton, Hamilton, McCracken, Gurrola  
NOES: None  
ABSTAIN: Ward  
ABSENT: None

Documentation: M.O. 09-031913  
Disposition: Approved.

5. REQUEST TO ACCEPT \$69,640.56 IN STATE GRANT FUNDS AND INCREASE POLICE SWORN STAFFING LEVEL TO SIXTY-THREE (63)

- Recommendation: That the City Council:
1. Accept \$69,940.56 in State Grant Funds; and
  2. Approve a resolution to increase staffing for the Police Department by one (1) sworn position, from 62 to 63 positions, effective July 1, 2013, through June 30, 2016.

City Manager Lollis introduced the item, and the staff report was waived at the Council’s request. Council Member Shelton questioned staff regarding the number of offenders released, and those considered “high risk.”

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Vice Mayor McCracken that the City Council accept \$69,940.56 in State Grant Funds; and approve a resolution to increase staffing for the Police Department by one (1) sworn position, from 62 to 63 positions, effective July 1, 2013, through June 30, 2016. The motion carried unanimously.

Documentation: Resolution 18-2013  
Disposition: Approved.

6. SMART VALLEY PLACES – AMENDMENT TO SUBCONTRACT AGREEMENT WITH CSU FRESNO FOUNDATION

Recommendation: That the City Council authorize the Mayor to sign the amendment to Subcontract Agreement SC360080-11-12 (Amendment #1) between California State University, Fresno Foundation and City of Porterville.

City Manager Lollis introduced the item, and the staff report was waived at the Council's request. At Council Member Shelton's request, staff provided clarification regarding the amendment.

COUNCIL ACTION: MOVED by Council Member Shelton, SECONDED by Council Member Hamilton that the City Council authorize the Mayor to sign the amendment to Subcontract Agreement SC360080-11-12 (Amendment #1) between California State University, Fresno Foundation and City of Porterville. The motion carried unanimously.

Documentation: M.O. 10-031913

Disposition: Approved.

#### 7. STATUS REPORT – DEVELOPER IMPACT FEES

Recommendation: That the City Council accept the Status Report on Developer Impact Fees for the Fiscal Year Ended June 30, 2012.

City Manager Lollis introduced the item, and the staff report was waived at the Council's request. Council Member Shelton inquired about water acreage fees and losses depicted.

COUNCIL ACTION: MOVED by Council Member Shelton, SECONDED by Council Member Hamilton that the City Council accept the Status Report on Developer Impact Fees for the Fiscal Year Ended June 30, 2012. The motion carried unanimously.

Documentation: M.O. 11-031913

Disposition: Approved.

#### 8. APPROVAL OF PORTERVILLE GOLF COURSE TWILIGHT RATE

Recommendation: That the City Council approve the proposed nine hole twilight rates of \$5 greens fee and \$9 cart fee beginning at 3:00 p.m., Tuesday-Sunday, during the months of daylight savings.

City Manager Lollis introduced the item, and the staff report was waived at the Council's request. Council Member Ward indicated that his questions had been answered during the break.

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Vice Mayor McCracken that the City Council approve the proposed nine hole twilight rates of \$5 greens fee and \$9 cart fee beginning at 3:00 p.m., Tuesday-Sunday, during the months of daylight savings. The motion carried

unanimously.

Documentation: M.O. 12-031913

Disposition: Approved.

15. RESPONSE TO GRAND JURY REPORT – “WAR OF THE HORSES”

Recommendation: That the City Council:

1. Consider the draft “Response to the Grand Jury” letter regarding the “War of the Horses”; and
2. Authorize the Agency Head, Mayor, and the City Manager to sign the Response Letter.

City Manager Lollis introduced the item, and the staff report was waived at the Council’s request. Council Member Shelton commended staff for their proactive response to animals in distress.

**COUNCIL ACTION:** MOVED by Council Member Shelton, SECONDED by Council Member Ward that the City Council approve the draft “Response to the Grand Jury” letter regarding the “War of the Horses”; and authorize the Agency Head, Mayor, and the City Manager to sign the Response Letter. The motion carried unanimously.

Documentation: M.O. 13-031913

Disposition: Approved.

**ORAL COMMUNICATIONS**

None

**OTHER MATTERS**

- Council Member Shelton reported his attendance at the following events: Crime Prevention Dinner, StepUp meeting, Rails to Trails Extension, Subway soft opening, beer fest, and Monster Races at the OHV Park. He also encouraged attendance at the upcoming Kid’s Fest.
- Council Member Ward expressed concern regarding weeds in the medians with artificial turf; inquired about playground equipment in pocket parks, and the Parks and Leisure Services Commission’s consideration of a dog park site.
- Council Member Hamilton requested that staff look into the existence of a gravel parking lot on Putnam across from the convalescent home.
- Mayor Gurrola thanked fire and ambulance personnel for services rendered.

**ADJOURNMENT**

The Council adjourned at 9:17 p.m. to the meeting of April 2, 2013.

SEAL

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Luisa M. Herrera, Deputy City Clerk

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Virginia R. Gurrola, Mayor

SUBJECT: PURCHASE OF POLICE AMMUNITION

SOURCE: Police Department

COMMENT: When inventory of ammunition reaches a predetermined level, the Police Department makes a large purchase of ammunition. Staff has found that purchasing large quantities ensures an adequate supply on hand and saves time over frequently ordering smaller amounts. Ammunition is primarily used for training purposes. The last large purchase of ammunition was in June 2011, and staff anticipates that the following order would last an equivalent period of time. Currently, the inventory levels of ammunition have fallen to the level which requires another purchase.

All State Police Equipment is a California Multiple Award Schedule (CMAS) vendor and can supply us with the following ammunition: 15,000 rounds of .223 caliber ammunition. The total cost, including shipping and sales tax, would be \$8,467.88. All State Police Equipment anticipates the delivery of this ammunition will take approximately 120-150 days.

Funds for this purchase were approved in the 2012/2013 budget and are currently available in the Police Department budget.

RECOMMENDATION: That the City Council approve the Police Department's purchase of the required ammunition in the amount of \$8,467.88.

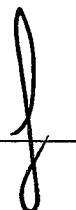
D.D.



Appropriated/Funded



C.M.



Item No.

2



SUBJECT: ENGINE #3 TOP END OVERHAUL

SOURCE: Public Works Department - Wastewater Division

COMMENT: The City of Porterville Wastewater Treatment Facility (WWTF) uses three 220 hp internal combustion Waukesha engines, in rotation, to supply oxygen to the biomass in the treatment process. The oxygen requirements are such that two engines must run 24 hours per day. A third engine is rotated into service when the operating engines require maintenance.

In February 2013, a top end inspection was performed by Valley Power Systems on all three engines. Engine #3, along with Engine #4, were the two engines the inspection confirmed required a top end overhaul.

On April 6, 2013, Engine #3 went into automatic shutdown. The engine was backfiring and would not reach the required RPMs. This issue has been progressively getting worse. Engine #3 was rebuilt in August of 2009 and a top end overhaul is now due.

At the April 2, 2013, Council meeting, the City Council approved Valley Power to begin the top end overhaul of Engine #4. This work is currently underway. With Engine #3 performing poorly; it is critical that the top end overhaul be performed immediately to provide the WWTF with the redundancy needed to maintain the biomass oxygen requirements. Cost of top end overhaul and repair on Engine #3 should not exceed \$30,000. Funding for the project will come from the Wastewater Treatment Facility Capital Reserve Fund.

RECOMMENDATION: That the City Council:

1. Approve Valley Power perform the top end overhaul on Engine #3 at a repair cost of less than \$30,000.

P:\pubworks\General\Council\ENGINE 3 Top End Overhaul 2013-04-16.doc

Dir BBL Appropriated/Funded MB CM J

Item No. 3

**COUNCIL AGENDA: APRIL 16, 2013**

**SUBJECT: APPROVAL OF SPORTS COMPLEX CONCESSION LICENSES**

**SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT**

**COMMENT:** Non-profit organizations are entitled to request a license agreement with the City for the purposes of authorizing them to exclusively utilize City facilities for fundraising concession sales. All of the youth sports organizations that hold leagues at the Sports Complex were contacted regarding the opportunity to express an interest in obtaining a concession license for either the spring or fall of 2013. Three youth sport organizations responded regarding the Sports Complex license for the 2013 fall season. The organizations were the American Youth Soccer Organization (AYSO), the Porterville Youth Soccer League (PYSL) and the South Valley Chivas Academy (SVCA).

On March 7, 2013, at the Parks and Leisure Services Commission meeting, the Commission recommended PYSL be granted the 2013 spring Sports Complex license, and SVCA be granted the Sports Complex license for the fall of 2013. PYSL has since respectfully declined the 2013 spring license opportunity. The item was brought back to the Commission at their April 4, 2013, meeting since the spring Sports Complex license wasn't awarded. The Commission recommended to the City Council that AYSO receive the spring Sports Complex concession license.

The current fee for concession building usage is \$6.01 per hour. The fee is adjusted yearly by the San Francisco Consumer Price Index. The total fee incurred from the monthly usage, as well as the monthly concession report providing the income generated from the concession facility, are due by the 5<sup>th</sup> day of each month.

**RECOMMENDATION:** That the City Council approve the concession license with American Youth Soccer Organization for the spring of 2013, and the concession license with South Valley Chivas Academy for fall of 2013, and authorize and direct the Mayor to execute the same.

**ATTACHMENTS:** Concession License with South Valley Chivas Academy  
Concession License with American Youth Soccer Organization

MS Director MB Appropriated/Funded

J City Manager

ITEM NO.: 4

**CITY OF PORTERVILLE  
SPORTS COMPLEX  
CONCESSION LICENSE**

The City of Porterville, hereinafter referred to as "CITY" hereby grants to the South Valley Chivas Academy, hereinafter referred to as "LICENSEE", a license for services to the public in general, of the sale of soft drinks, ice creams, hot dogs, pre-packaged food, and general confectionery articles and products at the Sports Complex Concession Building located at 2701 W. Scranton Avenue, Porterville CA, from August 15 – December 15, 2013.

1. The LICENSEE shall not sell or serve any type of alcoholic beverage on the premises.
2. The LICENSEE shall, at all times during the term of said License, keep and maintain the concession building open for the convenience of patrons at said Field during the hours in which said Field is being utilized for organized soccer or at any other time the CITY deems the operation of the concession necessary for special activities.
3. The LICENSEE shall keep and maintain all concession facilities, equipment and grounds at and around said concession building in good and sanitary condition and shall keep and maintain all of the concession fixtures and equipment in good condition and repair.
4. The LICENSEE shall open all gates and secure them open with locks upon opening the park and concession facility. The LICENSEE shall arm the concession building and lock all gates upon closing the concession building and park. The LICENSEE shall turn in all keys to the CITY five days after expiration of term.
5. In the event the LICENSEE coordinates placement of refrigerators or vending and dispensing machines at the facility, LICENSEE shall ensure such machines are removed or disengaged from City provided utilities promptly at the conclusion of each season. The LICENSEE shall also see to it that any type machine or equipment does not block any door entrance.
6. In the event the LICENSEE shall fail, neglect or refuse to abide by and perform the terms, conditions, covenants, and agreements hereof, the CITY may, at its option, terminate and cancel this License and in the event of a termination of this License, the LICENSEE shall surrender up and deliver to the CITY complete possession of the premises where said License is being operated within 30 days after receiving notice to vacate.

7. The LICENSEE shall not assign, transfer or convey this license or any of the rights or benefits hereunder to any person, firm or corporation without first securing the written consent of the CITY.
8. The CITY, by its authorized agents and servants, reserves the right of entry upon the premises where said license is being operated for purposes of inspection.
9. Nothing herein shall be construed as making the CITY and the LICENSEE partners and/or joint ventures.
10. To the fullest extent permitted by law, the LICENSEE shall and hereby does agree to save, defend and indemnify the CITY, all of its officers, agents and employees of, from all manner of claims, demands, actions or causes of actions of all persons arising from or in any way connected with the use, occupation or employment of said License, or activities engaged in, or carried on or conducted upon the premises by the LICENSEE, together with costs and attorney's fees and shall secure, at LICENSEE's expense, liability insurance including product liability indemnifying the CITY and the LICENSEE in the sum of two million dollars (\$2,000,000) combined single limit for property damage and injury, including death, to one or more persons, and deposit with the CITY an original certificate of said insurance, name the CITY, its officers, agents and employees as an additional insured on LICENSEE's policy.
11. LICENSEE shall maintain Workers' Compensation Insurance for all its employees and volunteers who are in any way connected with the performance of LICENSEE's concessionary interests to the extent as provided by law.
12. During the entire term of this License, the Licensee shall not suffer, allow, or permit any income, profit, or emolument gross and net, from any of its activities arising from, connected with, or in any manner associated with the use and employment by the LICENSEE of this License to inure, to be paid to, or delivered to the benefit of any members, private shareholder, or individual; and/or income, profit, gross and net, or other rights or benefits which shall arise from the use and employment of this LICENSEE shall be used solely, positively and exclusively to meet the necessary expenses or upkeep and operation of the activities of the LICENSEE as such, and not any members, shareholders, or individual.
13. The LICENSEE shall pay monthly to the City a fee of \$6.01 per hour for the use of the concession building by the 5<sup>th</sup> of each month. The payment will be made by South Valley Chivas Academy. The fee will be adjusted July 1<sup>st</sup> of each year by the San Francisco Consumer Price Index.
14. The LICENSEE shall maintain and keep adequate records of its sales from the Licensed premises and agrees to permit the CITY to examine said records on demand. In addition, the LICENSEE shall submit a completed "Monthly Concession Report" form to the City no later than the fifth day of the month following any month during which the LICENSEE conducted concession sales.

15. The LICENSEE shall have the right and privilege, provided it is not in default of the terms and provisions of the License, at the end of the term or sooner termination thereof, to remove from the Licensed premises all personal property belonging to the LICENSEE, together with their stocks, goods and wares and trade fixtures that LICENSEE may have installed, provided the same can be removed without material injury to the premises and the LICENSEE hereby acknowledges receipt of the premises in good condition and repair.
16. Notwithstanding any provision of this agreement to the contrary, this agreement may be terminated by either party, with or without cause, by giving the other party thirty (30) days written notice of termination. Notice shall be given by personal delivery or first class mail, return receipt requested.
17. Attorney Fees. If any litigation is commenced between the parties to the Agreement concerning the Agreement or the rights and duties of either in relation to the Agreement, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to a reasonable sum as and for its attorneys fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

IN WITNESS whereof the parties have executed this License Agreement at Porterville, California this 16<sup>th</sup> day of April, 2013.

CITY OF PORTERVILLE

SOUTH VALLEY CHIVAS  
ACADEMY

BY: \_\_\_\_\_  
Virginia R. Gurrola, Mayor

BY: \_\_\_\_\_  
President

ATTEST:

John D. Lollis, City Clerk

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

APPROVED AS TO FORM:

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

**CITY OF PORTERVILLE  
SPORTS COMPLEX  
CONCESSION LICENSE**

The City of Porterville, hereinafter referred to as "CITY" hereby grants to the American Youth Soccer Organization, hereinafter referred to as "LICENSEE", a license for services to the public in general, of the sale of soft drinks, ice creams, hot dogs, pre-packaged food, and general confectionery articles and products at the Sports Complex Concession Building located at 2701 W. Scranton Avenue, Porterville CA, from April 17 – August 9, 2013.

1. The LICENSEE shall not sell or serve any type of alcoholic beverage on the premises.
2. The LICENSEE shall, at all times during the term of said License, keep and maintain the concession building open for the convenience of patrons at said Field during the hours in which said Field is being utilized for organized soccer or at any other time the CITY deems the operation of the concession necessary for special activities.
3. The LICENSEE shall keep and maintain all concession facilities, equipment and grounds at and around said concession building in good and sanitary condition and shall keep and maintain all of the concession fixtures and equipment in good condition and repair.
4. The LICENSEE shall open all gates and secure them open with locks upon opening the park and concession facility. The LICENSEE shall arm the concession building and lock all gates upon closing the concession building and park. The LICENSEE shall turn in all keys to the CITY five days after expiration of term.
5. In the event the LICENSEE coordinates placement of refrigerators or vending and dispensing machines at the facility, LICENSEE shall ensure such machines are removed or disengaged from City provided utilities promptly at the conclusion of each season. The LICENSEE shall also see to it that any type machine or equipment does not block any door entrance.
6. In the event the LICENSEE shall fail, neglect or refuse to abide by and perform the terms, conditions, covenants, and agreements hereof, the CITY may, at its option, terminate and cancel this License and in the event of a termination of this License, the LICENSEE shall surrender up and deliver to the CITY complete possession of the premises where said License is being operated within 30 days after receiving notice to vacate.

7. The LICENSEE shall not assign, transfer or convey this license or any of the rights or benefits hereunder to any person, firm or corporation without first securing the written consent of the CITY.
8. The CITY, by its authorized agents and servants, reserves the right of entry upon the premises where said license is being operated for purposes of inspection.
9. Nothing herein shall be construed as making the CITY and the LICENSEE partners and/or joint ventures.
10. To the fullest extent permitted by law, the LICENSEE shall and hereby does agree to save, defend and indemnify the CITY, all of its officers, agents and employees of, from all manner of claims, demands, actions or causes of actions of all persons arising from or in any way connected with the use, occupation or employment of said License, or activities engaged in, or carried on or conducted upon the premises by the LICENSEE, together with costs and attorney's fees and shall secure, at LICENSEE's expense, liability insurance including product liability indemnifying the CITY and the LICENSEE in the sum of two million dollars (\$2,000,000) combined single limit for property damage and injury, including death, to one or more persons, and deposit with the CITY an original certificate of said insurance, name the CITY, its officers, agents and employees as an additional insured on LICENSEE's policy.
11. LICENSEE shall maintain Workers' Compensation Insurance for all its employees and volunteers who are in any way connected with the performance of LICENSEE's concessionary interests to the extent as provided by law.
12. During the entire term of this License, the Licensee shall not suffer, allow, or permit any income, profit, or emolument gross and net, from any of its activities arising from, connected with, or in any manner associated with the use and employment by the LICENSEE of this License to inure, to be paid to, or delivered to the benefit of any members, private shareholder, or individual; and/or income, profit, gross and net, or other rights or benefits which shall arise from the use and employment of this LICENSEE shall be used solely, positively and exclusively to meet the necessary expenses or upkeep and operation of the activities of the LICENSEE as such, and not any members, shareholders, or individual.
13. The LICENSEE shall pay monthly to the City a fee of \$6.01 per hour for the use of the concession building by the 5<sup>th</sup> of each month. The payment will be made by AYSO. The fee will be adjusted July 1<sup>st</sup> of each year by the San Francisco Consumer Price Index.
14. The LICENSEE shall maintain and keep adequate records of its sales from the Licensed premises and agrees to permit the CITY to examine said records on demand. In addition, the LICENSEE shall submit a completed "Monthly Concession Report" form to the City no later than the fifth day of the month following any month during which the LICENSEE conducted concession sales.

15. The LICENSEE shall have the right and privilege, provided it is not in default of the terms and provisions of the License, at the end of the term or sooner termination thereof, to remove from the Licensed premises all personal property belonging to the LICENSEE, together with their stocks, goods and wares and trade fixtures that LICENSEE may have installed, provided the same can be removed without material injury to the premises and the LICENSEE hereby acknowledges receipt of the premises in good condition and repair.
16. Notwithstanding any provision of this agreement to the contrary, this agreement may be terminated by either party, with or without cause, by giving the other party thirty (30) days written notice of termination. Notice shall be given by personal delivery or first class mail, return receipt requested.
17. Attorney Fees. If any litigation is commenced between the parties to the Agreement concerning the Agreement or the rights and duties of either in relation to the Agreement, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to a reasonable sum as and for its attorneys fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

IN WITNESS whereof the parties have executed this License Agreement at Porterville, California this 16<sup>th</sup> day of April, 2013.

CITY OF PORTERVILLE

AYSO

BY: \_\_\_\_\_  
Virginia R. Gurrola, Mayor

BY: \_\_\_\_\_  
President

ATTEST:

John D. Lollis, City Clerk

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

APPROVED AS TO FORM:

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



COUNCIL AGENDA: APRIL 16, 2013

**SUBJECT:** A RESOLUTION APPROVING THE APPLICATION FOR STATE OFF-HIGHWAY VEHICLE GRANT FUNDS

**SOURCE:** PARKS AND LEISURE SERVICES DEPARTMENT

**COMMENT:** Annually, the Parks and Leisure Services Department applies for funding from the State OHV Division. This report serves the purpose of updating the City Council on the past acquisition and development grant project awards, as well as what the City is applying for in the upcoming funding cycle.

The OHV Park currently serves a dual purpose as both an OHV recreational opportunity and as an area-wide storm runoff retention facility. Up-gradient development will increase the amount of storm runoff directed to the OHV Park. Storm runoff from approximately 450 acres of semi-developed municipal airport, and another 200 acres of semi-developed business park and other recreational lands is directed for retention within the active OHV riding areas. More than 460 acres of additional business park land is planned for future development and will contribute to this drainage area storm runoff.

In 2009, the City received a \$364,000 acquisition grant with a required match from the City of \$204,032 for a total project cost of \$568,032. Also in 2009, the City received a development grant of \$500,000 with a City match of \$176,951 totaling \$676,951. The performance period for both projects was October 1, 2009 - September 30, 2012. The acquisition, followed by the development phase, was intended to relocate the area-wide storm drainage retention basin from the active riding areas by constructing a new drainage basin further down-gradient. The excessive amount of water that currently flows into the OHV Park results in lengthy Park closures during winter months. The acquisition was also going to serve to better ensure land-use control for purposes of buffering the OHV related activities from the potential development of sensitive receptors.

The multiple property owners who own the 40 acres identified in the Storm Drain Master Plan that the City of Porterville hoped to acquire for this project were unwilling to sell. These same property owners also own the second potential site. Six potential sites in all, some City owned, were looked at to no avail. City staff continue to work on identifying other options as potential development project sites for future grant opportunities. Engineering staff are working with the

Dy Director

MB Appropriated/Funded

MS City Manager

ITEM NO.: 5

Airport Design Consultant to identify, size and locate a storm drain basin that potentially can serve not only the airport but the Industrial Park. Surface waters from the Industrial Park that can be diverted away from the OHV Park will greatly benefit the OHV Park.

Due to the inability to acquire and develop the property during the project performance period, grant funds awarded for the two phase project reverted back to the OHV Trust Fund. An extension was requested and granted. However, attempts to identify, develop and re-scope the project exceeded the extension granted by the OHV Division. The total available funding amount including the four areas (ground operations, acquisition, development and law enforcement) has decreased dramatically the past four years with the upcoming fiscal year being \$10,000,000, down from \$21,000,000 last year. In addition, the State has indicated that it will be at least another year before the outlook possibly becomes brighter as they still are recovering from the underreporting of \$34,492,000 of OHV Funds.

For this upcoming funding cycle, staff has prepared an application for Off-Highway Vehicle Grant Funds. This year the process entails an on-line preliminary application and the ability for the public to review and comment on the preliminary application. The public review and comment period was from March 5, 2013 – April 1, 2013. In addition, State OHV personnel review the preliminary application and provide comments on the completeness and accuracy of the preliminary application. Staff is then given the opportunity to revise the preliminary application, only for purposes of responding to public and State comments, prior to confirming the submission of a final application due May 6, 2013.

The preliminary application is for Ground Operations. The Ground Operations project is for annual ongoing maintenance and operational activities. The Ground Operations request is comprised of a \$69,061 grant request and a \$71,942 local match for a total project cost of \$141,003. Ground Operations is a one-year project.

**RECOMMENDATION:** That the City Council adopt a Resolution approving the application for State Off-Highway Vehicle Grant Funds.

**ATTACHMENTS:** Resolution

**RESOLUTION NUMBER: \_\_\_\_\_**  
**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE**  
**APPROVING THE APPLICATION FOR THE STATE OF CALIFORNIA,**  
**DEPARTMENT OF PARKS AND RECREATION, OFF-HIGHWAY VEHICLE GRANT FUNDS**

WHEREAS, The people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, and Education and Safety for off-highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval of the Application to apply for Off-Highway Motor Vehicle Grant funds; and

WHEREAS, this Project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the Project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville hereby:

1. Approves the filing of an Application(s) for an Off-Highway Vehicle Grant or Cooperative Agreement; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and
3. Certifies that this agency understands the California Public Resources Code requirement that Acquisition and Development Projects be maintained to specific conservation standards; and
4. Certifies that the Project will be well-maintained during its useful life; and
5. Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
6. Certifies that this agency will provide the required matching funds; and
7. Certifies that the public and adjacent property owners have been notified of this Project (as applicable); and
8. Appoints the Director of Parks & Leisure Services as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the Project.

Approved and Adopted on the 16th day of April, 2013.

By: \_\_\_\_\_  
Virginia R. Gurrola, Mayor

Attest:  
John D. Lollis, City Clerk

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

SUBJECT: AGREEMENT TO ALLOW USE OF PORTERVILLE POLICE RANGE FACILITY BY STAFF OF THE CALIFORNIA HIGHWAY PATROL

SOURCE: Police Department

COMMENT: The Porterville Police Department weapons range became operational in 2011 for live fire training. The California Highway Patrol has used our facilities in the past for training and the Porterville Police Department would like to continue this arrangement and extend use of the new range facility to the staff of the California Highway Patrol.

Under the attached agreement, the Department of California Highway Patrol has agreed to pay a sum of \$1,200 per year to the City of Porterville in compensation for facility upkeep and maintenance over the next two (2) years. The agreement will be re-evaluated every two (2) years for renewal.

RECOMMENDATION: That the City Council:

- 1) Approve the Agreement with the California Highway Patrol for the period of July 1, 2013, through June 30, 2015; and
- 2) Authorize the Chief of Police to execute the agreement on behalf of the City of Porterville.

Attachment: Standard agreement between Contractor (City of Porterville Police Department) and the State of California for use of range training facility.

D.D.



C.M.



Appropriated/Funded MB

Item No. 6

**DEPARTMENT OF CALIFORNIA HIGHWAY PATROL**

Business Services Section  
Contract Services Unit  
P.O. Box 942898  
Sacramento, CA 94298-0001  
(916) 843-3610  
(800) 735-2929 (TT/TDD)  
(800) 735-2922 (Voice)



December 18, 2012

City of Porterville, Porterville Police Department  
350 North D Street  
Porterville, CA 93257

Subject: Agreement Number 13C481000-0

**Complete the following marked item(s) and return to the above address within ten (10) business days:**

- STD. 213, Standard Agreement with attached exhibits. Sign the first page of the STD. 213, sign the additional single STD. 213, and return both copies.
- STD. 213A, Standard Agreement Amendment. Sign the first page of the STD. 213A, sign the additional single STD. 213A, and return both copies.
- STD. 210, Short Form Contract. Sign and return both copies.
- Letter of Agreement. Sign and return both copies.
- STD. 204, Payee Data Record. Complete and return.
- CCC, Contractor Certification Clauses. Complete and return.
- Obtain and forward the liability insurance certificate required by the terms of the Agreement.
- Resolution, motion, order, or ordinance from the local governing body authorizing this Agreement.
- STD. 807, Payment Bond. Complete and return one copy.
- CHP 28, Voluntary Statistical Data. Complete and return.
- Other: CHP 78V- Conflict of Interest, CHP 116-Darfur

**Contract status.**

- The enclosed agreement is signed on behalf of the Department of California Highway Patrol. Process and when approved, return an original to this office.
- The enclosed approved agreement is for your records. You are now authorized to provide services.

CASSANDRA STANTON  
Contract Analyst

Enclosures

*Safety, Service, and Security*



*An Internationally Accredited Agency*

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)


CS

AGREEMENT NUMBER <b>13C481000</b>
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:
- STATE AGENCY'S NAME  
 Department of California Highway Patrol
- CONTRACTOR'S NAME  
 City of Porterville, Porterville Police Department
2. The term of this Agreement is: 07/01/2013 or upon approval *(whichever is later)* through 06/30/2015
3. The maximum amount of this Agreement is: \$ 2,400.00  
 Two Thousand Four Hundred Dollars and Zero Cents
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.
- |   |           |
|---|-----------|
| Exhibit A – Scope of Work   | 2 page(s) |
| Exhibit B – Budget Detail and Payment Provisions  | 1 page(s) |
| Exhibit C* – General Terms and Conditions   | GTC 610   |
| Check mark one item below as Exhibit D:   |           |
| <input checked="checked" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) | 1 page(s) |
| <input type="checkbox"/> Exhibit - D* Special Terms and Conditions  |           |
| Exhibit E – Additional Provisions   | 1 page(s) |

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

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

CONTRACTOR		<i>California Department of General Services Use Only</i>  EXEMPT FROM DEPARTMENT OF GENERAL SERVICES APPROVAL IN ACCORDANCE WITH THE STATE ADMINISTRATIVE MANUAL
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) City of Porterville, Porterville Police Department		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 350 North D Street Porterville, CA 93257		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME Department of California Highway Patrol		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING K. V. SMITH, Commander, Business Services Section		
ADDRESS P.O. Box 942898, Sacramento, CA 94298-0001		

Exempt per:  
 SCM 4.04

AGREEMENT NUMBER 13C481000
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:  

STATE AGENCY'S NAME Department of California Highway Patrol
CONTRACTOR'S NAME City of Porterville, Porterville Police Department
- The term of this Agreement is: 07/01/2013 or upon approval (*whichever is later*) through 06/30/2015
- The maximum amount of this Agreement is: \$ 2,400.00  
Two Thousand Four Hundred Dollars and Zero Cents
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 page(s)
Exhibit B – Budget Detail and Payment Provisions	1 page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	1 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	1 page(s)

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

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

<b>CONTRACTOR</b>		<i>California Department of General Services Use Only</i>          EXEMPT FROM DEPARTMENT OF GENERAL SERVICES APPROVAL IN ACCORDANCE WITH THE STATE ADMINISTRATIVE MANUAL   <input checked="" type="checkbox"/> Exempt per: SCM 4.04
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) City of Porterville, Porterville Police Department		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 350 North D Street Porterville, CA 93257		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME Department of California Highway Patrol		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING K. V. SMITH, Commander, Business Services Section		
ADDRESS P.O. Box 942898, Sacramento, CA 94298-0001		

**EXHIBIT A  
 (Standard Agreement)**

**SCOPE OF WORK**

1. Contractor agrees to provide to the Department of California Highway Patrol (CHP) Porterville Area office, the services described herein:

Furnish use of Contractor's weapons firing range facilities including restroom facilities if available; pay all taxes, insurance, bonds, license and permit fees, maintenance fees and all other costs required to provide use of the weapons firing range facility in accordance with this Agreement.

2. The services shall be performed at:  If checked see attached for additional service locations

Porterville Police Department  
 350 North D Street  
 Porterville, CA 93257

3. The services shall be provided during:  
 Such times that are mutually agreeable to both parties.

4. The project representatives during the term of this agreement will be:

STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol		City of Porterville, Porterville Police Department	
<small>NAME</small>		<small>NAME</small>	
Lt. Jennings, Porterville Area office		Chief Chuck McMillan	
<small>TELEPHONE NUMBER</small>	<small>FAX NUMBER</small>	<small>TELEPHONE NUMBER</small>	<small>FAX NUMBER</small>
(559) 784-7444	(559) 784-2146	(559) 782-7400	(559) 782-7402
Direct all inquiries to :			
STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol		City of Porterville, Porterville Police Department	
<small>SECTION/UNIT</small>		<small>SECTION/UNIT</small>	
Business Services Section, Contract Services Unit			
<small>ATTENTION</small>		<small>ATTENTION</small>	
Cassandra Stanton, Contract Analyst		Chief Chuck McMillan	
<small>ADDRESS</small>		<small>ADDRESS</small>	
P.O. Box 942898, Sacramento, CA 94298-0001		350 North D Street, Porterville, CA 93257	
<small>TELEPHONE NUMBER</small>	<small>FAX NUMBER</small>	<small>TELEPHONE NUMBER</small>	<small>FAX NUMBER</small>
(916) 843-3619	(916) 322-3155	(559) 782-7400	(559) 782-7402



**EXHIBIT A  
(Standard Agreement)**

**SCOPE OF WORK**

5. Detailed description of work to be performed:

- A. The weapons firing range must be within thirty (30) miles of CHP Porterville Area office.
- B. The weapons firing range use shall be limited to CHP personnel assigned to the Porterville Area office.
- C. Contractor agrees that CHP shall have the use of the on-site firearms buildings located on the range for training programs. The classroom facility may be used on a case-by-case basis, without additional charge, when arranged through the Range Master.
- D. Contractor and CHP agree the weapons firing range shall be open and usable by members of CHP at such times that are mutually agreeable to both parties. Exclusive use of the facilities by CHP must be coordinated and mutually agreed to by both parties.
- E. The CHP agrees that its members using the weapons firing range facilities under this Agreement shall be governed by the range safety rules established by Contractor.
- F. Brass will be retained by Contractor.
- G. The weapons firing range must be able to accommodate the following:
  - 1) .40 caliber pistol (loaded with Department-issued ammunition currently 180G).
    - a. Twelve (12) shoots per year, one (1) each month or two (2) every other month.
    - b. Two (2) qualification shoots which must be performed at the following distances: 2 yards, 4 yards, 7 yards, 10 yards, 15 yards, and 25 yards.
    - c. Ten (10) practice shoots, of which two (2) night shoots are recommended.
    - d. Use for make-up shoots at times mutually agreeable to both parties.
  - 2) Tactical rifle (.223 caliber).
    - a. Four (4) shoots per year (quarterly).
    - b. One (1) night shoot is required.
    - c. Maximum distance of 50 yards.
  - 3) Shotgun (00 buckshot).
    - a. Eight (8) shoots per year (two (2) quarterly).
    - b. Two (2) night shoots required.
    - c. Distance 15 yards maximum.
- H. Inspection and test firing of weapons:
  - 1) All weapons are to be test fired after each required inspection by the Area Weapons Range Officer.
  - 2) Use of facility to test fire weapons will be coordinated between the Area Weapons Range Officer and the Contractor.

**EXHIBIT B  
(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in duplicate not more frequently than monthly in arrears to:

Name: Lt. Jennings  
Office: Porterville Area office  
Address: 861 W. Morton Avenue  
Porterville, CA 93257

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**4. Rate Schedule**

The CHP agrees to pay Contractor annually, in arrears, One Thousand Two Hundred Dollars and Zero Cents (\$1,200.00), for use of the weapons firing range facility for the Porterville Area office.

**EXHIBIT D**  
**(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

1. Both Contractor and CHP reserve the right to cancel this Agreement with thirty (30) days advance written notice to the other.
2. In the event of an unforeseen emergency, CHP may cancel this Agreement without prior notice and without compensation to Contractor.
3. Agreement may be amended by mutual written consent of the parties hereto.
4. If Contractor shall be temporarily unable to provide services, the CHP, during the period of Contractor's inability to provide services, reserves the rights to accomplish the work by other means and shall be reimbursed by Contractor for any costs above the Agreement rate.
5. The parties hereto agree to indemnify, defend and save harmless the other party, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the other party in the performance of this Agreement.

**EXHIBIT E**  
**(Standard Agreement)**

COMMERCIAL GENERAL LIABILITY INSURANCE REQUIREMENTS

A. Commercial General Liability

Contractor shall furnish to CHP a valid certificate of commercial general liability insurance, at no expense to CHP or to the state, and shall maintain or cause to be maintained and in effect, at all times during the term of the agreement, a policy of no less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.

B. Any or all types of insurance coverage must meet the following State of California requirements:

- 1) Evidence of insurance shall be of a form and content acceptable to the Department of General Services, Office of Risk and Insurance Management (ORIM).
- 2) The certificate of insurance shall be issued by an insurance company, or be provided through a partial or total self-insurance, acceptable to ORIM.
- 3) The certificate of insurance shall show that hazardous activities are protected through comprehensive general liability.
- 4) The certificate of insurance shall provide that the insurer shall not cancel the insured's coverage without **thirty (30)** days prior written notice to the CHP.
- 5) The certificate of insurance shall provide that the State of California, its officers, agents, employees, and servants are included as additional insured.
- 6) The certificate of insurance shall meet such additional standards as may be determined by the CHP, either independently or in consultation with ORIM, for protection of the CHP.

C. In the event said insurance coverage lapses, expires, or is cancelled at any time or times during the term of the agreement, Contractor shall provide, at least thirty (30) days prior to said date, a new certificate of insurance coverage as provided for herein for not less than the remainder of the term of the agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of ORIM. Contractor agrees that no work or services shall be performed prior to such approval. In the event Contractor fails to keep current and in effect at all times, insurance coverage as herein provided, the CHP may, in addition to any other remedies, terminate the agreement.

D. Contractor shall submit to the CHP before the start of the agreement, the certificate(s) of insurance, identifying the CHP Agreement number, at the following address:

Department of California Highway Patrol  
Business Services Section  
Attention: Contract Services Unit  
P.O. Box 942898  
Sacramento, California 94298-0001

To expedite processing, certificates may be emailed to: [CStanton@chp.ca.gov](mailto:CStanton@chp.ca.gov)

**CCC 307 – CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>	
<i>By (Authorized Signature)</i>			
<i>Printed Name and Title of Person Signing</i>			
<i>Date Executed</i>		<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs; and,
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed Agreement will:
    - 1) receive a copy of the company's drug-free workplace policy statement; and,
    - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)
4. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

**NOTE:** This form represents only the certification portion of the Contractor Certification Clauses (CCC). Additional information about contracting with the State appears in the full text of the applicable CCC. Visit this web site to view the entire document: [http://www.ols.das.ca.gov/Standard\\_Language/default.htm](http://www.ols.das.ca.gov/Standard_Language/default.htm).

**CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT - VENDOR**

CHP 78V (Rev. 4-08) OPI 076

OPI CONTRACT/REQUISITION NUMBER
---------------------------------

It is a mandatory requirement for the contractor/vendor to complete and submit the Conflict of Interest and Confidentiality Statement prior to commencing contract services and/or delivering requested commodities. Failure to complete and submit the Conflict of Interest and Confidentiality Statement prior to commencement of work and/or delivery of requested commodities will be grounds for contract termination.

As an authorized representative and/or corporate officer of the company named below, I warrant my company and its employees have no personal or financial interest and no present or past employment or activity which would be incompatible with participating in any activity related to this contract. For the duration of this contract, I warrant my company and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this contract.

I warrant my company and its employees not to disclose any financial, statistical, personal, technical, media-related, and all other data and information made available to use by the state for the purpose of providing services to the California Highway Patrol (CHP) in conjunction with the contract identified above. I warrant that only those employees who are authorized and required to use such materials will have access to them. Authorization documentation must be provided to the CHP prior to the start of the contract.

I further warrant that all materials provided by the state will be returned promptly after use; all copies or derivations of the materials will be physically and/or electronically sanitized at a minimum in accordance with the Federal Information Security Management Act (FISMA), National Institute of Standard Technology (NIST), 43 NIST Special Publication 800-36. I will include, with the returned materials, a letter attesting to the complete return of materials and documenting the destruction of copies and derivations. Failure to so comply will subject my company to criminal and civil liabilities, including all damages to the state. I authorize the state to inspect and verify the destruction document(s) as described above.

I warrant that my company will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the state that such third party has an agreement with the state similar in nature to this one. I agree to immediately advise the CHP contract coordinator of any person(s) who has access to project confidential information and intends to disclose that information in violation of this agreement.

NAME OF COMPANY

NAME OF COMPANY REPRESENTATIVE | TITLE

SIGNATURE OF COMPANY REPRESENTATIVE | DATE

**DARFUR CONTRACTING ACT CERTIFICATION**

CHP 116 (New 2-11) OPI 076

**Darfur Contracting Act Certification**

Pursuant to Public Contract Code (PCC) Section 10478, a firm that currently has or within the previous three years has had business activities or other operations outside of the United States, must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to bid on or submit a proposal for a contract with a California state agency to supply goods or services.

A "scrutinized" company is one that does business in the African nation of Sudan (of which the Darfur region is a part). As defined in PCC Section 10476, a "scrutinized company" means a company in Sudan that is involved in power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, but excludes a company that can demonstrate any of the conditions specified in PCC Section 10476 subsections (a) through (g).

**Completion Instructions:**

1. Mark/check one (1) box to describe the Bidding Firm's compliance with the Darfur Contracting Act.
2. Collect the signature of a person authorized to bind the Bidding Firm to the claim made below.
3. Return the completed/signed attachment with the bid/proposal response per bid instructions.

**Bidding Firm's Claim (Check One):**

- |   |
|---|
| <input type="checkbox"/> The Bidding Firm does not currently have, and our firm has not had within the previous three years, business activities or other operations outside of the United States.  |
| OR  |
| <input type="checkbox"/> The Bidding Firm claims it is a "scrutinized" company as defined in Public Contract Code section 10476, but the bidding firm has received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b).<br>Include a copy of the written permission issued by the Department of General Services with this attachment. |
| OR  |
| <input type="checkbox"/> The Bidding Firm currently has, or has had within the previous three years, business activities or other operations outside of the United States. However, the Bidding Firm claims it is not a "scrutinized" company as defined in Public Contract Code section 10476.   |

**Certification**

I, the official named below, am duly authorized to legally bind the Bidding Firm to the claims made herein. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

NAME OF BIDDING FIRM

COLUSA LINEN SUPPLY, INC.

Signature

DATE SIGNED

PRINTED/TYPED NAME

TITLE

PAUL HARMON

PRESIDENT/CFO

SUBJECT: AMENDMENT TO EMPLOYEE PAY AND BENEFIT PLAN –  
UNREPRESENTED MANAGEMENT

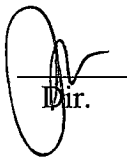
SOURCE: ADMINISTRATIVE SERVICES/ HUMAN RESOURCES

COMMENT: In an effort to address the increased costs associated with the City's participation in the California Public Employees Retirement System (CalPERS), unrepresented executive management employees have agreed to pay, effective April 1, 2013, an additional one percent, for a total of three percent, towards the Employer's contribution rate into the retirement system. This group of employees consists of employees who are not designated for purposes of recognition and representation in collective bargaining, pursuant to and within the scope of the Meyers-Milias-Brown Act.

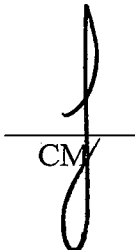
City Council acceptance and approval of authorized changes in wages, benefits and conditions of employment are commonly made by amendments, when applicable, to those documents necessary to implement such changes. The attached resolution, covering unrepresented Local Safety Management Employees and unrepresented Local Miscellaneous Management Employees is consistent with the guidelines provided by the Council.

RECOMMENDATION: That the City Council approve the draft resolution amending the Employee Pay and Benefit Plan for all unrepresented management employees.

Attachment: Draft Resolution

  
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Dir.

  
\_\_\_\_\_  
Approp./  
Funded

  
\_\_\_\_\_  
CM

Item No. 7



RESOLUTION NO. \_\_\_\_\_-2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PORTERVILLE AMENDING THE EMPLOYEE PAY AND BENEFIT PLAN

WHEREAS, the City Council has determined and reiterated that an Employee Pay and Benefit Plan, Classification Plan, Personnel System Rules and Regulations, Health Plan and Retirement Plan are essential for the proper administration of the City's affairs, including employee recruitment and retention, and for proper supervision of City Employees; and

WHEREAS, the City Council recognizes the necessity of amending and/or changing the contents of such plans and regulations from time to time, and of executing instruments to implement and to keep the provisions thereof current, and to maintain the relevancy of the same and;

WHEREAS, the City Council agrees that unrecognized executive employees should also be acknowledged through such amendments.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the Employee Pay and Benefit Plan, for employees holding positions designated as unrepresented Local Safety Management Employees and unrepresented Local Miscellaneous Management Employees, i.e., employees not designated for purposes of recognition and representation, are hereby amended as follows:

I. CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CalPERS)

Effective 04-01-13, all unrepresented Local Safety Management Employees and all unrepresented Local Miscellaneous Management Employees shall pay one percent (1%) additional, for a total of three percent (3%), of the employer contribution rate which shall be determined according to the employee's base salary.

BE IT FURTHER RESOLVED that the Mayor of the City of Porterville is hereby authorized to execute those documents as are necessary to implement the provisions hereof.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of April, 2013.

\_\_\_\_\_  
Virginia R. Gurrola, Mayor

ATTEST:

John D. Lollis, City Clerk

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

COUNCIL AGENDA – APRIL 16, 2013

SUBJECT: CITY-FUNDED SUPPLEMENTAL INSURANCE FOR HISTORICAL PARADES

SOURCE: ADMINISTRATIVE SERVICES DEPT. / RISK MANAGEMENT

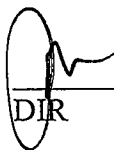
COMMENT: For the last several years, the Council has approved supplemental liability coverage for the City's three historical parades: Cinco de Mayo, Veterans', and Children's Christmas. The concept of city-funded supplemental coverage arose due to the recommendation of the City's Risk Management Authority for increased liability coverage for special events such as parades, and concerns raised by parade organizers with regard to increased costs for said coverage.


Staff has obtained a quote in the amount of \$2,346.57 to provide coverage for calendar year 2013 consisting of \$1,000,000 per occurrence (\$2,000,000 aggregate); \$1,000,000 personal/advertising injury; \$100,000 fire damage; and \$1,000 to \$5,000 medical expense. The quote was submitted by incumbent carrier Burlington Insurance Company (AM Best Rating "A" IX (Excellent)), and represents a 0% increase from the prior year. This short term coverage policy would cover all three 2013 historical parades, and is proposed to be paid out of Risk Management Account No. 50-1116-54.

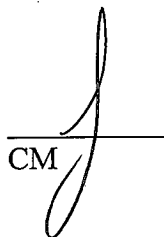
RECOMMENDATION: That the City Council:

1. Accept the quote submitted by Burlington Insurance Company in the amount of \$2,346.57; and
2. Authorize the Risk Manager to purchase said policy for supplemental insurance coverage for the three historical City parades for calendar year 2013.

ATTACHMENT: Insurance Quote Detail

  
\_\_\_\_\_  
DIR

  
\_\_\_\_\_  
Appro./  
Funded

  
\_\_\_\_\_  
CM

Item No. 8



**Burns & Wilcox**  
**40 Years of Excellence**

7575 N. Palm Ave, #200, Fresno, CA 93711  
 Phone: (559) 448-1180 OR (888) 571-0025 Fax: (559) 448-1170

**TO:** Walter Mortensen Insurance Attn: JACQUELINE MADRIGAL  
**RE:** City of Porterville  
**S/L NUMBER:**

**DATE:** 11/6/2012  
 Page 1 of 3

**WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION:**

**LOCATION(S) OF RISK:**

- 1. Downtown Porterville Area, Porterville, CA 93257-3737

**PROPOSED EFFECTIVE PERIOD:** 11/30/2012 AT 12:01 AM TO 05/05/2013 AT 12:01 AM STD TIME AT RISK LOCATION.

**FORM OF COVERAGE:** COMMERCIAL GENERAL LIABILITY OCCURRENCE

**APPLICATION NO:** 327B000901 (Renewal of Policy# 327B000901)

**INSURER(S):**

Line Of Business	Supplier(s)	Participation
Commercial General Liability	Burlington Insurance Company	100.00 %

**LIMITS / DEDUCTIBLES:**

Loc	Sub Coverage	Limit(s)	Deductible(s)	Co Ins
1	General Aggregate	\$2,000,000		
1	Products and Completed Operations-Aggregate	Included w/Limits		
1	Each Occurrence	\$1,000,000		
1	Personal and Advertising Injury	\$1,000,000		
1	Fire Damage / Any One Fire	\$100,000		
1	Medical Expense / Any One Person	\$5,000		

**TOTAL CHARGES:**

Premium:	\$ 2,079.00	Commercial General Liability (Fully Earned)
Fee:	\$ 200.00	Brokerage Fee (Fully Earned)
Tax:	\$ 5.20	Stamping Tax
Tax:	\$ 62.37	Surplus Lines Tax - GenLiab
<b>TOTAL:</b>	<b>\$ 2,346.57</b>	

**100% MINIMUM & DEPOSIT**

**TERM MINIMUM PREMIUM:**  
 100.00 % EARNED (Except When Fully Earned)  
 MINIMUM PREMIUM = \$2,079.00

Terrorism coverage available for an additional premium of \$100.00, plus applicable taxes. Acceptance or rejection of this coverage must be made in writing.

**COMMISSION:** 10.00 % OF PREMIUM

**EXCLUSIONS:**

SEE "ENDORSEMENTS" SECTION BELOW / NEXT PAGE

**ENDORSEMENTS:**

SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT – FAMILY CRISIS CENTER - MUD RUN – JUNE 1, 2013

SOURCE: Finance Department

COMMENT: The Family Crisis Center is requesting approval to hold a Mud Run event, from 7:00 a.m. until 2:00 p.m., on Saturday, June 1, 2013 at the Off Highway Vehicle Park at 2701 W. Scranton Avenue. This fundraising event will be a one mile course through many different types of obstacles for participants of all ages and skill levels. No street or sidewalk closures have been requested.

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, Agreement and Exhibit A.

RECOMMENDATION: That the Council approve the attached Community Civic Event Application and Agreement submitted by the Family Crisis Center, subject to the stated requirements contained in Exhibit A.

ATTACHMENT: Community Civic Event Application, Agreement, Exhibit A, Map, Outside Amplifier Permit and Insurance Certificate.

DD MB

Appropriated/Funded MB

for  
CM MB

Item No. 9

CITY OF PORTERVILLE

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A

COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Application date: 3/28/12 (Dec 31st 2012) Event date: June 1st 2013
Name of Event: Family Crisis Center Mud Run

Sponsoring organization: Family Crisis Center PHONE # 559-781-7462
Address: 770 N Main St. Porterville CA 93257
Authorized representative: Krystle Contreras PHONE # 559-781-7462
Address: 770 N. Main St Porterville CA 93257
Event chairperson: Krystle Contreras PHONE # 559-781-7462

Location of event (location map must be attached): 2701 W. Scranton Ave
Porterville CA 93257 (OHV Park)
Type of event: Mud Run, Race on foot through muddy obstacles.

Nonprofit status determination: 501(C)(3) BL# 4815

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

Barricades (quantity): X Street sweeping Yes No X
Police protection Yes No X Refuse pickup Yes No X
Other:

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

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

Approve Deny
Bus Lic Spvr
Pub Works Dir
Comm Dev Dir
Field Svcs Mgr
Fire Chief
Parks Dir
Police Chief
Deputy City Mgr

## CITY OF PORTERVILLE

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: Family Crisis Center Mud Run

Sponsoring organization: Family Crisis Center

Location: 2701 W Scranton Ave Event date: June 1st 2013 Event time: 7:00am - 2:00pm

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. This form should be completed at the time of application, but must be submitted **NO LESS THAN ONE** week prior to the event.

<u>Vendor name</u>	<u>Address/Telephone</u>		<u>Business License required?</u>	<u>Type of Activity</u>
<i>list will be provided 2 weeks prior to event</i>				

**Municipal Code 15-1: ITINERANT VENDOR OR ITINERANT MERCHANT:** All persons, both principal and agent, who engage in a temporary or transient business in the city, selling or offering to sell goods, wares or merchandise or any other thing of value, with the intention of conducting such business for a period of less than ninety (90) days, and who for the purpose of such business hires, leases or occupies any room, doorway, vacant lot, building or other place, for the exhibition for sale of goods, wares, merchandise or other thing of value. If any such place, occupied or used for such business, is rented or leased for a period of less than ninety (90) days, such fact shall be presumptive evidence that the business carried on therein is a transient business; and any person so engaged shall not be relieved from the provisions of this section or from payment of the license taxes herein provided for such business, by reason of any temporary association with local dealer, trader, merchant or auctioneer.

# 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.

Authorization: This permit must be submitted **NO LESS THAN 30 days PRIOR** to the date of the event in order to obtain City Council approval.

City Code requirements:

- At least 48" must remain clear on sidewalks for pedestrian traffic.
- Do not block any entrance to or exit from buildings.
- Area must be accessible to emergency and safety personnel and vehicles.
- Electrical cords must be approved and installation checked by the Fire Department.

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 shall be named as additional insured. **When the location of the event is in Downtown Porterville, the Porterville Redevelopment Agency must also be named as additional insured.** The amounts of such insurance and any additional requirements are listed in Exhibit "A." A Certificate of Liability Insurance form sample is enclosed for your convenience. **This original certificate shall be submitted to the Finance Department prior to the City of Porterville Council's approval.**

KC Authorized Representative Initials

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

KC Authorized Representative Initials

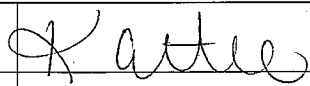
Health permit: Organization/Applicant **will obtain or ensure** that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health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

KC 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.

KC 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.

Family Crisis Center <small>(Name of Organization)</small>	 <small>(Signature)</small>	Dec 30, 2012 <small>(Date)</small>
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## 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: Family Crisis Center Mud Run

Sponsoring organization: Family Crisis Center

Event date: June 1st 2013 Hours: 7:00am - 2:00pm

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

Closed No street closures

<u>Street Name</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
<u>Sidewalks</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
<u>Parking lots and spaces</u>	<u>Location</u>		<u>Activity</u>

REQUIREMENTS FOR COMMUNITY CIVIC EVENT

FAMILY CRISIS CENTER

MUD RUN

JUNE 1, 2013

Finance Director:

*M. Bemis*

Public Works Director:

*B. Rodriguez*

Community Development Director:

*B. Dunlap*

Field Services Manager:

*B. Styles*

No comments.

Fire Chief:

*G. Irish*

No comment.

Parks and Leisure Services Director:

*D. Moore*

All course prep must be coordinated with and approved by OHV staff. Vehicles to remain in designated parking areas at the Sports Complex and OHV Park.

Police Sergeant:

*R. Standridge*

No comment.

Administrative Services Director:

*P. Hildreth*

Risk Management requires all participants to sign a Liability Waiver form.

## REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Family Crisis Center  
Event: Mud Run  
Event Chairman: Krystle Contreras  
Location: OHV Park  
Date of Event: June 1, 2013

RISK MANAGEMENT: Conditions of Approval

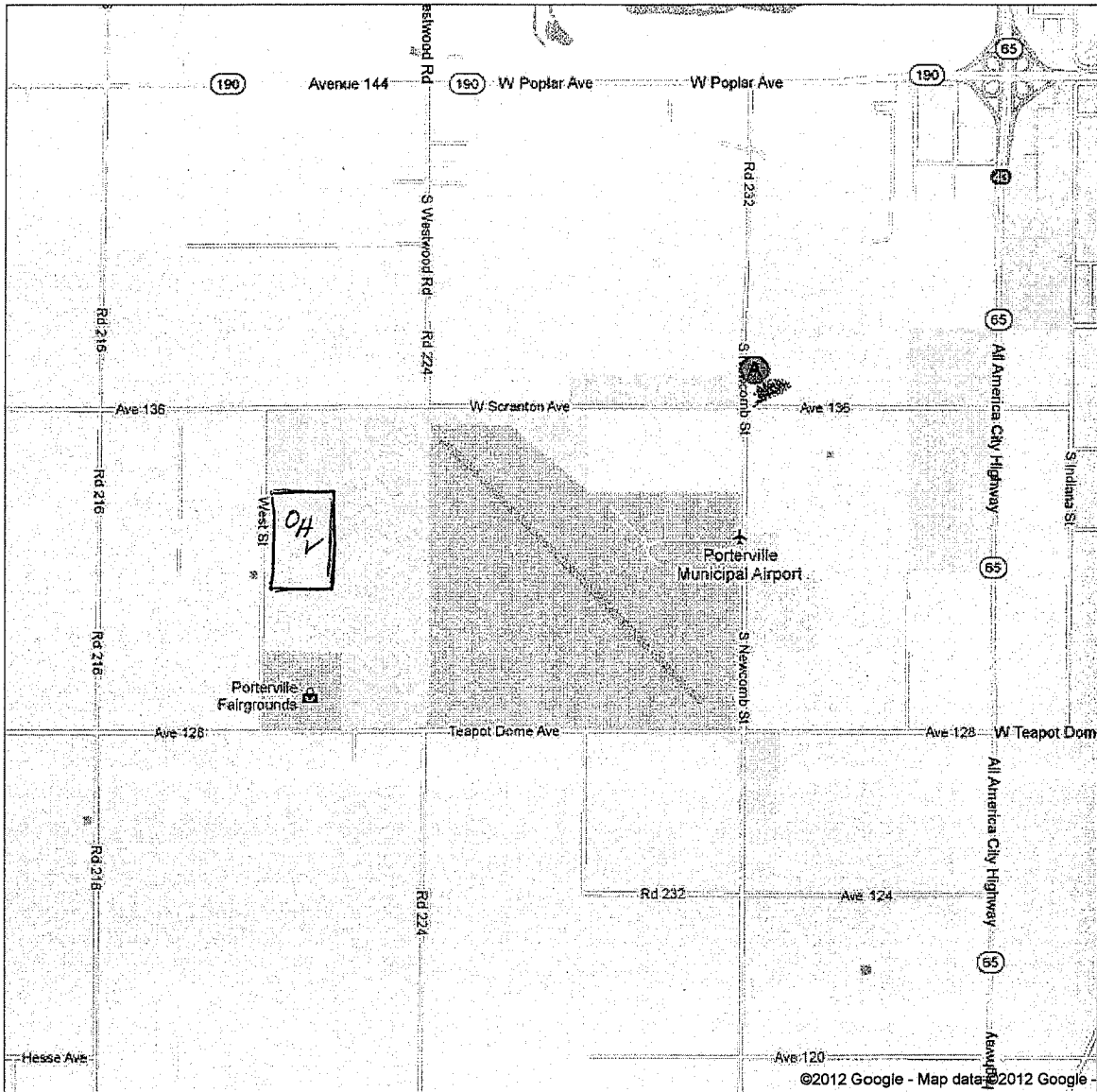

That the Family Crisis Center, provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$1,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional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

- A. Said Certificate of Insurance shall be an original (fax and xerographic copies not acceptable), the Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.
- 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 that A:VII, and the insurance company must be an "admitted" insurer in the State of California.



Address 2701 W Scranton Ave  
Porterville, CA 93257

Get Google Maps on your phone  
Text the word "GMAPS" to 466453



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: Krystle Cotroneo 770 N Main St  
Porterville CA 93257
- 2 Address where amplification equipment is to be used: 2701 W. Scranton Ave
- 3 Names and addresses of all persons who will use or operate the amplification equipment: \_\_\_\_\_
- 4 Type of event for which amplification equipment will be used: Mud Run
- 5 Dates and hours of operation of amplification equipment: 7:00am - 2:00pm
- 6 A general description of the sound amplifying equipment to be used: DJ equipment and P.A System

**Section 18-9**

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

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

**Section 18-14**

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

**Penal Code Section 415 (2)**

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

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

[Signature]  
Signature of Applicant

12-30-2012  
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] SGT  
City of Porterville, Chief of Police/Designee

4.1.13  
Date



# CERTIFICATE OF LIABILITY INSURANCE

CENTR-1 OP ID: PZ

DATE (MM/DD/YYYY)

01/17/13

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).

<b>PRODUCER</b> DLL Insurance Agency II 1401 Fulton St Ste 200 Fresno, CA 93721 Greg Anderson	559-451-3411 559-451-3415	<b>CONTACT NAME:</b> Rebecca Bejarano <b>PHONE (A/C No. Ext):</b> 559-451-3411 <b>FAX (A/C No.):</b> 559-451-3415 <b>E-MAIL ADDRESS:</b> rbejarano@dlinsurance.com
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Central California Family Crisis Center 770 Main Street Porterville, CA 93257	<b>INSURER A:</b> Nonprofits' Insurance Alliance	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			201300631NPO	01/01/13	01/01/14	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 20,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC					GENERAL AGGREGATE	\$ 2,000,000
								PRODUCTS - COMP/OP AGG	\$ 2,000,000
									\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE	\$	
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N					E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N/A					E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

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

Notice of Cancellation is 30 days except in the event of cancellation for non-payment or premium which is 10 days. RE: Mud Run Located at: Off HWY Behicle Park 2701 W. Scranton, Porterville, cA 93257 June 1st, 2013. Certificate Holder is named as Additional Insured.

**CERTIFICATE HOLDER****CANCELLATION**

<b>CITYPOR</b>  The 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 
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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 Person or Organization:**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, in consideration of food contributions or client referrals you receive from them.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

COUNCIL AGENDA: April 16, 2013

SUBJECT: COUNCIL MEMBER REQUESTED AGENDA ITEM – Request for the City Council to Consider Offering Online Pre-Sale Tickets to City Events

SOURCE: City Manager

COMMENT: City Council Member Ward has requested that the Council consider offering online pre-sale tickets to City events.

RECOMMENDATION: Council Member Ward makes the motion that the City Council authorize the scheduling on the May 7<sup>th</sup> Council Agenda the consideration of offering online pre-sale tickets to City events.

ATTACHMENT: None

C/M

A handwritten signature in black ink, appearing to be a stylized 'J' or 'I' with a long vertical stroke and a loop at the bottom.

Item No. 10



COUNCIL AGENDA: April 16, 2013

SUBJECT: COUNCIL MEMBER REQUESTED AGENDA ITEM – Request for the City Council to Consider Implementing Local Government Mobile Application

SOURCE: City Manager

COMMENT: City Council Member Ward has requested that the Council consider implementing a local government mobile application (i.e. Government 2.0, See Click Fix, City Sourced, etc) that would allow the public to interface or report problems they observe.

RECOMMENDATION: Council Member Ward makes the motion that the City Council authorize the scheduling on the May 7<sup>th</sup> Council Agenda the consideration of implementing a local government mobile application.

ATTACHMENT: None

C/M 

Item No. 11

SUBJECT: REVIEW OF LOCAL EMERGENCY STATUS

SOURCE: Administration

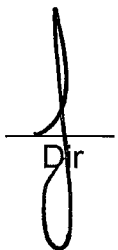
COMMENT: In accordance with the City Council's Resolution of Local Emergency adopted on December 21, 2010, and pursuant to Article 14, Section 8630 of the California Emergency Services Act, the Council must review the status of its local emergency at every regularly scheduled meeting and make a determination whether to continue or terminate the local emergency declaration.

Since its last review on April 2, 2013, City staff has continued its coordination with both State and Federal representatives in having made claims for reimbursement for public areas reported as suffering flood damage. An estimated total of \$361,750 in damage repair projects were defined and accepted by both State (CEMA) and Federal (FEMA) emergency agencies, which after final FEMA administrative review, a total of approximately \$270,000 was approved. Although all repair projects were originally to be completed by no later than July 2012, the City received a one (1)-year extension to July 2013.

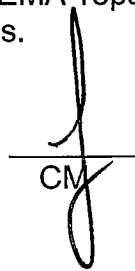
At its meeting on October 16, 2012, the Council awarded a contract in the amount of \$95,391.71 to Greg Bartlett Construction (Porterville), beginning CEMA repairs to Plano Street (south of Thurman Avenue), El Granito Street (near Zalud Park), E. Grand Avenue (at Henrahan Street), and W. Grand Avenue (at Hawaii Street). At its meeting on December 18, 2012, the Council accepted the completion of these identified CEMA repairs, including \$90,295.53 in final construction costs.

At its meeting on March 5, 2013, the Council awarded a contract in the amount of \$29,997.25, also to Greg Bartlett Construction (Porterville), for CEMA repairs of West Street and related storm drain improvements between Scranton and Tea Pot Dome Avenues.

At its meeting on April 2, 2013, the Council awarded a contract in the amount of \$138,350 to Intermountain Slurry Seal, Inc. (Reno, Nevada), for the CEMA repair of Henderson Avenue between Patsy and Balmoral Streets.

  
Dir

  
Approp./  
Funded

  
CM

Item No. 12

**RECOMMENDATION:**

That the Council:

1. Receive the status report and review of the designated local emergency; and
2. Pursuant to the requirements of Article 14, Section 8630 of the California Emergency Services Act, determine that a need exists to continue said local emergency designation.

**ATTACHMENT:** None

PUBLIC HEARING

SUBJECT: SEWER UTILITY DISTRICT AREA 458

SOURCE: Public Works Department - Engineering Division

COMMENT: This is the time and place set forth for the public hearing on the formation of the Area 458 Sewer Utility District. Ballot and information materials were distributed between February 13, 2013, and February 19, 2013, to Area 458 stakeholders. As stated in the ballot information, the official end to the ballot process is at the end of tonight's public hearing. Property owners have until then to submit ballots in support or opposition to the formation of the District and the imposition of the assessment.

Assessments for the District were determined in the Engineering Report and accepted by the City Council on February 5, 2013. Pursuant to the notices provided to the property owners, assessments per lot were determined by lot acreage, lateral cost and a \$200 per lot construction management fee. The City proposes the following:

- 1 If Area 458 Sewer Utility District Fails:
  - a) Sewer main and laterals are installed per plans and specifications.
  - b) Property owners wishing to connect to the City's sewer system shall secure a plumbing permit, abandon existing septic system per County standards and pay all connection fees based on the City's Exhibit "H", "Connection Fees" schedule. Sewer lateral costs shall be per actual construction costs adjusted 3% annually. Payment options include lump sum payment or use of the City's Sewer Revolving Fund Agreement payable over three years at 10% interest.
  
- 2 If Area 458 Sewer Utility District Passes:
  - a) Properties owners receive a one-time assessment calculated using final construction costs payable over 30 years adjusted 3% interest compounded annually and billed through the Tulare County Assessor's Office beginning November 2014.
  - b) At time of connection, property owner secures a plumbing permit and abandons septic system to County standards. Monthly service charge begins at time of connection.
  - c) Property owners who do not want collection of the assessment to occur via the above method have until July 30, 2014, to inform the City of that in writing.

Dir BSS Appropriated/Funded MB CM J

Item No. 13

Property owners shall pay the full assessment at the time of connection of the property, either in full at the time of connection with 3% interest compounded annually starting on May 7, 2013, (effective date of the assessment), or said amount payable over three years with 10% interest compounded annually.

The number of ballots make it infeasible to tabulate and announce whether a Sewer Utility District has been formed or not formed during the public hearing. Staff recommends that the City Council direct the City Clerk to count and tabulate the votes on April 17, 2013, at 1:30 pm in the La Barca Room. The tabulation process is open to the public. The results will be presented at the May 7, 2013, Council meeting. No assessment may be imposed if a "majority protest" exists. A "majority protest" exists if the ballots submitted in opposition exceed the ballots submitted in favor of the assessment.

RECOMMENDATION: That the City Council:

1. Open the Public Hearing and take comments and accept any ballots;
2. Instruct the City Clerk to receive all ballots, count said votes on April 17, 2013, in the La Barca Room at 1:30 pm and report to the Council the outcome of the voting at the May 7, 2013, Council meeting; and
3. If there is a majority favorable vote, the City Council shall consider the Resolution Approving the Formation of the District and the Levying of the Assessment.

ATTACHMENT: Resolution  
Exhibit 'A' – Locator Map

RESOLUTION NO.: \_\_\_\_\_ - 2013

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF PORTERVILLE APPROVING  
THE FORMATION OF A  
AREA 458 SEWER UTILITY DISTRICT, AND  
LEVYING THE ASSESSMENT

WHEREAS, Area 458 was annexed into the City in November 2006; and

WHEREAS, the parcels in this area utilize individual septic tanks that are failing; and

WHEREAS, in accordance with California Streets and Highways Code Section 10000 et seq. and other applicable law, the property owners were provided with notice of the public hearing and assessment ballot proceeding; and

WHEREAS, the public hearing has been held and the ballots from the proceeding have been tabulated; and

WHEREAS, the property owners within the proposed District have approved, via ballots cast at the end of the Public Hearing held April 16, 2013, with tabulation of said ballots continued to April 17, 2013, the imposition of the assessment and the formation of the District.

NOW THEREFORE BE IT RESOLVED,

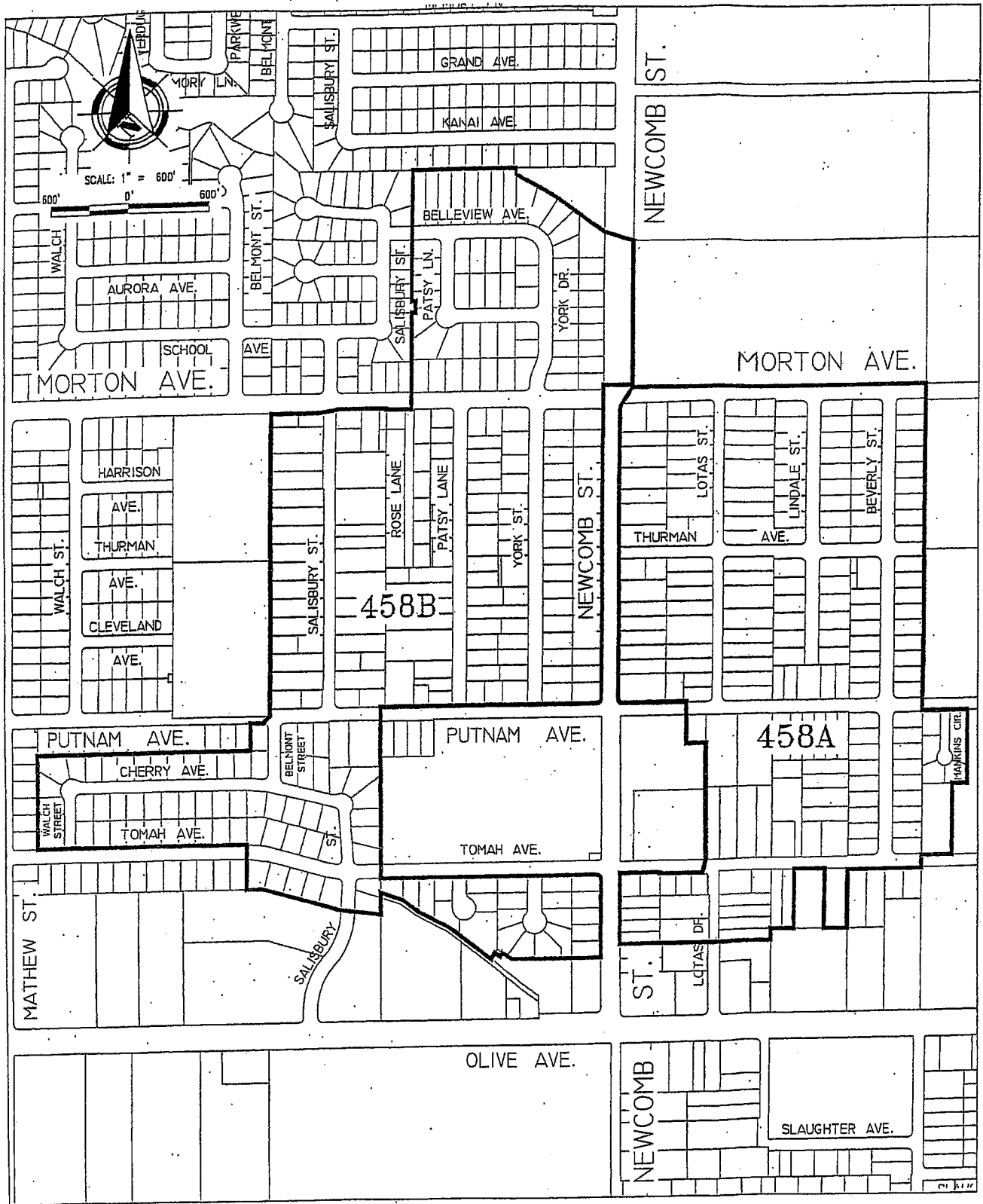
- 1) The City Council of the City of Porterville approves the formation of the Area 458 Sewer Utility District establishing an assessment to pay for the installation of sewer mains and sewer laterals. A diagram of the District setting forth the boundaries and parcels located within the District is attached hereto as Exhibit "A."
- 2) The City Council of the City of Porterville hereby authorizes the levying of the assessment based on the cost of actual construction to install sewer mains, laterals, manholes, trench pavement, etc.
- 3) The City Council of the City of Porterville hereby authorizes the City to permit property owners to pay the one-time assessment over a period of 30 year loan, with 3% interest. The City Council authorizes the execution and transmittal of all documents necessary to effect the payment schedule through the Tulare County Assessor's Office.
- 4) The City Council of the City of Porterville hereby proclaims that property owners may, via an agreement with the City, opt in the alternative to pay the assessment at the time of development but subject to 3% interest compounded annually from the date of imposition of the assessment.

PASSED, APPROVED AND ADOPTED this 7<sup>th</sup> day of May, 2013

\_\_\_\_\_  
Virginia R. Gurrola, Mayor

ATTEST:  
John D. Lollis, City Clerk

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



PROJECT BOUNDARIES

## ISLAND ANNEX. 458A-B



COUNCIL AGENDA: APRIL 16, 2013

PUBLIC HEARING

**SUBJECT:** LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS CONSOLIDATION

**SOURCE:** PARKS AND LEISURE SERVICES DEPARTMENT

**COMMENT:** Landscape and Lighting Maintenance Districts (LLMDs) were created pursuant to the California Landscape & Lighting Act of 1972. The purpose of LLMDs is to pay for ongoing maintenance and public improvements. There is an annual assessment process for the maintenance of improvements within a development that only benefit the property owners within that development. Assessments are reported to the County Auditor's Office. The assessment is levied on each parcel and is collected on Property Tax Bills. Example costs associated with LLMDs include: landscape and tree maintenance service contracts, pest control, water, irrigation repair, vandalism and graffiti repair, security street lighting, overhead administrative costs, legal notice publication costs and County fees.

Staff is proposing to consolidate Westwood Estates (D1), Westwood Estates Unit 4, Phase 5 (A5), and Westwood Estates Unit 5, Phase 2 (D12). The consolidation would result in a new annual assessment for all three districts of \$98.44 per lot. The previous years' assessments were \$119.96 for D1, \$140.44 for A5, and \$216.74 for D12.

Consolidation will be a cost saving measure to reduce the administrative costs, including the annual assessment report preparation. Other factors enabling the consolidation include combining the fund balances of the three Districts, and a recent change in the landscape contractor.

In compliance with the regulations regarding assessments under Proposition 218, the proposed consolidation requires a majority protest/election for all affected property owners (207 lots). Ballots were prepared and mailed to the property owners in the proposed Districts on February 23, 2013. Along with the ballots, the mailings included a fact sheet regarding Landscape and Lighting Maintenance Districts, a description of the ballot proposal and assessment calculation, notice of the public hearing, ballot instructions and a return envelope. To further inform the voters, a public workshop was held on March 18, 2013 at 6:00 p.m.

At the close of the public hearing, last call will be announced for ballot submissions and ballot tabulation will commence. If the ballots submitted in favor exceed the ballots submitted in opposition, the proposed Districts will be consolidated.

21 Director

AB Appropriated/Funded

J City Manager

ITEM NO.: 14

**RECOMMENDATION:** That the City Council:

- 1) Open the public hearing to hear public comment on the proposed consolidation of Landscape and Lighting Maintenance Districts Westwood Estates (D1), Westwood Estates Unit 4, Phase 5 (A5), and Westwood Estates Unit 5, Phase 2 (D12);
- 2) Announce the last call for ballot submission, receive written ballots from affected property owners, and close the public hearing;
- 3) Authorize the City Clerk's Office to commence tabulation of the ballots; and
- 4) Adopt the resolution approving the Engineer's Report, diagram, and assessment method, pending ballot tabulation results of affirmative approval.

**ATTACHMENTS:**

- 1) Resolution ordering consolidation of Westwood Estates (D1), Westwood Estates Unit 4, Phase 5 (A5), and Westwood Estates Unit 5, Phase 2 (D12)
- 2) Engineer's Report
- 3) Diagram

**RESOLUTION NO. -2013**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE,  
COUNTY OF TULARE, STATE OF CALIFORNIA, ORDERING THE  
CONSOLIDATION OF LANDSCAPE AND LIGHTING MAINTENANCE  
DISTRICTS WESTWOOD ESTATES, WESTWOOD ESTATES UNIT 4, PHASE  
5, AND WESTWOOD ESTATES UNIT 5, PHASE 2, APPROVING ENGINEER'S  
REPORT FOR SAID DISTRICT, AND APPROVING THE METHOD AND LEVY  
OF ASSESSMENTS**

WHEREAS, the City Council and the City of Porterville did on the 19<sup>th</sup> day of February 2013, adopt Resolution No. 09 – 2013 declaring its intention to order consolidation of Landscape and Lighting Maintenance Districts Westwood Estates (D1), Westwood Estates Unit 4, Phase 5 (A5), and Westwood Estates Unit 5, Phase 2 (D12); and

WHEREAS, the public hearing on the consolidation has been set for April 16, 2013, subject to the Landscape and Lighting Act of 1972; and

WHEREAS, a duly noticed public hearing has been held to receive objections to the formation of said Districts, or the levy of assessments.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Porterville as follows:

1. The public interest, convenience and necessity require the consolidation of Landscape and Lighting Maintenance Districts Westwood Estates (D1), Westwood Estates Unit 4, Phase 5 (A5), and Westwood Estates Unit 5, Phase 2 (D12).
2. The Engineer's Report and diagram for the district is hereby approved, and the work as set forth therein is to be done.
3. That the method of assessment and the levy of assessments as indicated within each of said Engineer's Reports are hereby approved.

APPROVED AND ADOPTED THIS 16<sup>th</sup> DAY OF APRIL 2013

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Virginia R. Gurrola, Mayor

ATTEST:  
John D. Lollis, City Clerk

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

CITY OF PORTERVILLE  
ENGINEER'S REPORT FOR LANDSCAPING AND LIGHTING  
CONSOLIDATION FOR DISTRICT WESTWOOD ESTATES DISTRICT 1, WESWOOD ESTATES UNIT  
4, PHASE 5 ANNEXATION 5 AND WESTWOOD ESTATES UNIT 5, PHASE 2 DISTRICT 12

SECTION 1. Authority for Report

This report is prepared by order of the City Council of the City of Porterville Resolution No. -2013. The report is in compliance with the requirement of Article 4, Chapter 1, Division 15 of the Streets and Highways Code, State of California (Landscape and Lighting Act of 1972).

SECTION 2. General Description

The City Council has elected to consolidate the assessments for Landscape and Lighting Maintenance Districts: Westwood Estates District 1, Westwood Estates Unit 4, Phase 5 Annexation 5 and Westwood Estates Unit 5, Phase 2, District 12. The City Council has determined that the areas to be consolidated will have an effect upon all parcels within the following boundaries:

1. Right-of-way and easement along the Westwood Street frontage of Unit 1 and II of Westwood Estates, more particularly described on maps which are on file in the City Clerk's office entitled "Landscape and Lighting Maintenance District No. 1."
2. Westwood Estates #4, along the north and south entries adjacent to the block wall on Westwood Street and the median divider on White Chapel Lane including all trees in front yard planting strip, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 5 to Landscape and Lighting Maintenance District No. 1".
3. District No. 12 = Westwood Estates Unit 5, Phase 2, located along Henderson Avenue and Brandy Way includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 12.

SECTION 3. Plans and Specifications

The plans and specifications for the lighting were prepared by the developer and are in conformance with the requirements of the City of Porterville. All lights to be maintained will be shown on the subdivision maps as roadway rights-of-way, or easements to be granted to the City of Porterville. The total street lights to

be maintained are 12 @ 5,800 lumens and 4@ 16,000 lumens. Total landscaped area to be maintained is 47,462 sq. ft.

SECTION 4. Improvements

Lighting improvements were made by the developer of the subdivisions listed.

SECTION 5. Estimated Costs

The construction cost was borne by the developer and will not be assessed. The subdivision maps have been filed and recorded and the improvements have been constructed. It is the intent that the consolidation of the districts described herein will replace the current assessments for the assessment year 2013-2014.

Estimated assessment for 2013-2014 is as follows:

1. Landscape/Tree Maintenance	47,462/sf @	.17	\$	8,068.54
2. Graffiti Maintenance	47,462/sf @	.02	\$	949.24
3. Postage	47,462/sf @	.005	\$	237.31
4. Utilities	47,462/sf @	.12	\$	5,695.44
5. Printing	47,462/sf @	.005	\$	237.31
6. Repair/Maintenance	47,462/sf @	.02	\$	949.24
		.34	\$	16,137.08/sf

Maintenance	47,462 x 0.34 =	\$ 16,137.08
Administrative Fee	16,137 @0.10 =	\$ 1,613.70
County Fee	207 @1.00 =	\$ 207.00
Reserves 15% of total cost of maintenance	16,137 x 15% =	\$ 2,420.56
Eliminate Deficit Fund Balance over 10 years(10% of fund deficit)	=	\$ 0.00
		\$ 20,378.34

After the 2013-2014 fiscal year, the assessments shall be increased with the cost of service. The increased cost of services shall be the lesser of the actual prior year's cost or the prior year's estimated cost adjusted according to the annualized Consumer Price Index rate. The Consumer Price Index is based on the San Francisco Model, and any increase for the year 2014/2015 will refer back to the prior year's CPI. In the event that the costs of services provided do not increase to exceed the full amount of CPI from one year, such excess

CPI percentage shall be carried over from year to year and may be utilized to increase the amount of assessment in future years.

SECTION 6: By approving the consolidation of assessments all fund balances and deficits in the districts will be consolidated to fund the landscape and lighting of the herein referred to as District 1, 12 and Annexation 5.

SECTION 7. Assessment Diagram

A copy of the proposed assessment diagram entitled "Landscape and Lighting Maintenance District 1, 12 and Annexation 5" is attached to this report and by reference is made part thereof. The assessment diagram consists of a map of the City indicating the locations of the subdivisions in the consolidation and supplemental detail maps of each subdivision.

SECTION 8. Assessment

The initial cost of constructing improvements has been borne by the developer. The improvement areas are established for the benefit of all properties within the proposed consolidated districts. The establishment and maintenance of the improvements have been a vital part of the development of each subdivision. The City Council of Porterville has determined that to ensure satisfactory levels of maintenance of street lighting at each of the subdivisions, their separate assessments should be consolidated.

The consolidation will consist of approximately 1.09 acres. A total of 205 lots are proposed to be included in the consolidation. The improvements will consist of those improvements described in Section 3 of this report. The maintenance of the improvements is vital for the protection of safety, economic and humanistic values. The City Council has determined that, for the preservation of values incorporated within this development, all lots will receive equal benefit from the street lighting.

The determination of benefits takes into consideration the following facts:

1. The purpose of the improvements is to provide a favorable aesthetic appearance to the area.
2. Properly maintained lighting benefits all properties in the development.
3. The lots not adjacent to lighting facility improvements benefit for the maintenance equally to those lots adjacent to the improvements.

#### Estimated 2013/2014 Assessment

$$\text{Assessment (A)} = \frac{\text{Cost (C)}}{\text{Number of Lots (L)}}$$

$$A = \$ \frac{20,378.34}{207 \text{ lots}} = \$98.44 \text{ per lot for 207 lots}$$

Total Assessment for 2013-2014 = \$20,378.34

Total developed lot count is 207 lots.

New Assessment 2013-2014 is \$98.44 per lot

#### SECTION 8. Order of Events

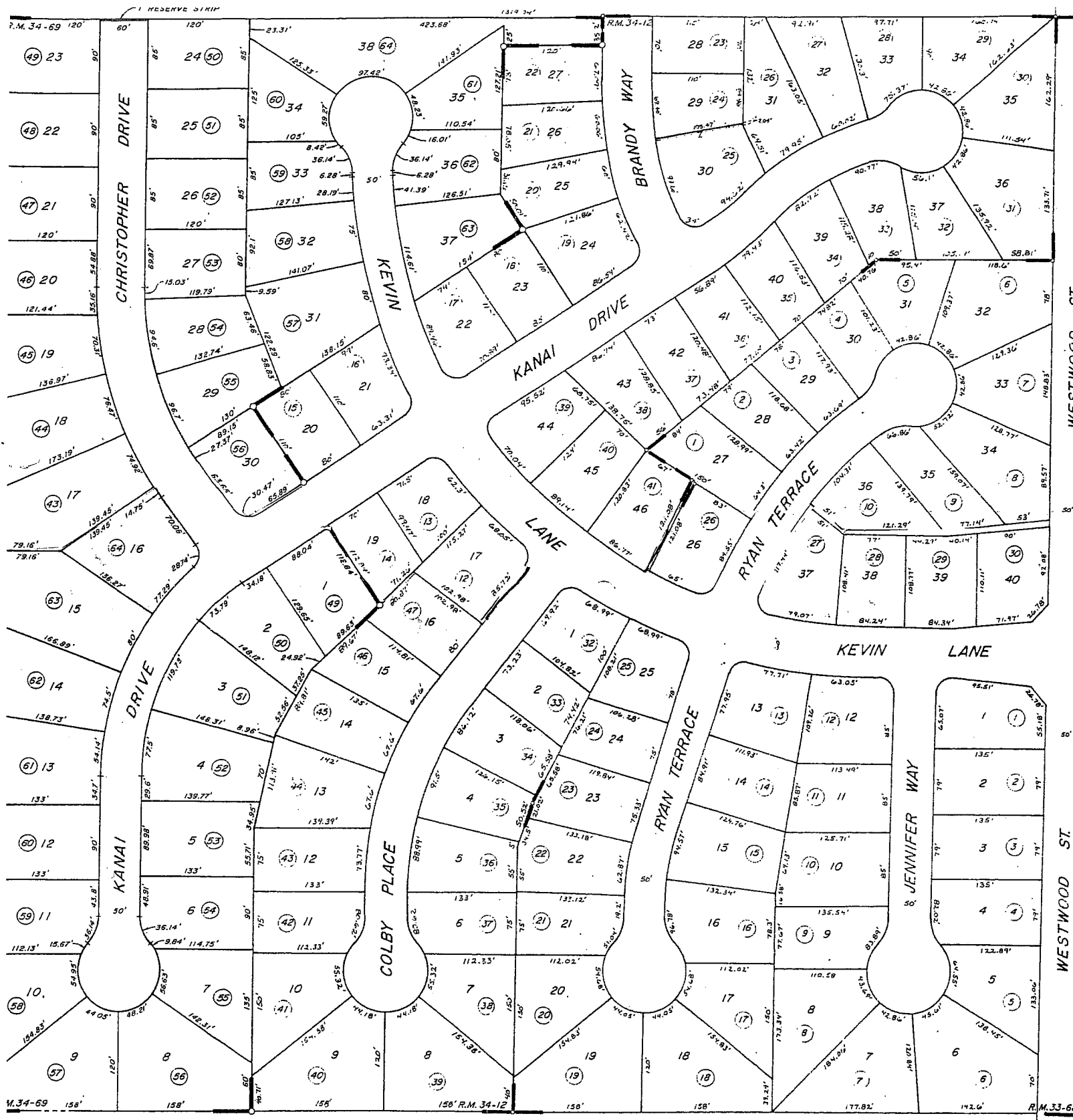
1. City Council adopts Resolution Instituting Proceedings, appoints an Engineer of Work and orders Engineer's Report.
2. City Council adopts Resolution of Preliminary Approval of Engineer's Report.
3. City Council adopts Resolution of Intention to Order the Formation of Landscape and Lighting Maintenance District No. 1, 12 and Annexation 5.
4. City Council adopts Resolution Ordering the Formation of Landscape and Lighting Maintenance District No. 1, 12 and Annexation 5, including the transfer of all fund balances and deficits.
5. Every year between April and June, the Engineer of Work files a report with the City Council.
6. Every year between April and June, the City Council conducts a public hearing and approves, or modifies the individual assessments.

*Baldomero Rodriguez*

Baldomero Rodriguez  
Engineer of the Work







WESTWOOD ESTATES UNIT 1 R.M. 33-68  
 WESTWOOD ESTATES UNIT 2 R.M. 34-12  
 WESTWOOD ESTATES UNIT 3 R.M. 34-69

CITY OF PORTERVILLE  
 ASSESSORS MAPS BK. 240 PG. 21  
 COUNTY OF TULARE, CALIF.

NOTE - ASSESSORS BLOCK NUMBERS SHOWN IN ELLIPSES  
 ASSESSORS PARCEL NUMBERS SHOWN IN CIRCLES

Westwood Estates D1

# Westwood Estates District 12 Westwood Estates Annex 5

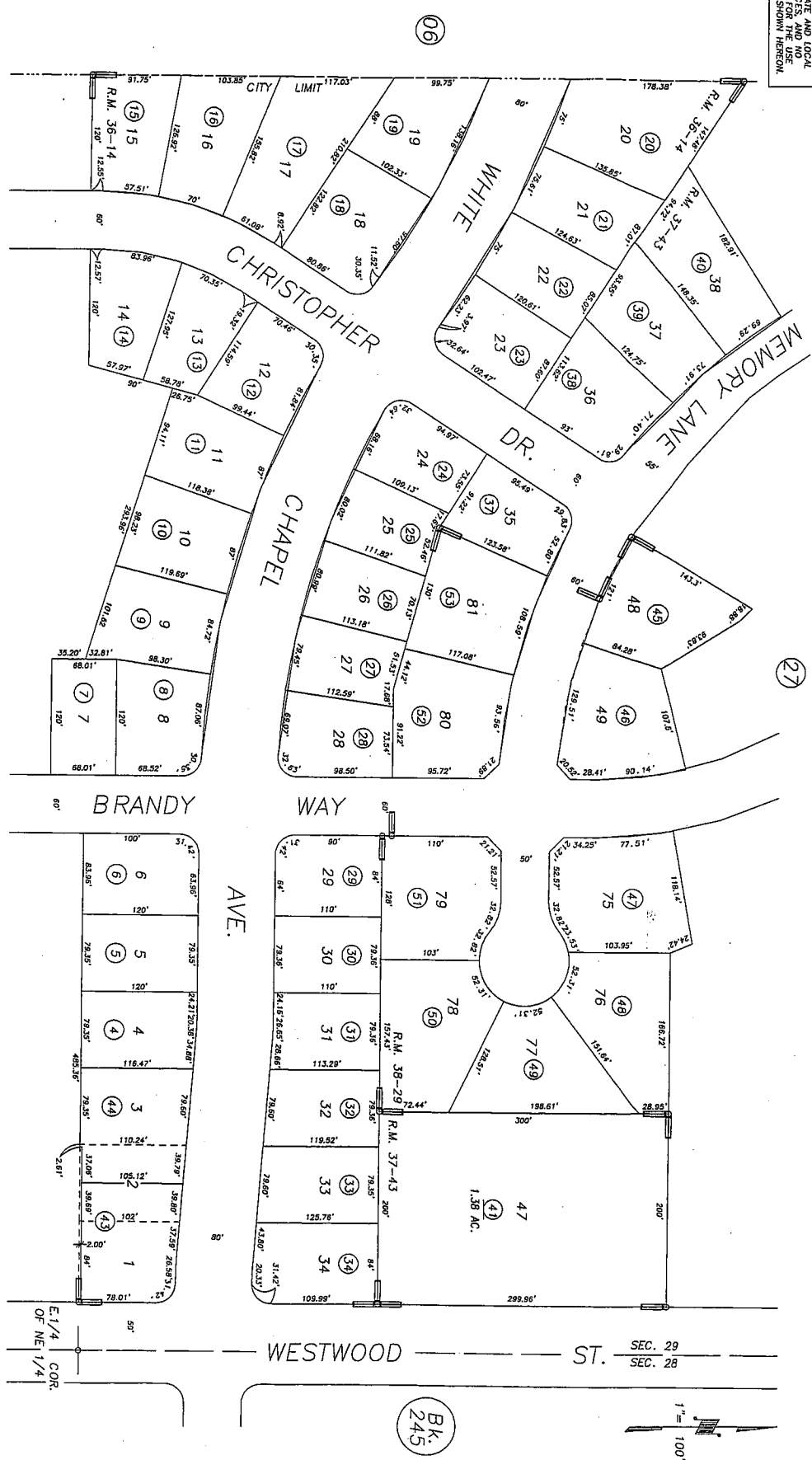
**DISCLAIMER**  
THIS MAP WAS PREPARED FOR LOCAL PROPERTY ASSESSMENT PURPOSES ONLY AND DOES NOT CONSTITUTE A GUARANTEE OF ACCURACY. THE LOCAL ASSESSOR'S OFFICE HAS CONDUCTED VISUAL INSPECTIONS OF THE INFORMATION SHOWN HEREON.

POR. NE 1/4 OF NE 1/4 SEC. 29, T.21S., R.27E., M.D.B. & M.

Tax Area Code 240-25  
4-121

R.M. 38-29	8/11/99	KPT
REVISION	DATE	BY

POR. WESTWOOD ESTATES UNIT 4, R.M. 36-14  
POR. WESTWOOD ESTATES UNIT 5 PHASE 1, R.M. 37-43  
POR. WESTWOOD ESTATES UNIT 5 PHASE 2, R.M. 38-29



NOTE: Assessor's Block Numbers Shown in Ellipses  
Assessor's Parcel Numbers Shown in Circles

(00/01)

CITY OF PORTERVILLE  
ASSESSOR'S MAPS BK. 240, PG. 25  
COUNTY OF TULARE, CALIF.

SCHEDULED MATTER

SUBJECT: STATUS OF DELISTING PROCESS FOR VALLEY ELDERBERRY LONGHORN BEETLE

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT- PLANNING DIVISION

BACKGROUND:

For over a decade, the US Fish and Wildlife Service (Service) has discussed removing the valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*) from the Federal List of Endangered and Threatened Wildlife. Since the species was first added to the list in 1980, projects within the City of Porterville have been affected by mitigation requirements associated with the protected status of the beetle and its habitat. In 2003, the City initiated preparation of a Habitat Conservation Plan (HCP) to provide a comprehensive approach to addressing project-related impacts to the beetle and its habitat while providing an expedited method of mitigating those impacts. However, after submittal of the draft HCP, Service staffers were delayed in their responsiveness, anticipating the delisting of the beetle. For over three years, the City's draft HCP was held in a tentative state without being processed because of the pending removal of the beetle from the threatened list. In 2011, with a change in Service staff, the City was able to see some movement on the draft HCP, but the comments received were significantly different from the direction provided initially by the Service.

In 2012, the Service was prompted to formally begin the delisting process as a result of litigation citing years of research and information gathering. This action was based on a review of the best available scientific and commercial data, which indicates that the subspecies no longer meets the definition of endangered or threatened under the Endangered Species Act of 1973, as amended. The Service invited public comment for a mandatory 60-day period which ended on December 3, 2012. On January 23, 2013, the Service announced a supplemental 30-day period to allow an additional opportunity to comment on the proposed rule and to submit information on the status of the species. The second comment period ended on February 25, 2013. The Service has not stated whether or not additional, optional comment periods might be provided.

COMMENT: Recently, Staff received a response from the Service related to an inquiry about the status of the process of delisting the valley elderberry longhorn beetle (VELB). Robert Moler, the Assistant Field Supervisor for External Affairs (Sacramento office) spoke with Staff and confirmed that the second comment

DD   
ACTING

APPROPRIATED/FUNDED 

CM 

ITEM NO. 15

period had closed on February 25, 2013. The Service is currently considering the comments received and the peer review which was prepared. Mr. Moler advised Staff that the typical timeframe to finalize a decision is 12 months, and that waiting for 12 months during this period of consideration before proceeding with a project would not necessarily result in avoiding the need to address VELB, as the possibility exists that the Service will not delist the VELB.

The continued delay of action on this matter results in significant costs to the City and the development community as a result of required mitigation. A determination is necessary to effectively plan and develop within the City of Porterville and the region.

**RECOMMENDATION:** That the City Council adopt the draft resolution supporting the delisting of the valley elderberry longhorn beetle from the Federal List of Endangered and Threatened Wildlife.

**ATTACHMENTS:** Draft Resolution

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE IN SUPPORT OF DELISTING THE VALLEY ELDERBERRY LONGHORN BEETLE FROM THE LIST OF ENDANGERED AND THREATENED WILDLIFE

WHEREAS: The valley elderberry longhorn beetle is a medium sized beetle that is endemic to the Great Central Valley of California. It was listed in 1980 because it was believed that its habitat had been nearly destroyed in the riparian environments in the lower Sacramento and upper San Joaquin Valleys of California; and

WHEREAS: At the time of its listing in 1980, the beetle was known from less than ten locations on the American River, Putah Creek, and the Merced River in the Central Valley of California. The beetle is now known to inhabit the Central Valley from southern Shasta County south to Kern County; and

WHEREAS: At the time of listing, the loss of riparian habitat was identified as a major threat to the beetle. Since that time, the Service reports that the rate of riparian habitat loss has slowed due to efforts to protect and restore riparian areas; and

WHEREAS: Over the past decade, the City of Porterville alone has invested nearly \$750,000 in mitigation efforts toward the valley elderberry longhorn beetle. This does not include allocating value to the time expended relative to the protection of the species; and

WHEREAS: Private developers and other public entities similarly face large costs and delays associated with mitigation of lost beetle habitat, where scientific research has shown that primary threats to the beetle have been reduced; and

WHEREAS: Further delays in delisting pose additional project delays and significant added costs. The potential economic impact of halted projects has negative physical and economic impacts on this community and beyond; and

WHEREAS: There have been multiple sightings of the beetle along the Tule River on numerous occasions, which is evidence of its presence; and

WHEREAS: It is the opinion of the City Council of the City of Porterville that the valley elderberry longhorn beetle has experienced increased habitat and increased population from the information originally believed at the time of listing the species.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville does hereby support expeditious conclusion of the delisting process. Further, the City Council encourages the efforts of our legislature and of the United States Fish and Wildlife Service to amend the list of Endangered and Threatened Wildlife to remove the valley elderberry longhorn beetle.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of April, 2013.

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

Virginia R. Gurrola, Mayor

ATTEST:

John D. Lollis, City Clerk

By:

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

COUNCIL AGENDA: APRIL 16, 2013

SUBJECT: REQUEST BY WILDPLACES TO WAIVE FEES FOR USE OF CITY DUMPSTER - CLEANUP PROJECT ALONG TULE RIVER WALKWAY

SOURCE: Public Works Department - Engineering Division

COMMENT: The City received a letter from Mr. Carlos Gomez, Program Manager of WildPlaces, a non-profit organization located in Springville. Mr. Gomez is requesting the use of a 4-yard City dumpster and asks that all fees associated with the use of the dumpster be waived.

WildPlaces has teamed up with Porterville College M.E.Ch.A and has scheduled a cleanup from 10 A.M. to Noon on April 20, 2013. WildPlaces expects to fill one 4-yard dumpster cleaning up along the Tule River Walkway from Jaye Street to Main Street. Under normal circumstances, a 4-yard dumpster rents for \$42.80 per pickup and disposal.

RECOMMENDATION: That the City Council provide direction to staff.

ATTACHMENT: Letter from WildPlaces

P:\pubworks\General\Council\WildPlaces - Request for Use of City Dumpster - 2013-04-16.doc

Dir B&E Appropriated/Funded MB CM J

Item No. 16



WILDPLACES

STEWARDSHIP IN THE SOUTHERN SIERRA

Attn: John D. Lollis  
City Manager  
Porterville, CA

My name is Carlos Gomez; I am the Program Manager for WildPlaces, a growing non-profit organization based in Springville, CA. in the foothills of the Sierra Nevada. Our mission is to preserve, support, and protect California's natural and rural places and the peoples of these landscapes through volunteer-driven habitat restoration, nature and culture education, and career development.

We are partnering up with Porterville College M.E.Ch.A. to create a Tule River Clean-Up on April 20<sup>th</sup> from 10 to noon, the clean-up will take place at Jaye Street River Walkway, in Porterville. We understand that in a current economic climate it is sometimes difficult to retain funding and resources for projects like these so we would like to contribute as much as we can to improve and beautify our amazing community.

We kindly ask if we can count on your support to help make this project a reality. We are in need of a garbage container in which we can dispose all the garbage collected from the river and nearby areas. We would also like to request the fee for the container to be waived. As a non-profit organization any donation received is tax deductible, our tax id number is: 95-4116679.

Additionally, if your schedule allows it, we would like to invite you to participate in this event or join us for a free BBQ after the clean-up at Murray Park at 1pm.

Best Regards,

Carlos M. Gomez  
Program Manager  
WildPlaces  
559.539.5263  
carlos@wildpaces.net



**COUNCIL AGENDA: APRIL 16, 2013**

**SUBJECT:** IDENTIFYING AREAS FOR POCKET PARKS/LIBRARY USERS ANALYSIS

**SOURCE:** PARKS AND LEISURE SERVICES DEPARTMENT

**COMMENT:** On April 2, 2013, at the City Council meeting, the Council authorized an item to consider identifying areas in the City for potential pocket parks to recommend to the Parks and Leisure Services Commission for review. City Council also authorized at same meeting consideration of analysis of Porterville Library users to develop or plan for literacy services in under-served areas of the community.

A pocket park is a small park accessible to the general public. Pocket parks are frequently created on a single vacant lot or on small, irregular pieces of land such as drainage basins. Parks and Leisure Services staff is currently working with Public Works to identify potential pocket park sites. Staff is seeking direction on identifying the desired process regarding taking information to the Parks and Leisure Services Commission.

In order to do an analysis of Porterville City Library users, the Library collects borrower information through the library card registration process. Currently, there are 26,434 borrowers on record. The San Joaquin Library System sets system-wide standards for maintenance of borrower records. Inactive borrowers are purged every three years. Btype coding during patron registration is used to identify if the borrower is a permanent resident of Porterville's Library service area. Bstat coding during patron registration is used to identify the service area where the borrower resides. Service areas correlate to the Census Tract map of the Porterville area. Library staff uses street addresses within the City of Porterville to codify Bstats in relation to the Census Tract map.

**RECOMMENDATION:** That the City Council provide further direction on how staff is to proceed with the Pocket Park Project and Library User Analysis item.

MS Director MB Appropriated/Funded MB City Manager

ITEM NO. 17

SUBJECT: CONSIDER RESOLUTION OF OPPOSITION TO SB 7 (STEINBERG) REGARDING PUBLIC WORKS: CHARTER CITIES

SOURCE: City Manager

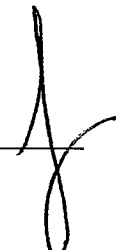
COMMENT: As was reported to the City Council by staff in "Other Matters" at its meeting on March 5, 2013, SB 7 (Steinberg) was to be considered by the Senate Industrial Relations Committee on Wednesday, March 13<sup>th</sup>. Unfortunately, SB 7 was passed by the Committee and was then sent to the Senate Appropriations Committee for consideration. On Monday, April 8<sup>th</sup>, the Committee voted to send SB 7 to its "Suspense File" due to identified State costs. SB 7 must be removed from the "Suspense File" by Friday, May 24<sup>th</sup>, which is the final day the Committee has to hear and report bills to the Senate floor for consideration.

As the Council is aware, SB 7 would prohibit a charter city from receiving or using State funding or financial assistance for a construction project if the city has a charter provision or ordinance that authorizes a contractor to not comply with prevailing wage requirements on local public works contracts funded by (non-State) city funds. As a Charter city (as opposed to a General Law city), the City of Porterville does not require a contractor to comply with prevailing wage provisions on local public works projects that are locally-funded. Essentially, SB 7 seeks to compel charter cities to require prevailing wages on local projects that are constructed with local funds by withholding all State construction funds from non-compliant cities.

SB 7, authored by Senator Steinberg and sponsored by the State Building and Construction Trades Council of California, AFL-CIO, has been introduced as a direct result of a recent State Supreme Court, which ruled in favor for the charter city of Vista over the State Building and Construction Trades Council of California. The Court found that charter cities are not required to pay prevailing wage on local projects that are constructed with local funds.

The California League of Cities has taken a position of strong opposition to SB 7 based on protecting the flexibility of local agencies to govern their community's affairs, with SB 7 violating the principle of local control and the charter city doctrine of municipal affairs. At the request of the League, the City has previously provided a Letter of Opposition to SB 7, with a Resolution of Opposition also desired.

C/M



Item No. 18

**RECOMMENDATION:** That the City Council consider the adoption of a Resolution of Opposition to SB 7 (Steinberg).

**ATTACHMENT:**

1. Draft Resolution of Opposition
2. SB 7 Bill Text
3. Letter of Opposition

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE,  
COUNTY OF TULARE, STATE OF CALIFORNIA, OPPOSING SB 7 (STEINBERG)  
REGARDING PUBLIC WORKS: CHARTER CITIES

WHEREAS, the City of Porterville was incorporated in 1902 and became a charter city by adoption of a City Charter in 1926;

WHEREAS, in accordance with the State Constitution, charter cities are provided authority of "Home Rule" whereby the City is given the power to make and enforce within its own boundaries any law which does not conflict with the State or Federal Government;

WHEREAS, the California Supreme Court recently decided in *State Building and Construction Trades Council, AFL-CIO v. City of Vista (2012)* that charter cities reserve the right to determine whether they should pay prevailing wage when contracting for local public works projects funded by local funds;

WHEREAS, as a charter city, the City of Porterville does not require prevailing wage when contracting for local public works projects funded by local funds;

WHEREAS, SB 7 (Steinberg) is in direct conflict with the State Constitution and seeks to undermine the California Supreme Court decision affirming charter cities "Home Rule" authority;

NOW, THEREFORE, it is hereby DECLARED and ORDERED, as follows:

The City Council of the City of Porterville opposes SB 7 (Steinberg), affirming the State Constitution and supporting a charter city's "Home Rule" doctrine that provides independence and authority to make and enforce laws within its boundaries.

This Resolution shall take effect from and after the date of its passage and adoption by this Council.

APPROVED AND ADOPTED this 16<sup>th</sup> day of April, 2013.

\_\_\_\_\_  
Virginia R. Gurrola, Mayor

ATTEST:  
John D. Lollis, City Clerk

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

Introduced by ~~Senator~~ *Senators Steinberg and Cannella*

December 3, 2012

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An act to ~~amend~~ *add* Section ~~1724~~ *of 1782* to the Labor Code, relating to public works.

LEGISLATIVE COUNSEL'S DIGEST

SB 7, as amended, Steinberg. Public works: ~~where performed.~~ *charter cities.*

*Existing law requires that, except as specified, not less than the general prevailing rate of per diem wages, determined by the Director of Industrial Relations, be paid to workers employed on public works projects. Existing law defines "public works" to include, among other things, construction, alteration, demolition, installation, or repair work done under contract and paid for, in whole or in part, out of public funds, and street, sewer, or other improvement work done under the direction and supervision or by the authority of any officer or public body of the state, or of any political subdivision or district thereof, whether the political subdivision or district operates under a freeholder's charter or not.*

*This bill would prohibit a charter city from receiving or using state funding or financial assistance for a construction project if the city has a charter provision or ordinance that authorizes a contractor to not comply with prevailing wage provisions on any public works contract. The bill would, except as specified, prohibit a charter city from receiving or using state funding or financial assistance for a construction project for up to 2 calendar years if the city has, after January 1, 2014, awarded a public works contract without requiring the contractor to comply with*

*prevailing wage provisions. This bill would authorize charter cities to receive or use state funding or financial assistance if the city has adopted a local prevailing wage ordinance that includes requirements that are equal to or greater than the state's prevailing wage requirements, as specified. This bill would exclude contracts for projects of \$25,000 or less for construction work, or projects of \$15,000 or less for alteration, demolition, repair, or maintenance work. This bill would require the Director of Industrial Relations to maintain a list of charter cities that may receive and use state funding and financial assistance for their construction projects.*

~~Existing law requires that, except as specified, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, determined by the Director of Industrial Relations, as specified, be paid to workers employed on public works projects. Existing law defines the locality in which a public work is performed as the county in which the public work is done, in cases in which the contract is awarded by the state, and as the limits of the political subdivision on whose behalf the contract is awarded, in other cases.~~

~~This bill would instead define the locality in which a public work is performed as the county in which the public work is done.~~

Vote: majority. Appropriation: no. Fiscal committee: ~~no~~-yes.  
State-mandated local program: no.

*The people of the State of California do enact as follows:*

- 1     SECTION 1. *The Legislature finds and declares all of the*
- 2     *following:*
- 3     (a) *It is a matter of statewide concern that California has an*
- 4     *available workforce of skilled construction workers to efficiently*
- 5     *complete both public and private infrastructure projects, and*
- 6     *maintaining that workforce requires the continual training of new*
- 7     *workers to replace the aging workforce. An in-state workforce of*
- 8     *skilled construction workers who can complete projects in a*
- 9     *streamlined manner benefits the state's economy.*
- 10    (b) *The state's prevailing wage law promotes the creation of a*
- 11    *skilled construction workforce. The requirement that contractors*
- 12    *on public work pay prevailing wages to their employees encourages*
- 13    *contractors to hire the most skilled workers and to invest in their*
- 14    *training. The incentives provided in the prevailing wage law for*

1 *formal apprenticeship training in state-approved programs provide*  
2 *the financial support and on-the-job training opportunities*  
3 *necessary to train the next generation of skilled construction*  
4 *workers.*

5 *(c) The majority of California workers do not have four-year*  
6 *college degrees, and maintaining construction work as an*  
7 *occupation that can provide good jobs to California workers is*  
8 *important to the future of the state.*

9 *(d) The state's prevailing wage law helps to maintain*  
10 *construction work as an occupation that provides middle-class*  
11 *jobs to hundreds of thousands of California workers, enabling the*  
12 *workers to support families and contribute to their communities.*  
13 *The prevailing wage law also provides necessary on-the-job*  
14 *training opportunities for the more than 50,000 apprentices*  
15 *enrolled in state-approved apprenticeship programs in the building*  
16 *and construction trades, enabling the apprentices to graduate from*  
17 *the programs and pursue careers as journey-level workers.*

18 *(e) The state's prevailing wage law applies to construction*  
19 *projects paid for in whole or in part out of public funds, including*  
20 *projects awarded by any county, city, district, public housing*  
21 *authority, public agency of the state, and assessment or*  
22 *improvement districts.*

23 *(f) The California Supreme Court has held that charter cities*  
24 *need not require contractors to comply with the state's prevailing*  
25 *wage law on purely municipal projects. Many charter cities require*  
26 *contractors to comply with the state's prevailing wage law on their*  
27 *municipal projects, but some charter cities do not.*

28 *(g) Charter cities that require compliance with the prevailing*  
29 *wage law on their municipal projects are furthering a state policy*  
30 *that has substantial benefits that go beyond the limits of the city.*  
31 *Many of the workers employed on a municipal project will not live*  
32 *in the city where the project is located, and many apprentices*  
33 *receiving training on municipal projects will pursue careers outside*  
34 *the city.*

35 *(h) The state has limited financial resources to support local*  
36 *construction projects, and it would further state policy to provide*  
37 *financial assistance only to those charter cities that require*  
38 *compliance with the prevailing wage law on all their municipal*  
39 *construction projects. To the extent that requiring compliance with*  
40 *the state's prevailing wage law may raise the cost of municipal*

1 projects for these cities, these cities also would be more in need  
2 of state financial support for their other construction projects.

3 (i) The intent of Section 1782 of the Labor Code is to provide  
4 a financial incentive for charter cities to require contractors on  
5 their municipal construction projects to comply with the state's  
6 prevailing wage law by making these charter cities eligible to  
7 receive and use state funding and financial assistance for their  
8 construction projects.

9 SEC. 2. Section 1782 is added to the Labor Code, to read:

10 1782. (a) A charter city shall not receive or use state funding  
11 or financial assistance for a construction project if the city has a  
12 charter provision or ordinance that authorizes a contractor to not  
13 comply with the provisions of this article on any public works  
14 contract.

15 (b) A charter city shall not receive or use state funding or  
16 financial assistance for a construction project if the city has  
17 awarded, within the current or prior two calendar years, a public  
18 works contract without requiring the contractor to comply with  
19 all of the provisions of this article. This subdivision shall not apply  
20 to contracts awarded prior to January 1, 2014. This subdivision  
21 shall not apply if the charter city's failure to include the prevailing  
22 wage or apprenticeship requirement in a particular contract was  
23 inadvertent and contrary to a city charter provision or ordinance  
24 that otherwise requires compliance with this article.

25 (c) Notwithstanding subdivision (a), a charter city may receive  
26 or use state funding or financial assistance for its construction  
27 projects if the charter city has adopted a local prevailing wage  
28 ordinance that includes requirements that in all respects are equal  
29 to or greater than the requirements imposed by the provisions of  
30 this article and that do not authorize a contractor to not comply  
31 with this article.

32 (d) For purposes of this section, the following shall apply:

33 (1) A public works contract does not include contracts for  
34 projects of twenty-five thousand (\$25,000) dollars or less when  
35 the project is for construction work, or projects of fifteen thousand  
36 (\$15,000) dollars or less when the project is for alteration,  
37 demolition, repair, or maintenance work.

38 (2) A charter city includes any agency of a charter city and any  
39 entity controlled by a charter city whose contracts would be subject  
40 to this article.



1     (3) *State funding and financial assistance includes direct state*  
2 *funding, state loans and loan guarantees, state tax credits, and*  
3 *any other type of state financial support for a construction project.*  
4 *State funding and financial assistance does not include tax*  
5 *revenues that charter cities are entitled to receive without*  
6 *conditions under the California Constitution.*

7     (e) *The Director of Industrial Relations shall maintain a list of*  
8 *charter cities that may receive and use state funding and financial*  
9 *assistance for their construction projects.*

10     ~~SECTION 1. Section 1724 of the Labor Code is amended to~~  
11 ~~read:~~

12     ~~1724. "Locality in which public work is performed" means the~~  
13 ~~county in which the public work is done.~~

March 7, 2013



The Honorable Darrell Steinberg  
President Pro Tempore  
California State Senate  
State Capitol, Room 205  
Sacramento, California 95814

**SUBJECT: SB 7 (STEINBERG) CHARTER CITIES: PUBLIC WORKS: LOCAL DETERMINATION OF WAGE RATES-OPPOSE**

Dear Senator Steinberg:

Porterville regrets that we must OPPOSE your SB 7 (Steinberg/Canella), as amended February 21, 2013, due to the unconstitutional infringement on the "Home Rule" independence of California's 121 charter cities.

As written, SB 7 would prohibit a charter city from receiving or using state funding for any construction project if the charter city elects not to pay state determined prevailing wages. This bill is in direct conflict with the California Supreme Court's decision in State Building and Construction Trades Council v. City of Vista. 54 Cal.4th 547 (2012). Porterville does not believe our common commitment to defend the California Constitution justifies this "head on" challenge to the integrity of the California Supreme Court.

Charter Cities have been exempt from state prevailing wage laws since 1932. Therefore, it was not a novel idea in 2007 for 67 percent of Vista voters to choose to become a charter city to reap the taxpayer savings that comes with a prevailing wage exemption. After the election, the Vista City Council then passed an ordinance exercising its right to build its municipal projects without prevailing wage. Seeking an opportunity to change 80 years of constitutional precedents, the State Building Trades filed suit to stop Vista's ordinance. The State Building Trades lost this argument at the trial court, the appellate court, and at the California Supreme Court.

In Vista, the California Supreme Court firmly upheld the right of charter cities to determine whether they should pay prevailing wages when contracting for public works projects paid for with local funds. Essentially, the Court made a legal determination that the constitutional protections afforded to charter cities were still viable and that local projects built with local funds are not subject to prevailing wage. Whether a charter city pays prevailing wage with local funds is up to each city and not the Legislature.

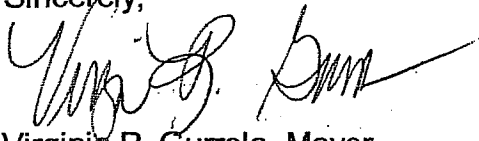
SB 7 is also based on the constitutionally rejected theory that the state can "punish" a charter city for exercising its independent right. In short this theory says, "we admit a charter city has this right, but we will punish that city if it exercises that right." That theory was rejected by the

California Supreme Court in Sonoma County Organization of Public Employees v. County of Sonoma 23 Cal. 3d 296 (1979) because the Court said the Legislature cannot cut off funds to a charter city for a constitutionally permitted action. It is axiomatic that the power to punish is the power to regulate. Put more simply, if the state cannot regulate a constitutionally permitted action, it cannot "de-fund" a city for taking that that action.

We oppose SB7 because under our state Constitution each charter city has the authority to determine what is in the best interests of its citizens. This authority extends to a wide variety of local issues, including whether to reform, amend or repeal the prevailing wages under a city's jurisdiction based on the local economics of its community. It is the city's right to do so. SB7 is an attack on the ability of local elected officials and voters to decide issues of local importance, especially those involving local finances.

If you have any questions or require clarification, please contact me at 559-782-7466.

Sincerely,



Virginia R. Gurrola, Mayor  
City of Porterville



SUBJECT: PORTERVILLE COLLEGE "STEP UP" PARTNERSHIP PROPOSAL FOR SPONSORSHIP OF "COLLEGE 4 KIDS SUMMER CAMP"

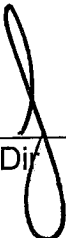
SOURCE: Administration


COMMENT: Porterville College has submitted a proposal to both the City of Porterville and Porterville Unified School District in a request to partner with the college in sponsorship of its upcoming "College 4 Kids Summer Camp", scheduled for June 3-7, 2013, to be conducted at Porterville College. Given the emphasis this past year in sponsoring "Step Up" neighborhood outreach events in the Doree Street/Doyle Elementary School area, the college has proposed the targeting of twenty (20) students in the Fourth (4<sup>th</sup>) through Sixth (6<sup>th</sup>) Grades that reside in this area, who attend either Doyle or Los Robles Elementary Schools. The college has provided an estimated sponsorship share of \$3,000 in supporting the participation of these area students in the week-long educational camp. Should the City Council decide to partner in sponsoring this event, the Council may consider utilizing either its Special Purposes Fund (\$100,000) and/or Indian Gaming Local Community Benefit "Step Up/HCZ" funds (\$13,000).


In consideration of student transportation, the college is in conversation with the County of Tulare in securing a "Step Up" Loop Bus route to support the estimated one hundred Fourth (4<sup>th</sup>) through Ninth (9<sup>th</sup>) Grade students participating in the camp.

RECOMMENDATION: That the City Council consider the partnership proposal from Porterville College for sponsorship of the upcoming "College 4 Kids Summer Camp".

ATTACHMENT: 1. "Step Up" Partnership Proposal  
2. "College 4 Kids" Parent & Student Handbook

  
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Approp./  
Funded

  
CM

Item No. 19

  
**PORTERVILLE COLLEGE**  
**STEP UP PARTNERSHIP PROPOSAL**

Porterville College strives to develop a partnership with the City of Porterville to provide twenty (20) targeted 4th -6th students at Doyle & Los Robles Elementary Schools access to a summer educational enrichment program. The College 4 Kids Summer Camp will offer these students a multifaceted approach to understanding potential career pathway opportunities. The one week summer enrichment courses will focus on introducing students to industry sectors and/or career technical education (CTE) education programs with a primary emphasis on career planning and academic skill enhancement. These courses will integrate rigorous academic instruction with a demanding technical curriculum aligned with Porterville Unified School District's high school pathway programs.

**COSTS ASSOCIATED: ESTIMATE\***

1. 4-6 Grade Student Registration Fee (20 students)	\$1,000
2. Advertising & Reprographics	500
3. Student T-shirts & materials	1,000
4. Adult volunteer meals	500
Approximate Total Cost	\$3,000

**Brief narrative about community services required to improve student success**

To address potential community barriers, it is proposed that the City of Porterville collaborate with Porterville Unified School District to submit the Step Up LOOP Bus application ([www.stepuptc.com/index.cfm/loop-bus/](http://www.stepuptc.com/index.cfm/loop-bus/)) for free student transportation to and from Porterville College. The LOOP Bus provides at-risk youth with free transportation to free activities that connect them to mentoring and gang prevention programs throughout Tulare County. Additionally, Porterville College will have a mandatory camp information session at Doyle Elementary in late May for the parents of the 20 targeted students.

**Brief description of the objectives for the proposal**

The growth of youth gangs over the past few decades is a major cause for concern. The U.S. Department of Justice - Office of Juvenile Justice and Delinquency Prevention (OJJDP) promotes Dr. Irving Spergel's Comprehensive Gang Model as a communitywide prevention response to gangs. The "Spergel Model" encourages the community to create linkages that facilitate access to academic opportunities. Studies show that educational enrichment programs should be the primary approach to provide life skills that empower youth and reduce gang activity. In contrast to suppression and intervention programs, broad based academic prevention strategies assist children and youth that are not active gang members.

  
**PORTERVILLE COLLEGE**  
**COLLEGE 4 KIDS SUMMER CAMP 2013**

**Brief description of the activities to be delivered or conducted**

Summer enrichment programs are increasingly used by postsecondary institutions concerned with ensuring that students—particularly first-generation college attendees and traditionally underrepresented students—enter college prepared to succeed. Porterville College is offering a fee based summer camp that includes breakfast and lunch. The College 4 Kids Summer Camp courses and program are designed to provide a quality precollege learning experience. Participants will learn about various industry sectors, including career technical education (CTE) education programs. This outreach experience should promote respect for originality, openness to new perspectives, and innovative career choices. This summer camp will include rigorous academics, demonstrations, and discussions. Additionally, the CTE education advisors will embed counseling in the curriculum to increase participants' college knowledge, interest, and motivation.

**Course Descriptions**

**Young Entrepreneurship: Show Me The Money (Instructor Kailani Knutson)**

Experience the process, step by step, of starting and running your own business. Learn how to build a business by planning, manufacturing and selling a product. As a class, students choose, create, and market a product. The Career Choices book will be incorporated into the curriculum.

**Mysterious Math (Instructor Terry Crewse)**

Unravel mysterious math problems, magic squares, and magic paper! Learn how to dazzle your friends, fool your parents and stump your teachers. Use algebra and geometry to solve problems. Be introduced to other fields of mathematics. Develop critical thinking and creative problem solving skills through math exploration. The Career Choices Lifestyle Math workbook will be incorporated into the curriculum.

**Zumba (Instructor Natalie Torres)**

The class provides high-energy wellness fitness packed with specially choreographed routines to hip-hop music. Classes increase focus, boost metabolism and improve coordination.

**Mugs and Rugs (Instructor Mark Eaton)**

Students will learn hand-building techniques, such as coiling and pinching pots, making objects with slabs, using an extruder and, best of all, learn how to throw on the real potter's wheel! Participants also will learn quick and easy methods to make a rag rug.

**CTE Career Exploration**

Explore various career options and discover how they can benefit you in your future.

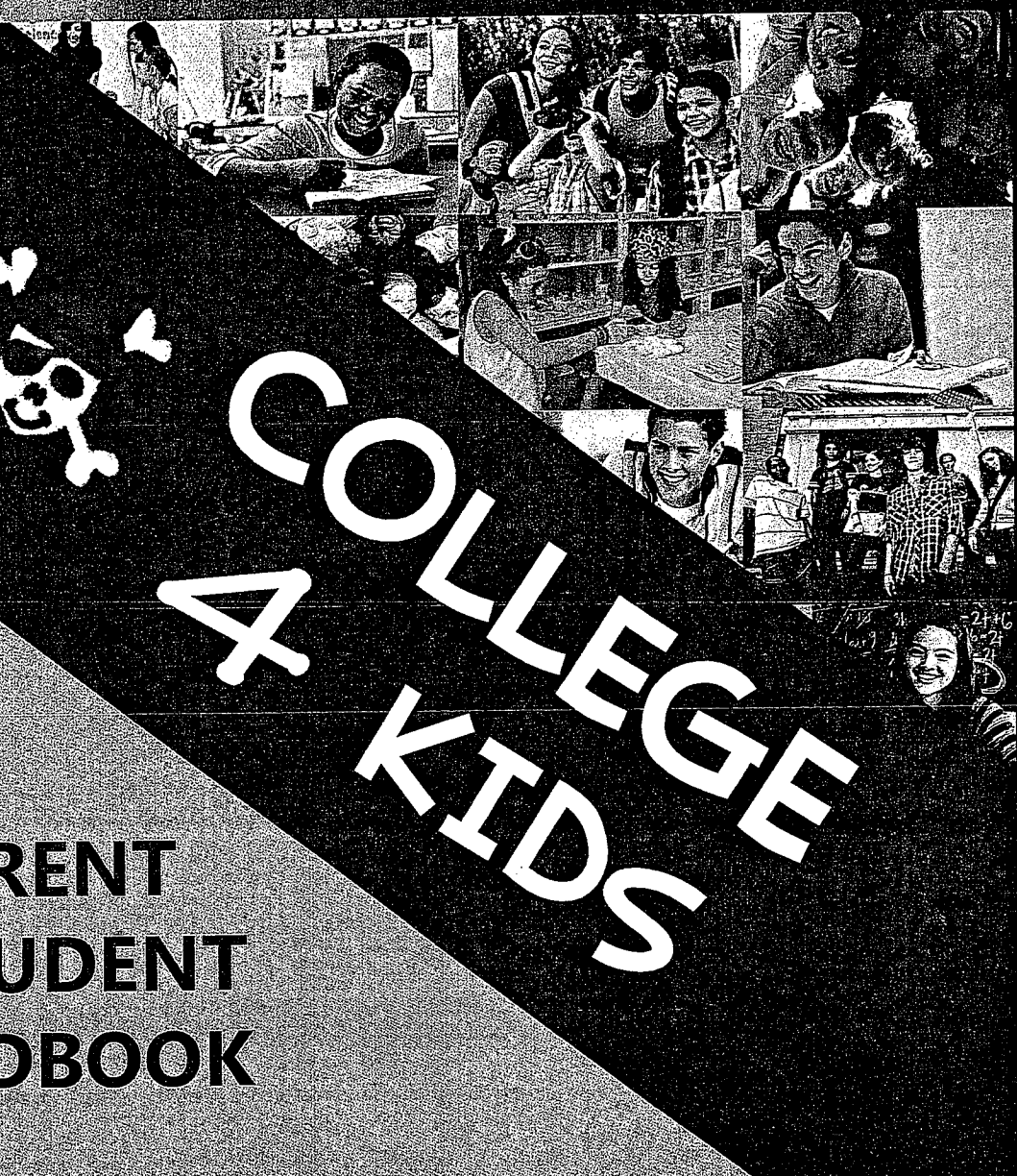
ORIENTATION IS MAY 30, 5-10 P.M. PLEASE  
PRIOR REGISTRATION REQUIRED. REGISTRATION ORIENTATION



# 4 COLLEGE KIDS

**PARENT  
& STUDENT  
HANDBOOK**

**JUNE 3-7, 2013  
PORTERVILLE COLLEGE**





**COLLEGE 4 KIDS SUMMER CAMP REGISTRATION CHECKLIST**

**TO PARTICIPATE IN THE COLLEGE 4 KIDS SUMMER CAMP STUDENTS  
MUST BE ENTERING 4TH - 9TH GRADE IN FALL OF 2013.  
ALL FORMS AND PAYMENT MUST BE RECEIVED BY THE BUSINESS OFFICE IN  
ORDER TO COMPLETE YOUR REGISTRATION AND GUARANTEE PLACEMENT.**

- Step 1**      **Read the Parent/Student Handbook:**
  - Read the terms with your student. Become familiar with policies such as rules and refund policies.
  
- Step 2**      **Fill out the following forms:**
  - Registration Form
  - Health/Emergency Contact Form
  - Consent, On-Camera Release and Waiver of Liability
  
- Step 3**      **Register:**
  - Submit all forms to Porterville College- Business Office (Room AC-102)
  - Pay fees

**\*Registration is not confirmed until all forms and payment has been recorded in the Business Office and a receipt has been issued. (Make check payable to Porterville College)**

- Step 4**      **Attend Mandatory Orientation:**  
May 30, 2013 at 5:30pm in the Porterville College Gym

**PORTERVILLE COLLEGE- BUSINESS OFFICE HOURS:  
MONDAY-FRIDAY: 8:00AM TO 5:00PM  
FRIDAY: 8:00AM TO 12:00PM  
PH: 559-791-2492**

**ADDRESS:  
100 E. COLLEGE AVE  
PORTERVILLE, CA 93257**





# COLLEGE 4 KIDS

JUNE 3-7

## HIGH & MIDDLE SCHOOL STUDENTS

- **Become a Math STAR** - Learn reasoning skills to solve practical problems and strategies to help on test day. Expect to review the basic formulas and computational skills including pre-algebra, elementary algebra and geometry. Students will also review and study questions from the California Standardized Testing and Reporting (STAR) math test.
- **Earth, Wind, and Solar Power** - Activities are designed to help students better understand energy and the environment. Students are educated in the science and ecology of renewable energy.
- **Biz & Entrepreneurship** - Show Me The Money- Experience the process of starting and running your own business. Learn how to build a business by planning, manufacturing and selling a product. Students choose, create, and market a product.
- **CSI - Unsolved Mysteries** - Super sleuths have the opportunity to solve a "Mystery" using logical thinking skills and deductive reasoning. Spend the class following and untangling the clues. Study the book Theodore Boone: "The Accused" by John Grisham. WANTED: High and Middle School Individuals who love a good mystery!
- **Learning from the Land** -This course will focus on hands-on experiential science activities that will give students the opportunity to develop a deeper understanding of local ecology through exploration and investigation. The discussions, active learning, and virtual field trips will assist students identify and understand elements of each ecosystem (plant life, soils, water, insects, and animal life) as well as their interactions in the web of life. Through daily exercises in observation and documentation of their experiences in a journal or field notebook, students will learn valuable skills needed to succeed in science, as well as develop effective visual and written communication.

## ELEMENTARY SCHOOL STUDENTS

- **Zumba for Kids** -This class provides high-energy fitness packed with specially choreographed routines to hip-hop music. Classes increase focus, boost metabolism and improve coordination.
- **Mugs and Rugs** - All fired up and ready to throw mud and paint! Discover the artist inside you. Explore ceramic techniques including hand building, wheel throwing and painting/printing techniques. Participants also will learn quick and easy methods to make a rag rug.
- **Mysterious Math**- Unravel mysterious math problems, magic squares, and magic paper! Learn how to dazzle your friends, fool your parents and stump your teachers. Students will develop critical thinking and creative problem solving skills through math exploration. Also, the class will be introduced to the fields of mathematics.
- **Young Entrepreneurs**- The goal is for entrepreneurship to be a word every student understands, appreciates, and practices. Students will learn basic business vocabulary, marketing practices, customer service, record keeping, networking, problem solving and ethical business practices.
- **CTE Career Exploration**- Explore various career option and discover how they can benefit you in your future.
- **Native American (Pow-Wow) Dancing**- Participate in an interactive Native American dance style.





HIGH SCHOOL & MIDDLE SCHOOL STUDENTS: 7TH-9TH GRADES - 25 STUDENTS PER GROUP

**RED GROUP**

7:30AM-8:00 a.m. - Breakfast provided by PUSD Nutrition Program

Location: Gym

**Time:**

**Location:**

**Class:**

8:00 - 8:50 a.m.

Commons B

**BECOME A MATH STAR**

Learn reasoning skills to solve practical problems and strategies to help on test day. Expect to review the basic formulas and computational skills including pre-algebra, elementary algebra and geometry. Students will also review and study questions from the California Standardized Testing and Reporting (STAR) math test.

9:00 - 9:50 a.m.

TI-3

**EARTH, WIND, AND SOLAR POWER**

Activities are designed to help students better understand energy and the environment. Students are educated in the science and ecology of renewable energy.

10:00 - 10:50 a.m.

CT-1304

**BIZ & ENTREPRENEURSHIP**

Show Me The Money-Experience the process of starting and running your own business. Learn how to build a business by planning, manufacturing and selling a product. Students choose, create, and market a product.

11:00 - 11:50 a.m.

CT-1301

**CSI - UNSOLVED MYSTERIES**

Super sleuths have the opportunity to solve a "Mystery" using logical thinking skills and deductive reasoning. Spend the class following and untangling the clues. Study the book Theodore Boone: "The Accused" by John Grisham. WANTED: High and Middle School Individuals who love a good mystery!

12:00 noon - 12:30 p.m.

Quad

**LUNCH- PUSD NUTRITION PROGRAM**

12:40 - 1:30 p.m.

CT-1308

**LEARNING FROM THE LAND**

This course will focus on hands-on experiential science activities that will give students the opportunity to develop a deeper understanding of local ecology through exploration and investigation. The discussions, active learning, and virtual field trips will assist students identify and understand elements of each ecosystem (plant life, soils, water, insects, and animal life) as well as their interactions in the web of life. Through daily exercises in observation and documentation of their experiences in a journal or field notebook, students will learn valuable skills needed to succeed in science, as well as develop effective visual and written communication.

\* Classes are subject to change



HIGH SCHOOL & MIDDLE SCHOOL STUDENTS: 7TH-9TH GRADES - 25 STUDENTS PER GROUP

**BLUE GROUP**

7:30AM-8:00 a.m. - Breakfast provided by PUSD Nutrition Program      Location: Gym

**Time:** 8:00 - 8:50 a.m.      **Location:** TI-3      **Class:** EARTH, WIND, AND SOLAR POWER

Activities are designed to help students better understand energy and the environment. Students are educated in the science and ecology of renewable energy.

9:00 - 9:50 a.m.      CT-1304      **BIZ & ENTREPRENEURSHIP**

Show Me The Money-Experience the process of starting and running your own business. Learn how to build a business by planning, manufacturing and selling a product. Students choose, create, and market a product.

10:00 - 10:50 a.m.      CT-1308      **LEARNING FROM THE LAND**

This course will focus on hands-on experiential science activities that will give students the opportunity to develop a deeper understanding of local ecology through exploration and investigation. The discussions, active learning, and virtual field trips will assist students identify and understand elements of each ecosystem (plant life, soils, water, insects, and animal life) as well as their interactions in the web of life. Through daily exercises in observation and documentation of their experiences in a journal or field notebook, students will learn valuable skills needed to succeed in science, as well as develop effective visual and written communication.

11:00 - 11:50 a.m.      Commoms B      **BECOME A MATH STAR**

Learn reasoning skills to solve practical problems and strategies to help on test day. Expect to review the basic formulas and computational skills including pre-algebra, elementary algebra and geometry. Students will also review and study questions from the California Standardized Testing and Reporting (STAR) math test.

12:00 noon - 12:30 p.m.      Quad      **LUNCH- PUSD NUTRITION PROGRAM**

12:40 - 1:30 p.m.      CT-1301      **CSI - UNSOLVED MYSTERIES**

Super sleuths have the opportunity to solve a "Mystery" using logical thinking skills and deductive reasoning. Spend the class following and untangling the clues. Study the book Theodore Boone: "The Accused" by John Grisham. **WANTED:** High and Middle School Individuals who love a good mystery!

\* Classes are subject to change



ELEMENTARY SCHOOL STUDENTS: 4TH-6TH GRADES - 25 STUDENTS PER GROUP

**GREEN GROUP**

7:30AM-8:00 a.m. - Breakfast provided by PUSD Nutrition Program      Location: Gym

**Time:** 8:00 - 8:50 a.m.      **Location:** FA-104      **Class:** MUGS AND RUGS

All fired up and ready to throw mud and paint! Discover the artist inside you. Explore ceramic techniques including hand building, wheel throwing and painting/printing techniques. Participants also will learn quick and easy methods to make a rag rug.

9:00 - 9:50 a.m.      CT-1303      **MYSTERIOUS MATH**

Unravel mysterious math problems, magic squares, and magic paper! Learn how to dazzle your friends, fool your parents and stump your teachers. Students will develop critical thinking and creative problem solving skills through math exploration. Also, the class will be introduced to the fields of mathematics.

10:00 - 10:50 a.m.      FIT-744      **ZUMBA FOR KIDS (T/TH/F)**

This class provides high-energy fitness packed with specially choreographed routines to hip-hop music. Classes increase focus, boost metabolism and improve coordination.

**NATIVE AMERICAN (POW-WOW) DANCING (M,W)**

Participate in an interactive Native American dance style.

11:00 a.m.-11:30AM      Quad      **LUNCH- PUSD NUTRITION PROGRAM**

11:40PM-12:30PM      LRC-512      **YOUNG ENTREPRENEURS**

The goal is for entrepreneurship to be a word every student understands, appreciates, and practices. Students will learn basic business vocabulary, marketing practices, customer service, record keeping, networking, problem solving and ethical business practices.

12:40PM-1:30PM      AC-105      **CTE CAREER EXPLORATION**

Explore various career options and discover how they can benefit you in the future.

\* Classes are subject to change



**ELEMENTARY SCHOOL STUDENTS: 4TH-6TH GRADES - 25 STUDENTS PER GROUP**

**YELLOW GROUP**

7:30AM-8:00 a.m. - Breakfast provided by PUSD Nutrition Program      Location: Gym

<b>Time:</b>	<b>Location:</b>	<b>Class:</b>
8:00 - 8:50 a.m.	LRC-512	<b>YOUNG ENTREPRENEURS</b>

The goal is for entrepreneurship to be a word every student understands, appreciates, and practices. Students will learn basic business vocabulary, marketing practices, customer service, record keeping, networking, problem solving and ethical business practices.

9:00 - 9:50 a.m.	FA-104	<b>MUGS AND RUGS</b>
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All fired up and ready to throw mud and paint! Discover the artist inside you. Explore ceramic techniques including hand building, wheel throwing and painting/printing techniques. Participants also will learn quick and easy methods to make a rag rug.

10:00 - 10:50 a.m.	CT-1303	<b>MYSTERIOUS MATH</b>
--------------------	---------	------------------------

Unravel mysterious math problems, magic squares, and magic paper! Learn how to dazzle your friends, fool your parents and stump your teachers. Students will develop critical thinking and creative problem solving skills through math exploration. Also, the class will be introduced to the fields of mathematics.

11:00 a.m.-11:30AM	Quad	<b>LUNCH- PUSD NUTRITION PROGRAM</b>
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11:40PM-12:30PM	FIT-744	<b>ZUMBA FOR KIDS (T/TH/F)</b>
-----------------	---------	--------------------------------

This class provides high-energy fitness packed with specially choreographed routines to hip-hop music. Classes increase focus, boost metabolism and improve coordination.

**NATIVE AMERICAN (POW-WOW) DANCING (M,W)**

Participate in an interactive Native American dance style.

12:40PM-1:30PM	AC-105	<b>CTE CAREER EXPLORATION</b>
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Explore various career option and discover how they can benefit you in the future.

\* Classes are subject to change



## IMPORTANT INFORMATION

### REGISTRATION:

Porterville College-Business Office (Room AC-102)  
100 E. College Ave  
Porterville, CA 93257  
559-791-2492

\*Registration is not confirmed until all forms and payment has been recorded in the Business Office and a receipt has been issued. (Make check payable to Porterville College)

### DATES & TIMES:

Monday, June 3, 2013- Friday, June 7, 2013.  
7:30am-1:30pm for all students.

### COST:

Pay \$50 per person for the camp (includes T-shirt and materials)

### ORIENTATION:

**Mandatory** camp orientation will be held for students and parents on May 30, 2013 at 5:30pm in the gym. Please arrive promptly!

### INFORMATION:

Camp information will be provided upon registration and distributed on May 30, 2013 at orientation. Be sure to review the information so that the first day of camp goes smoothly for you and your child.

### DROP-OFF:

#### Camps held on campus:

All campers will gather in the college's gym each morning at 7:30 for breakfast. Parents/Guardian must sign their student in at drop-off. Students will

be escorted to their classroom by their teacher or a camp volunteer.

Do not drop your child off without signing them in. **We cannot supervise your child before 7:30am.**

### PICK-UP:

Sign your child out before leaving campus. Pick campers up from the front of the gym by 1:45pm. It is important that your child is picked up promptly.

If your child needs to be picked up early, please visit the Information Desk in the Academic Center or call (559) 791-2200.

### BREAKFAST & LUNCH:

- Breakfast will be served at 7:30am for all campers.
- Lunch will be served at 11:00am for elementary campers
- Lunch will be served at 12:00 for middle/high campers

\*Breakfast and lunch will be provided by PUSD. Menu will be available at orientation.

### REFUNDS

- If your child cannot attend the camp and the college is notified in writing (to the Business Office AC102) at least 10 business days before it begins, we will issue a full refund.
- For notification with less than ten business days, we will be happy to provide a refund less the \$10 camp fees which cover the cost of pre-purchased material.
- No refunds are given once a camp begins.
- The college reserves the right to change class curriculum, due to instructor participation. In the event that the camp is cancelled, due to low enrollment or other circumstances beyond our control, a full refund will be issued.



PORTERVILLE COLLEGE  
100 East College Avenue, Porterville, CA 93257  
Phone (559) 791-2492, or (559) 791-2282 FAX (559) 791-2488

COLLEGE 4 KIDS SUMMER CAMP REGISTRATION, JUNE 3-7, 2013

**Location:** Porterville College  
**Hours:** 8:00AM to 1:30PM

**\*\*Breakfast available daily at 7:30AM-7:50AM**

**Days:** Monday through Friday

**Check one:**  
 Elementary: 4th-6th grades  
 Middle/High: 7th-9th grades

**Cost:** \$50.00 per week per person  
Includes: T-shirt, breakfast, lunch, and all experiment materials.

**T-shirt size check one:**

Adult S  
 Adult M  
 Adult L

**Payment:** Check Cash  
(Student Name—Please Print)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City) (Zip Code)

\_\_\_\_\_  
(School) (Grade Next Year)  
(Age)

\_\_\_\_\_  
(Parent/Guardian Name) (Contact Phone)

I understand that no matter how carefully young children are supervised certain risk is involved; therefore, I accept full responsibility for that risk and hereby release Porterville College and related assigns from any liability arising from my child's participation in College 4 Kids Summer Camp activities for which I have registered my child.

\_\_\_\_\_  
(Parent/Guardian Release Signature Required) Date

Registration is not complete until payment has been recorded in the Business Office and a receipt has been issued. Porterville College reserves the right to change curriculum or cancel the camp.





## PARENT FORM FOR MEDIA/ ON-CAMERA RELEASE AND WAIVER OF LIABILITY

This is a legally binding Consent, On Camera Release and Waiver of Liability made voluntarily by me, the undersigned Releasor, on my behalf, and on behalf of my heirs, executors, administrators, legal representatives and assigns ("I," "Me," "Undersigned," "Releasor") to the Kern Community College District, its Board of Trustees and its members individually, its officers, executives, directors, faculty, staff, administrators, employees, agents, and representatives of any, including with respect to each of its campuses and educational centers (hereinafter "District").

I have agreed to participate in the production of a promotional television program/video/film ("Program") being produced by the District. For good and valuable consideration the receipt of which is hereby acknowledged, I hereby grant to the District the following rights and agree as follows:

1. **PERMISSION TO USE NAME AND LIKENESS.** I hereby consent to the recording, use and reuse of my name, likeness, voice, personality and image (collectively "Likeness") by District and any television network, channel or station broadcasting, licensing or otherwise distributing the Program, and each of their respective assigns, successors, parent, affiliated and subsidiary companies and their respective licensees and advertisers (collectively "District and Distribution Entities"), in and in connection with the Program and the production, broadcast, distribution, exhibition, advertising, marketing and promotion of the Program and merchandising related thereto, and in advertising and promotion for any of District and Distribution Entities.
2. **RESTRICTION ON PUBLICITY.** I understand and agree that all publicity in connection with the Program is under the sole control of the District and Distribution Entities and their licensees. Except as specifically provided herein or as otherwise authorized in advance in writing by District, I will not myself, or authorize others to, (a) publicize, advertise or promote my appearance on the Program by any means whatsoever, including without limitation the Internet, radio, television or print media, (b) receive or generate any monetary advantage from my appearance on the Program, or (c) use or disclose to any party any confidential information or trade secrets obtained or learned as a result of my participation in the Program. For the purposes hereof, "confidential information" shall include without limitation information regarding the Program. I recognize that a breach by me of this paragraph would cause District and Distribution Entities irreparable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law, and, therefore, I hereby expressly agree that District and Distribution Entities shall be entitled to injunctive and other equitable relief, without posting any bond, to prevent and/or cure any breach or threatened breach of this paragraph by me. In addition, I agree that in the event of such disclosure in violation of this release, District and Distribution Entities shall have the right to seek, among other things, (a) recovery or disgorgement of the monies or other consideration received in connection with such disclosure, if any, and (b) recovery of District and Distribution Entities' attorneys' fees incurred to enforce this paragraph.
3. **PERFORMANCE INTERVIEW RELEASE.** I hereby grant District and Distribution Entities and each of them the irrevocable and perpetual right and license to make video and/or sound recordings of me and my appearance on the Program, any and all performances, poses, compositions, stories (whether factual or fictional), songs, statements, or actions made by me, whether written, spoken, sung, or otherwise expressed by me, or information given by me whether in any interview or otherwise (collectively "my Performance"), and to use these photographs, films, tapes and video and sound recordings (collectively "Recordings"), as well as my Likeness and/or any portion thereof, regardless of whether or not I am recognizable, in and in connection with the Program, including, without limitation, the production, distribution, exhibition, publishing, or other exploitation of the Program, in whole or in part, and in advertising, promotion, marketing, merchandising, and publicity for the Program and/or for any of the District and Distribution Entities (collectively, the "Advertisements") throughout the universe, in any and all media, manners and formats now known or hereafter devised. I acknowledge that the Recordings may be made by way of open or hidden microphones and/or cameras. The

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**PARENT FORM FOR MEDIA/ ON-CAMERA RELEASE AND WAIVER OF LIABILITY (PAGE 2)**

Program or any part thereof (including without limitation my Likeness and/or Performance) can be edited, cut, added to, adapted, dubbed, modified and/or rearranged at District's sole and absolute discretion. Without limiting the foregoing, I acknowledge that District may juxtapose any part of the Recordings with any other part of the Recordings in the Program, and alter the sequence of events or of any questions posed and/or answers given in the Recordings and the Program. I hereby waive unconditionally and irrevocably the benefit of any provision of law known as "moral rights" or similar laws now or hereafter prevailing in any part of the world.

4. **OWNERSHIP OF MATERIALS.** The Recordings and all contents thereof shall be owned entirely by District, and my contribution to the Recordings is specially ordered by District as a contribution to an audiovisual work as a work made for hire for District and District shall own all rights of every kind (including, without limitation, all copyrights therein and all renewals, extensions and restorations of said copyrights) in such materials in any and all manners, formats and media now known or hereafter devised throughout the universe in perpetuity whether or not in connection with the Program. District is not obligated to use my Likeness or Performance in any way or include my Likeness or Performance in the Program. All rights of every kind in the Recordings in any and all manners, formats and media now known or hereafter devised shall be solely owned throughout the universe in perpetuity by District.

5. **NO COMPENSATION.** I understand and acknowledge that my appearance on the Program and in the Advertisements does not fall under the jurisdiction of any union and/or guild agreements. My appearance and participation in any aspect of the Program is not a performance, and I am not portraying any role or part or taking direction as a performer, but am appearing as myself. My appearance on the Program is as a non-performer only, and is not employment, and does not entitle me to wages, salary or other compensation under any collective bargaining agreement or otherwise. Nothing herein contained shall be deemed to constitute an employment relationship, joint venture or partnership between me and District, nor shall I be deemed District's agent or representative for any purpose.

6. **RELEASE OF CLAIMS; INDEMNITY.** I and my representatives, heirs, successors and assigns hereby absolutely, unconditionally and forever release and discharge the District and Distribution Entities, all other persons and entities connected with the Program, and each of their respective present, future and former officers, directors, agents, representatives, attorneys, employees, successors, assignees, and licensees, (collectively the "Released Parties") from any and all claims, actions, causes of action, proceedings, suits, awards, judgments, damages, liabilities, losses, costs and expenses of any kind (including, without limitation, reasonable attorneys' fees) arising out of, resulting from, or by reason of, the use of my Likeness and Performance and my participation on or in connection with the Program (including without limitation personal injury, emotional distress, invasion of rights of privacy and/or publicity, and/or defamation). I agree to defend, indemnify and hold harmless the Released Parties and each of them, from any and all liabilities, claims, actions, causes of action, proceedings, suits, judgments, awards, damages, expenses, losses and costs of any kind (including, without limitation, reasonable attorneys' fees) caused by or arising out of my participation in the Program (including without limitation claims arising from statements I make on the Program).

7. **MISCELLANEOUS.** I represent and warrant that I have had the opportunity to review this release before signing it. Any waiver of any term of this release in a particular instance shall not be a waiver of such term for the future. In no event will I be entitled to rescind this agreement or to seek injunctive or any other equitable relief, or to interfere in any way with the production, distribution or other exploitation of the Program. I agree that the invalidity or unenforceability of any part of this release shall in no way affect the validity or enforceability of any of the remainder of this release. This release constitutes the entire agreement and understanding between me and District concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed agreements and agreements, written and oral, relating thereto.

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**PARENT FORM FOR MEDIA/ ON-CAMERA RELEASE AND WAIVER OF LIABILITY (PAGE 3)**

I understand that this release cannot be changed or terminated except by a written instrument signed by District and me. This release and the rights hereunder may be freely assigned by District. This release shall be governed by the laws of the State of California without regard to its conflicts of law rules.

Student Name—Please Print

Date

\_\_\_\_\_

Address

\_\_\_\_\_

City)

State, Zip Code

Date of Birth

\_\_\_\_\_

Signature

Contact Phone

**PARENTAL CONSENT (if signatory is a minor)**

I represent and warrant that I am the parent and/or legal guardian of the minor ("Minor") whose name appears above, I acknowledge that I have read the foregoing Consent and Waiver and am familiar with each and all of the terms contained therein, I am satisfied that the Consent and Waiver is fair and equitable, and I hereby give my express consent to its execution by my child/ward and will not revoke my consent at any time. I hereby fully and unconditionally guarantee the performance the Minor's obligations as set forth in the above Consent and Waiver.

Name of Parent or Guardian

Date

\_\_\_\_\_

Relationship to Minor

\_\_\_\_\_

Address

\_\_\_\_\_

City)

State, Zip Code

Date of Birth

\_\_\_\_\_

Signature of Parent or Guardian

Date





**COLLEGE 4 KIDS - HEALTH AND EMERGENCY CONTACT FORM**

This form must be completed for each child and received in the Porterville College Business Office at the time of registration.

**Contact Information**

Child's Full Name: \_\_\_\_\_ Child's Date of Birth: \_\_\_\_\_

My child is registered for the following group:  Elementary 4th-6th grades  Middle/High 7th-9th grades

Mother/Guardian Name: \_\_\_\_\_

Phone: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

E-mail: \_\_\_\_\_

Father/Guardian Name: \_\_\_\_\_

Phone: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

E-mail: \_\_\_\_\_

Name(s) of Authorized Adult(s) picking up the student:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**In an emergency contact:**

Name: \_\_\_\_\_ Relation to Child : \_\_\_\_\_

Phone: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

Relation to Child : \_\_\_\_\_

Name: \_\_\_\_\_ Relation to Child : \_\_\_\_\_

Phone: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

Relation to Child : \_\_\_\_\_

**Health Information**

Please provide any additional information that would be useful for a teacher or nurse to know.

\_\_\_\_\_  
\_\_\_\_\_

Please tell us what medications your child is currently taking.

\_\_\_\_\_

**Please note: No medication will be administered to your child by volunteer, staff, teacher, or nurse.**

**I certify the above information to be true and correct to the best of my knowledge and I take responsibility for my child's compliance with the appropriate student behavior.**

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

**PARENTAL PERMISSION FOR MEDICAL SERVICES**

(Required for any student less than 18 years of age)

I, \_\_\_\_\_ hereby give my permission for my  
*(Printed name of Parent or Guardian)*

Permission for my son/daughter \_\_\_\_\_ to receive medical  
*(Printed name of Student)*

Treatment at Porterville College Student Health & Wellness Center.

Please describe your child's special medical needs (if any): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*(Signature of Parent or Guardian)* *(Date)*

\_\_\_\_\_  
*Street Address* *City* *State* *Zip Code*

\_\_\_\_\_  
*(Contact Number)*