

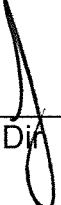
SUBJECT: PROVISION OF WATER AND SERVICE DELIVERY TO EAST PORTERVILLE RESIDENTS


SOURCE: Administration

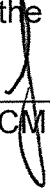
COMMENT: At its meeting on August 5th, the City Council was provided a report on drought-affected locations in the Porterville area, both within and outside city limits. Indications are that the area most affected by the drought is East Porterville, located outside city limits and defined generally as the area north of Highway 190, bounded to the west by Plano Street and the east by Doyle Street. Likely the most affected area in the county, it is estimated that dozens if not hundreds of private wells have run dry, leaving hundreds if not thousands of county residents without running water, resulting in significant risks to the health and sanitary conditions of those residents.

As was further reported at the meeting, in an effort to assist these residents in providing a non-potable source of residential water, representatives of the Porterville Area Coordinating Council (a local non-profit community organization that serves and assists local residents in time of need, i.e., clothing, food, housing, utilities, etc.) were attempting to secure a supply source of 300 gallon plastic storage tanks. It was proposed that the tanks would be filled with City water purchased by the Coordinating Council, through a method of delivery and on a recurring basis to be determined. The County of Tulare has located a 5,000 gallon tank for non-potable water at its Doyle Colony Fire Station in East Porterville, which the County is purchasing water from the City and in turn making the water available to the public to fill private storage containers.

At the time of this writing, the Coordinating Council had secured ten tanks that are located at selected residences in East Porterville, and on Wednesday, August 13th, a City water truck was utilized to deliver 2,500 gallons of water purchased by the Coordinating Council. Given the water service cannot be certified as potable, and therefore may only be used for non-potable purposes (bathing, clothes washing, toilet flushing, etc.), each resident receiving the water delivery has signed an indemnification agreement with the Coordinating Council in providing the storage tank and purchasing the City's water, and the Coordinating Council has executed an indemnification agreement with the City in providing the water upon purchase (attached).


Dir


App/Fund
AFD


CM

Item No. 17

City staff estimates that it takes approximately two hours to make complete delivery service of water to ten of the storage tanks, at an approximate cost of \$62 per hour. As it is the Coordinating Council's objective to secure and locate at least 200 of the storage tanks within the next month, and each tank will likely require refilling on likely a weekly basis, it is estimated that the monthly expense of the City providing the water delivery to 200 storage tanks would be approximately \$10,000 per month (\$50 per tank), though it is likely efficiencies of scale can be developed as more tanks are located and thus reduce the overall delivery expense.

Although most if not all of the affected residents would meet qualifying income guidelines for assistance, there is currently no Federal or State emergency drought funding to support residents whose private wells have run dry, as funding has been restricted to either private water systems (defined as at least 15 service connections or regularly serving at least 25 individuals) or evidence of contamination. In addition, the County of Tulare has not indicated a willingness to provide any additional assistance to the residents beyond providing the Fire Station tank. Accordingly, the Coordinating Council is beginning an outreach program to local service clubs and the general public to solicit donations in support of providing the residential water service deliveries.

Given the health and sanitary conditions for the county residents of East Porterville could potentially have a significant impact on City residents, the City Council may make a finding of community benefit or necessity, and support the provision and delivery of water to affected residents. A potential source of funding to initiate water service could be the City Council's "Special Purposes" Fund, which with the recent adoption of the City Budget, currently has its full \$100,000 appropriation.

RECOMMENDATION: That the City Council consider the provision and delivery of water service to East Porterville county residents, and give direction and authorization to staff as deemed appropriate.

ATTACHMENT: Hold Harmless and Indemnification Agreement between the City of Porterville and the Porterville Area Coordinating Council

CITY OF PORTERVILLE

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The City of Porterville ("City"), a California Municipal Corporation and Charter City, and the Porterville Area Coordinating Council ("Coordinating Council"), a California Nonprofit Corporation, hereby agree as follows:

The City has agreed to sell water and provide a driver, truck (and fuel), and associated equipment for water delivery to the Coordinating Council, and the Coordinating Council has agreed to purchase water from the City which will be placed in containers obtained by the Coordinating Council in various locations in county areas just outside the City.

A. INDEMNIFICATION BY COORDINATING COUNCIL

To the fullest extent permitted by law, the Coordinating Council, its officers, agents, employees, and volunteers, hereby agrees to defend, indemnify and hold harmless the City of Porterville, its officers, attorneys, agents, and employees from any claims, actions, proceedings or liability of any nature (collectively referred to as proceeding) brought against the City or its officers, attorneys, agents or employees, related in any manner to the water and/or water quality, the containers provided by the Coordinating Council, or any other activities undertaken or failed to be undertaken by the Coordinating Council related to the provision of the water to the area residents or consumers.

The indemnification is intended to include but not be limited to damages, fees, and/or costs awarded against the City, if any, and cost of suit, attorney's fees, and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by the Coordinating Council, the City, and/or the parties initiating or bringing such proceeding.

The Coordinating Council hereby agrees to indemnify the City for all of the City's costs, fees, and damages which the City incurs enforcing the indemnification provisions of Section A of this Agreement.

In the event of a proceeding, the City retains the right to approve counsel to defend the City, all significant decisions concerning the manner in which the defense is conducted, and any and all settlements, which approval shall not be reasonably withheld. The City has the right not to participate in the defense, except that the City agrees to cooperate with the Coordinating Council in the defense of the proceeding. If the City chooses its own counsel to defend the City, the fees and expenses of the counsel selected by the City shall be paid by the City. Notwithstanding the above, if the City Attorney's office participates in the defense, all City Attorney fees and costs shall be paid by the Coordinating Council.

The defense and indemnification of the City set forth herein shall remain in full force and effect throughout all stages of litigation including appeals of any lower court judgments rendered in the proceeding.

B. INDEMNIFICATION BY CITY

To the fullest extent permitted by law, the City, its officers, agents, employees, and volunteers, hereby agrees to defend, indemnify and hold harmless the Coordinating Council, its officers,

attorneys, agents, and employees from any claims, actions, proceedings or liability of any nature (collectively referred to as proceeding) brought against the Coordinating Council or its officers, attorneys, agents or employees, related to the activities of the driver and/or the vehicle provided by the City, or any other activities undertaken or failed to be undertaken by the City, but excluding the items, activities or any failure to act covered by Section A above .

The indemnification is intended to include but not be limited to damages, fees, and/or costs awarded against the Coordinating Council, if any, and cost of suit, attorney's fees, and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by the Coordinating Council, the City, and/or the parties initiating or bringing such proceeding.

The City hereby agrees to indemnify the Coordinating Council for all of the Coordinating Council's costs, fees, and damages which the Coordinating Council incurs enforcing the indemnification provisions of Section B of this Agreement.

In the event of a proceeding, the Coordinating Council retains the right to approve counsel to defend the Coordinating Council, all significant decisions concerning the manner in which the defense is conducted, and any and all settlements, which approval shall not be reasonably withheld. The Coordinating Council has the right not to participate in the defense, except that the Coordinating Council agrees to cooperate with the City in the defense of the proceeding. If the Coordinating Council chooses its own counsel to defend the Coordinating Council, the fees and expenses of the counsel selected by the Coordinating Council shall be paid by the Coordinating Council.

The defense and indemnification of the Coordinating Council set forth herein shall remain in full force and effect throughout all stages of litigation including appeals of any lower court judgments rendered in the proceeding.

CITY

Baldomero Rodriguez, Public Works Direct. Baldomero Rodriguez
Print Name, Title and Date 8/13/14 Signature

Approved as to form: _____
Julia M. Lew, City Attorney

COORDINATING COUNCIL

Elva Beltrán - Director Elva Beltrán
Print Name, Title and Date 8/13/14 Signature

Approved as to form: _____
Gregory F. Gillett, Attorney for Coordinating Council