

The City of Hanford
CALIFORNIA



City Council Meeting Agenda

June 15, 2021
7:00 PM – Regular Meeting
Council Chambers
400 N. Douty St.

Council Members will meet in-person in the Council Chambers.
The meeting will also be lived streamed on the City's website:
<http://livestream.hanford.city/>

4:30 PM CALL TO ORDER STUDY AND CLOSED SESSION:

ROLL CALL BY THE CITY CLERK:

PUBLIC COMMENT:

*Comments from the public are limited to items on the agenda (GC 54954.3a). A maximum of **three minutes** is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

STUDY SESSION :

- A. Study Session: Presentation by the Hanford Chamber of Commerce regarding accomplishments for the prior contract year and goals for the upcoming year.
- B. FIRE: Report and Overview of the City of Hanford Fire Department Suppression Division

CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

CONFERENCE WITH LEGAL COUNSEL-PUBLIC PERFORMANCE EVALUATION (GC 54957(b)(1))

Title: City Attorney

CALL TO ORDER REGULAR SESSION:

ROLL CALL:

INVOCATION:

Pastor Mark Curts

FLAG SALUTE:

CLOSED SESSION ACTION REPORT:

RECOGNITIONS/PROCLAMATIONS:

- A. Recognition of Curtis Marple for his emergency awareness during a residential fire
- B. Recognition of Departing Council Member John Draxler

SPECIAL BUSINESS ITEM:

- A. Appointment of Amanda Saltray to the District A City Council Seat for the remainder of the unexpired term.
- B. Administration of the Oath to Council Member Amanda Saltray

STAFF COMMUNICATIONS:

COUNCIL REPORTS/COMMENTS:

PUBLIC COMMENT:

*This is the time for citizens to comment on subject matters not on the agenda and that are within the jurisdiction of the Hanford City Council. This is also the public's opportunity to request an item from the Consent Calendar be pulled for discussion purposes or to comment on any item on the agenda. Comments related to Public Hearing items will be heard at the time the item is discussed. A maximum of **three minutes** is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence*

CONSENT CALENDAR:

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 and then the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.

- A. PROCEDURAL WAIVER: Waive reading in full of resolutions and ordinances and approval and adoption of same by reading title the only.
- B. Administration: Adoption of Resolution No, 21-24-R, delegating authority for determining Industrial Disability pursuant to Government Code Sections 21156 and 21173.
- C. City Attorney: Approval of the Exclusive Negotiating Agreement between 4Creeks, Inc., and the City of Hanford for the property more commonly referred to as the Bastille

- D. Public Works: Authorization for the Director of Public Works to send a letter to the Local Agency Formation Commission (LAFCO), requesting the Extension of Services to the proposed dwelling unit in the County without annexation by the City of Hanford. (11530 10 1/2 Ave south of Hanford-Armona Road)

GENERAL BUSINESS:

- A. Community Development: Council Review and Consideration of Substantial Amendment No.4 to the City of Hanford Community Development Block Grant (CDBG) 2019-2020 Action Plan
- B. Fire: Approval of an annual contract with Lexipol, LLC for reviewing, developing and updating the Fire Department policy and procedures; Authorization for the City Manager to execute the required Agreement for \$51,902; and Appropriation of \$42,000 from the City's General Fund in 2020/2021 to cover the cost of the implementation
- C. Council: Receive and discuss the list of committees and boards that have City Council representation directly appointed by the Council and make new Appointments as appropriate.

COUNCIL FUTURE AGENDA ITEMS:

Council Future Agenda Items

Upcoming Important Dates

June 19: Law Enforcement Torch Run for Special Olympics- Kings County Gov. Center 9:00 a.m.
June 29: City Council Special Meeting – Budget adoption 5:00 p.m.
July 3: Food Truck Take Over in Civic Park 5:30 p.m. – 9:00 p.m.
July 5: Public Holiday - City offices will be closed
July 6: City Council Meeting
July 20: City Council Meeting

ADJOURNMENT:

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available to public inspection in the City Clerk's Office located at 319 N. Douty Street, Hanford, California 93230, during normal business hours. Such agendas are also available at the city's website, www.cityofhanfordca.com subject to staff's ability to post the agenda before the meeting.

If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's office, 559-585-2515, 319 N. Douty Street, Hanford, California 93230, at least 2 days prior to the meeting {28 CFR 35.102.35.104 ADA Title II}



AGENDA STAFF REPORT

MEETING DATE: 6/15/2021	AGENDA SECTION: A
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SUBJECT:

Study Session: Presentation by the Hanford Chamber of Commerce regarding accomplishments for the prior contract year and goals for the upcoming year.

RECOMMENDATION:

That the Council receive this presentation from the Chamber and provide feedback to the Chamber on their programs and services offered.

BACKGROUND:

The current agreement between the Chamber of Commerce and the City of Hanford automatically renews on June 30th of each calendar year. With the annual renewal of the contract, the Chamber desires to present to Council a list of all of the organizational accomplishments over the past year and also to announce the goals and programs that the Chamber will be working towards in the next contract year.

FISCAL IMPACT:

There is no fiscal impact related to this item.

ATTACHMENTS:

7.1.16 Chamber Agreement
2020 Chamber First Amendment

SERVICES AGREEMENT

* * * * *

THIS AGREEMENT, made and effective the **1st** day of **July, 2016**, by and between the **CITY OF HANFORD**, a municipal corporation (hereinafter "City"), and the **CHAMBER OF COMMERCE** of the City of Hanford, a California non-profit corporation duly organized and existing under and by virtue of the laws of the State of California (hereinafter "Chamber").

WITNESSETH

In consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **RECITALS.** This agreement is made and entered into with respect to the following facts:

- a. The Chamber is organized for the purpose of promoting the social, civic, and economic welfare of the City and vicinity;
- b. City is desirous of promoting its advantages as a commercial and industrial center, by disseminating information relative thereto and of soliciting and serving inquiries relative to its possibilities of receiving new commercial and industrial concerns, and providing assistance to existing firms in their growth and expansion plans;
- c. The City is desirous of promoting, soliciting, and serving inquiries relative to visiting the community and connecting visitors with existing businesses.

- d. Chamber operates by and through its board of directors and possesses special knowledge, experience, and facilities for developing and servicing a healthy commercial and industrial community and for developing and servicing visitors; and
- e. The City desires to engage Chamber for the purpose of publicizing and advertising the advantages of the City.

2. **TERM.**

- a. The term of this Agreement shall be effective from July 1, 2016, until June 30, 2017, except that this Agreement: (i) will automatically renew on a year-to-year basis; and (ii) may be terminated by either party as provided herein.
- b. Should Chamber breach any term or condition of this Agreement or fail to perform any of the provisions of this Agreement that it is obligated to perform hereunder, the City shall have the right to immediately terminate this Agreement.
- c. The City or Chamber may terminate this Agreement at any time by giving sixty (60) calendar days prior written notice of termination. The termination shall be effective on the sixty-first (61st) calendar day after the date of such written notice.
- d. Effective the date of written notice of termination, Chamber shall avoid incurring new expenses under this Agreement and City shall, except as otherwise provided herein, have no further obligation to render payment to

Chamber. Money previously paid to Chamber and remaining unspent upon the date of termination shall be immediately returned to the City; Chamber will, however, be entitled to compensation for authorized costs incurred and services provided to the City through the date of termination. Unspent monies and/or amounts owed to Chamber, as applicable, will first be offset against any funds utilized by Chamber for a purpose other than those authorized in Section 3 below.

3. **SERVICES:** During the term hereof, Chamber shall undertake to provide for the benefit of the City services ("Services") that will advertise and publicize the resources and advantages of the City, including, but not limited to, the following:

- a. The assembly, publication and distribution of information relative to the resources and benefits of the City in an advertising program under the direction of the Board of Directors of the Chamber, which advertising shall be designed to attract new businesses, industries, tourists and travelers to the City;
- b. Engage in business and industrial marketing and outreach efforts, which will include, without limitation:
 - (1) Servicing of unsolicited inquires;
 - (2) Maintain a close liaison with existing business, industry and government agencies to assist in the further expansion and development of the business and industry of the community;
 - (3) Encourage local businesses and industries to correspond with and invite their manufacturer's jobbers and wholesalers to investigate

the benefits of locating in the City;

- (4) To have available for business and industry current facts and to maintain a research program in regard to the possibility and advantages of new production;
 - (5) Encourage prospects or others who have or may show an interest in the City, in person, by mail and/or by telephone;
 - (6) Encourage prospects or others who may show an interest in the City to visit the City for firsthand information and inspection; and
 - (7) Encourage public officials and businessmen to work in teams to call upon potential prospects.
- c. Engage in tourism and travel outreach efforts, which will include, without limitation:
- (1) Assemble, publish and distribute information through an organized advertising program designed to attract conferences and visitors to the City;
 - (2) Promote and coordinate conferences and conference-related activities;
 - (3) Promote and coordinate a school visitation program;
 - (4) Coordinate and provide transportation for visiting groups;
 - (5) Operate the carousel located in Courthouse Square (in the vicinity of the northeast corner of the Eighth Street and Irwin Street intersection) at the times identified in the attached Exhibit "A," which is incorporated by reference; maintain, repair, and refurbish

the carousel so that it is placed and remains in good operating and aesthetic condition; and manage all financial matters associated with the carousel; provided however, the City will, at its sole cost and expense:

- (i) inspect on a weekly basis, and
 - (ii) lubricate, and make minor adjustments and repairs to the carousel. "Minor adjustments and repairs" shall be limited to those adjustments and repairs not exceeding FIVE HUNDRED AND NO/100 Dollars (\$500.00) for parts, supplies, labor, and other costs for a single adjustment or repair event. All other costs associated with maintenance, repairs, parts, and labor shall be the sole responsibility of Chamber;
- (6) Develop and market special visitor tours;
 - (7) Act as liaison with Amtrak; and
 - (8) Act as community's liaison to the film industry.
- d. At meetings scheduled by the City, Chamber's Executive Director shall meet quarterly with representatives of the City and private organizations to plan and coordinate activities and schedule of events; and
 - e. Perform such other and additional promotional services as the City may reasonably request.

Should Chamber utilize its 1950 Studebaker fire truck ("Fire Truck"), commonly known as "Freddy," for the transportation of visiting groups or is used in connection with any other

service that Chamber provides hereunder, Chamber shall maintain seat belts for each passenger carried on the Fire Truck, a metal gate at the rear of exterior passenger area, and other safety features and devices identified by the City for the protection of Fire Truck passengers.

4. **FINANCIAL STATEMENTS.** Within sixty (60) calendar days of the end of each of Chamber's fiscal years (and portions thereof) that this Agreement remains in effect, Chamber will provide to the City financial statements and written confirmation from an independent certified public accountant reasonably acceptable to the City that Chamber is in full compliance with the terms of this Agreement. The financial statements shall, without limitation, reflect the manner in which funds received by Chamber hereunder ("Agreement Funds") have been utilized in furtherance of the activities identified in Section 3 above. Financial statements will include, without limitation, an itemized list of goods and services for which Chamber expended Agreement Funds and detailed descriptions of such goods and services. Should this Agreement expire or terminate on a date other than the last day of Chamber's fiscal year, Chamber will provide to the City, within sixty (60) calendar days of the end of its then-current fiscal year, the financial statements for the portion of the fiscal year during which this Agreement remained in effect.

5. **COMPENSATION.**

- a. For the period July 1, 2016 through June 30, 2017, the City shall pay Chamber a total of EIGHTY-SEVEN THOUSAND, FIVE HUNDRED FORTY AND NO/100 DOLLARS (\$87,540.00) for the services to be provided hereunder. This amount will be paid in four (4) equal installments, which shall occur on July 1, October 1, January 1, and April 1.

- b. Should the term of this Agreement automatically renew in accordance with Section 2.a. above, the City shall pay Chamber SEVENTY-SEVEN THOUSAND, FIVE HUNDRED FORTY AND NO/100 DOLLARS (\$77,540.00) for the period July 1, 2017 through June 30, 2018. Each fiscal year (July 1 through June 30) thereafter, the compensation amount paid by the City shall be reduced by TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) per year until the annual compensation amount paid to Chamber is FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00); provided however, the final adjustment shall be from FORTY-SEVEN THOUSAND, FIVE HUNDRED FORTY AND NO/100 DOLLARS (\$47,540.00) to FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00).
- c. Should Chamber breach any term or condition of this Agreement or fail to perform any of the provisions of this Agreement that it is obligated to perform hereunder, the City shall have the right to withhold future compensation to Chamber until any such breach is cured or performance made as determined by the City in its sole and absolute discretion.
- d. As additional consideration for the services that Chamber will provide to the City hereunder, City will lease 113 Court Street, Suite 104 to Chamber for ONE AND NO/100 DOLLAR (\$1.00) per fiscal year (July 1 through June 30). The parties agree that Chamber's breach of this Agreement shall constitute a breach under the Lease, and Chamber's breach of the Lease shall constitute a breach under this Agreement. This rental rate identified

herein will remain in effect as long as this Agreement is effective; City may require Chamber to pay the market rate for rent upon the termination or expiration of this Agreement.

6. **LIAISON.** The City shall appoint a liaison with whom Chamber may communicate. The City will provide its liaison's name to Chamber and will advise Chamber if such person is replaced.

7. **INDEMNIFICATION.** Chamber agrees to indemnify, defend and hold harmless the City and its officials, officers, employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorneys fees and other expenses which the City or its officials, officers, employees, agents or volunteers may sustain or incur as a consequence of or in any way relate to Chamber, or its employees', agents' and subcontractors' performance of Chamber's responsibilities and obligations contained in this Agreement. This indemnification shall survive the termination of this Agreement.

8. **INSURANCE REQUIREMENTS.**

a. Chamber will, during the term of this Agreement, maintain insurance coverage which shall be at least as broad as:

- (1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 0001 1207 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000) per occurrence. Alternatively, Chamber may maintain a CGL policy with limits of no less than

ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per occurrence and an umbrella coverage policy with coverage limits of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) and which has a scope of coverage as broad as Chamber's CGL policy. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- (2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Chamber has no owned autos, hired (Code 8), and non-owned autos (Code 9), with a limit no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury and property damage.
- (3) Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury or disease.
- (4) Carousel/Amusement Device Insurance: Chamber shall maintain carousel/amusement device liability insurance in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per occurrence for bodily injury and personal injury.
- (5) Umbrella Liability Coverage: Chamber shall also maintain an umbrella liability policy in an amount of not less than SIX

MILLION AND NO/100 DOLLARS (\$6,000,000) to supplement its general liability, automobile liability, and carousel/amusement device insurance policies. Chamber acknowledges that, should Chamber and the City agree to further expand Chamber's services to include the transportation of visitors, tourists, or other individuals, Chamber and the City will execute an amendment to this Agreement and that City may require Chamber to maintain umbrella liability coverage with a limit in excess of SIX MILLION AND NO/100 DOLLARS (\$6,000,000).

If Chamber maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Chamber.

- b. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require Chamber to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Alternatively, the City may require Chamber to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses within the retention.
- c. The policies are to contain, or be endorsed to contain, the following provisions:

- (1) The City and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and umbrella policies with respect to liability arising out of work or operations performed by or on behalf of Chamber including materials, parts, or equipment furnished in connection with such work or operations; products used by Chamber; or automobiles owned, leased, hired or borrowed by Chamber. General liability coverage can be provided in the form of an endorsement to Chamber's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
 - (2) For any claims related to this Agreement, Chamber's insurance coverage shall be primary insurance with respect to the City and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City and/or its officers, officials, employees, or volunteers shall be in excess of Chamber's insurance and shall be non-contributory.
 - (3) Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- d. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

- e. Chamber shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Chamber's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- f. Chamber hereby grants to City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of said Chamber may acquire against the City and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. Chamber agrees to obtain endorsements necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- g. The City reserves the right to modify the insurance requirements contained in this contract, including, without limitation, coverage limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- h. Chamber shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

9. **INDEPENDENT CONTRACTOR STATUS.** It is understood and agreed that Chamber, in the performance of this Agreement, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Chamber and its employees shall obtain no retirement benefits or other benefits that accrue to the City's employees and Chamber hereby expressly waives any claim it may have to any such rights. Nothing in this Agreement shall create or be construed as creating a partnership, joint venture or any other relationship between the City and Chamber.

10. **NOTICES.** All notices herein required shall be in writing and shall be sent by certified mail, postage prepaid, addressed as follows:

Chamber of Commerce
113 Court St., Ste. #104
Hanford, CA 93230
Attn: Executive Director

City of Hanford
319 N. Douty Street
Hanford, CA 93230
Attn: City Manager

11. **CONFORMANCE TO APPLICABLE LAWS.** Chamber shall comply with all applicable federal, state, and city laws, rules and ordinances. No discrimination shall be made by Chamber in the employment of persons to work under this Agreement because of race, color, national origin ancestry, sex or religion of such person.

12. **ATTORNEYS' FEES.** If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior Court, for the County of Kings, State of California for any proceeding arising hereunder.

13. **SOLE AND ONLY AGREEMENT.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which is not embodied in the Agreement and no other agreement, statement or promise shall be valid or binding.

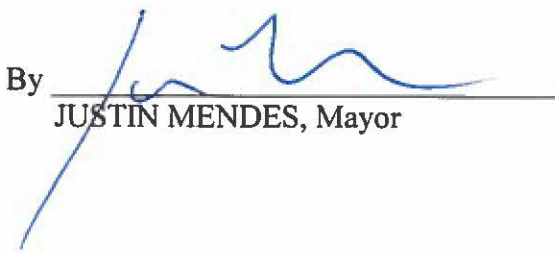
14. **INVALIDITY.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in anyway.

15. **AMENDMENT.** No change, amendment or modification of the Agreement shall be valid unless the same be in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first identified below.

CITY OF HANFORD, a municipal corporation,

Dated: May 17, 2016

By 
JUSTIN MENDES, Mayor

ATTEST:


JENNIFER GOMEZ, City Clerk

APPROVED AS TO FORM:

GRISWOLD, LaSALLE, COBB
DOWD & GIN, L.L.P., City Attorney

By: 
TY N. MIZOTE

CHAMBER OF COMMERCE

Dated: June 24, 2016

By , Board President

Attachment: 7.1.16 Chamber Agreement (Admin: Chamber Presentation)

EXHIBIT "A"***Carousel Operation Schedule***

The Chamber shall operate the Carousel described in Section 3.c. above on the following dates during the term of this Agreement unless otherwise agreed by the parties:

1. Saturdays during the hours of 10:00 a.m. and 2:00 p.m.
2. Sundays during the hours of 12:00 p.m. and 2:00 p.m.
3. Thursday evenings during the hours that Thursday Night Market Place operates. The Chamber will not be required to operate the Carousel on a Thursday evening unless Thursday Night Market Place occurs on such date).
4. Holidays recognized by the State of California during the hours of 10:00 a.m. and 2:00 p.m., with the exception of Thanksgiving day, Christmas day, and New Year's day.

FIRST AMENDMENT TO SERVICES AGREEMENT

* * * * *

This First Amendment to Services Agreement ("**First Amendment**") is effective the 21st day of January, 2020 by and between the CITY OF HANFORD, a municipal corporation ("**City**"), and HANFORD CHAMBER OF COMMERCE, a California non-profit corporation ("**Chamber**"). This First Amendment amends that Services Agreement ("**Agreement**") executed by City and Chamber, which was effective January 21, 2014. The terms and provisions of the Agreement are incorporated herein by reference.

1. Section 3 of the Agreement is hereby deleted in its entirety and is restated as follows:

"During the term hereof, Chamber shall undertake to provide services that benefit City and businesses operating within City's boundaries, including, but not limited, to the services identified on the attached Exhibit 'A,' which is incorporated herein by reference."

2. Exhibit "A" to the amended Agreement is attached hereto as Exhibit "A," which is incorporated herein by reference.
3. Section 8 of the Agreement is hereby deleted in its entirety and is restated as follows:

"8. INSURANCE REQUIREMENTS.

- "a. Chamber will, during the term of this Agreement, maintain insurance coverage which shall be at least as broad as:

"(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 0001 1207 covering CGL on an 'occurrence' basis, including products-completed operations, personal and advertising injury, with limits no less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000) per occurrence. Alternatively, Chamber may maintain a CGL policy with limits of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per occurrence and an umbrella coverage policy with coverage limits of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) and which has a scope of coverage as broad as Chamber's CGL policy. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be FOUR MILLION AND NO/100 DOLLARS (\$4,000,000).

- “(2) Automobile Liability: If one (1) or more automobile will be utilized in the performance of the Services, Chamber shall maintain ISO Form Number CA 00 01 covering any auto (Code 1), or if Chamber has no owned autos, hired (Code 8), and non-owned autos (Code 9), with a limit no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury and property damage.
- “(3) Workers’ Compensation: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury or disease.

“If Chamber maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Chamber.

- “b. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require Chamber to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Alternatively, City may require Chamber to provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses within the retention.
- “c. The policies are to contain, or be endorsed to contain, the following provisions:
- (1) City and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and automobile policies with respect to liability arising out of work or operations performed by or on behalf of Chamber including materials, parts, or equipment furnished in connection with such work or operations; products used by Chamber; or automobiles owned, leased, hired or borrowed by Chamber for purposes of performing services hereunder. General liability coverage can be provided in the form of an endorsement to Chamber’s insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded

to the City and its officers, officials, employees or volunteers.

“(2) For any claims related to this Agreement, Chamber’s insurance coverage shall be primary insurance with respect to City and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City and/or its officers, officials, employees, or volunteers shall be in excess of Chamber’s insurance and shall be non-contributory.

“(3) Each insurance policy required above shall provide that coverage shall not be canceled or modified without prior notice to City.

“d. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII.

“e. Chamber shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Chamber’s obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

“f. Chamber hereby grants to City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of Chamber may acquire against City and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. Chamber agrees to obtain endorsements necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

“g. Chamber shall include all subcontractors as insureds under its policies, or, if subcontractors maintain separate coverage, Chamber shall furnish to City separate certificates and endorsements for each subcontractor. The insurance policies of subcontractors shall satisfy all of the requirements stated herein.”

4. All other terms and provisions of the Agreement not otherwise modified by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Services Agreement at Hanford, Kings County, California.

CITY OF HANFORD

Dated: January 30, 2020

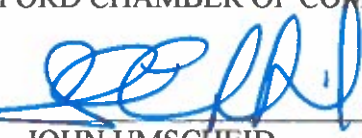
By: _____


JOHN DRAXLER
Mayor

HANFORD CHAMBER OF COMMERCE

Dated: January 30, 2020

By: _____


JOHN UMSCHIED
Board President

Attachment: 2020 Chamber First Amendment (Admin: Chamber Presentation)

EXHIBIT "A"***Chamber Member Services Provided:***

Listing on the Chamber website with links to their website

Social Media Promotion

Luncheon/Networking Meetings

Chamber Mixers

Referrals for products & services to member businesses

Links from Chamber's website to business website

Member's business cards/pamphlets displayed at the Chamber

Business Workshops/Seminars

HR Compliance Posters

Banner ads on our Website-(for a fee)

Free Listings in Business & Membership Guide Publication

Certificates of Origin

Membership/Mailing List & Mailing Labels

HR & Legislative Updates: Local, County, State & Federal

SBA Information and Workshops

EDD/EAC Updates and Workshops

Candidate Forums preceding local elections & Candidate Training Seminars

Advocacy in Support of Business Issues

Member to Member Business Support

Coordination of Christmas Parade

KJUG Country Concerts in co-operation with Hanford Parks and Recreation Dept.

Develop and implement events outside of Downtown Improvement District

City of Hanford Business Retention Benefits Provided

Business financing direction

Identifying permit licensing agencies

Addressing industry specific issues

Create a step by step guide to initiating a business license within the City

Advocacy for incoming industry



**AGENDA
STAFF REPORT**

MEETING DATE: 6/15/2021

AGENDA SECTION: B

SUBJECT:

FIRE: Report and Overview of the City of Hanford Fire Department Suppression Division

RECOMMENDATION:

That the City Council receive the presentation and provide feedback as appropriate.

BACKGROUND:

Presentation to explain the roles and responsibilities of the Fire Department, Fire Suppression Division.

FISCAL IMPACT:

None

ATTACHMENTS:



AGENDA STAFF REPORT

MEETING DATE: 6/15/2021	AGENDA SECTION: A
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SUBJECT:

Recognition of Curtis Marple for his emergency awareness during a residential fire

RECOMMENDATION:

That Council recognize the efforts of Curtis Marple to alert his family during a fire, and help evacuate his younger siblings.

BACKGROUND:

On December 9, 2020 11-year-old Curtis Marple recognized a dangerous situation and alerted his family to a grease fire starting to spread into the kitchen. Curtis alerted his family and helped to evacuate his younger siblings while his father worked to extinguish the fire. Curtis maintained level-headedness and self-control, which is even more remarkable given his youth. His vigilance and quick thinking allowed for all of the members of his family to escape harm and prevent further damage.

Kitchen fires have been the cause of much loss in the City of Hanford and across the country. Grease fires in particular have caused countless injuries and loss of life and property. Each year the Fire Department puts out a specific fire safety message related to this topic. This year the message was to cover the pan where the grease fire is occurring to prevent the fire from spreading. Covering a grease fire removes the oxygen and extinguishes the blaze. Once covered, occupants should call 911 and evacuate the building.

FISCAL IMPACT:

None

ATTACHMENTS:



AGENDA STAFF REPORT

MEETING DATE: 6/15/2021	AGENDA SECTION: A
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SUBJECT:

Appointment of Amanda Saltray to the District A City Council Seat for the remainder of the unexpired term.

RECOMMENDATION: Staff recommends that the City Council, by motion, adopt Resolution 21-25-R appointing Amanda Saltray to the District A seat.

Recommended motion: I move to approve Resolution 21-25-R.

BACKGROUND:

Council Member John Draxler previously informed the Council of his intent to resign from the Council. Attached is a copy of his resignation letter. The letter states that Council Member Draxler's resignation is effective upon the appointment of his successor.

At the May 4, 2021 regular meeting of the City Council, the Council elected to engage in a process to consider appointing a resident from District A to fill the pending vacancy and directed staff to move forward with the approved process. The City Clerk listed the vacancy on the City's website and social media accounts soliciting applications. The application was made available on May 5, 2021. A total of eleven (11) applications were received by the May 21, 2021 deadline. However, two (2) applicants did not reside within the District A boundaries. Qualified applications were received from nine (9) candidates who met the requirements to serve on the City Council.

At the May 27, 2021 special City Council meeting, Council reviewed the application packets and nominated Todd Cotta, Travis Paden, Amanda Saltray, and Ruben Veliz to be interviewed at a June 3, 2021 special City Council meeting.

The Council interviewed the four candidates on June 3, and, by a majority vote, determined that the Council intends to appoint Ms. Saltray to the District A seat. Resolution 21-25-R (copy

attached) was prepared to finalize Ms. Saltray's appointment to the District A seat. Her appointment will be effective for the remainder of Council Member Draxler's term, which expires in 2022.

FISCAL IMPACT:

ATTACHMENTS: Resignation letter and Resolution 21-25-R.

FISCAL IMPACT:

ATTACHMENTS:

2021.06.04 Resolution Appointment Amanda Saltray
Resignation Email from J. Draxler

RESOLUTION NO. 21-25-R**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD,
CALIFORNIA, DECLARING A VACANCY IN THE OFFICE OF COUNCIL
DISTRICT A AND APPOINTING AMANDA CHRISTINE SALTRAY
TO SERVE THE REMAINDER OF THE UNEXPIRED TERM**

WHEREAS, John Draxler was elected to serve as Council Member for City of Hanford Council District A in 2018; and

WHEREAS, Council Member Draxler's current term will expire in 2022; and

WHEREAS, Council Member Draxler intends to terminate his residency in District A and submit a resignation letter to City Clerk Natalie Corral; and

WHEREAS, Council Member Draxler's resignation will become effective upon the Council's appointment of Council Member Draxler's replacement; and

WHEREAS, the Council invited candidates seeking to fill the District A vacancy to submit applications to the City; and

WHEREAS, the Council has reviewed candidate applications, and the Council interviewed four (4) candidates at a June 3, 2021 special Council meeting; and

WHEREAS, the City Council desires to appoint Council Member Draxler's replacement to fill the vacant office of Council District A for the remainder of Council Member Draxler's unexpired term of office.

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

1. The Council recognizes the receipt of Council Member Draxler's letter of resignation by City Clerk Natalie Corral, effective upon the Council's appointment of Council Member Draxler's replacement.
2. The Council hereby appoints Amanda Christine Saltray to fill the remaining unexpired term of office of Council District A.
3. This appointment shall be effective immediately and will be effective throughout the remainder of said unexpired term.

PASSED, ADOPTED AND APPROVED this 15th day of June, 2021, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Approved _____

FRANCISCO RAMIREZ

Mayor

Attest:

NATALIE CORRAL

CITY CLERK

STATE OF CALIFORNIA)

COUNTY OF KINGS) ss

CITY OF HANFORD)

I, Natalie Corral, City Clerk of the City of Hanford, do hereby certify the foregoing Resolution was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the 15th day of June, 2021.

Date: _____

City Clerk

Attachment: 2021.06.04 Resolution Appointment Amanda Saltray (Appointment of Amanda Saltray to District A Seat)

FW: resignation

From: John Draxler
Sent: Monday, June 7, 2021 10:07 AM
To: Mario Cifuentez <mcifuentez@cityofhanfordca.com>
Subject: resignation

Mario,

I announce that I will resign from my position of City Council Area A "upon appointment of my replacement"

John Draxler

City Council- Area A

City of Hanford

559-779-2427

Fax 559-585-2595

Attachment: Resignation Email from J. Draxler (Appointment of Amanda Saltray to District A Seat)



AGENDA STAFF REPORT

MEETING DATE: 6/15/2021	AGENDA SECTION: B
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SUBJECT:

Administration: Adoption of Resolution No, 21-24-R, delegating authority for determining Industrial Disability pursuant to Government Code Sections 21156 and 21173.

RECOMMENDATION:

It is recommended the City Council, by motion, adopt Resolution No. 21-24-R to delegate Government Code authority to the City Manager to certify CalPERS determinations regarding local safety members' eligibility for disability retirement.

BACKGROUND:

The California Public Employees' Retirement System (CalPERS) allows Industrial Disability Retirement for Local Safety Members to be determined by either the governing body or an official delegate appointed by the governing body.

Government Code section 21156(a)(2) provides that the board or governing body of the contracting agency shall make a determination on a member's disability retirement on the basis of competent medical opinion and shall not use disability retirement as a substitute for the disciplinary process. Government Code section 21156(b)(1) provides that the governing body of a contracting agency upon receipt of a request of the board pursuant to Government Code section 21154 shall certify to the board its determination under this section that the member is or is not incapacitated. Local Safety agencies will make a medical determination for both disability retirement and industrial disability retirement.

Government Code Section 21173 allows the governing body of a contracting agency to delegate any authority or duty conferred or imposed to a subordinate officer subject to conditions it may impose. Delegating the authority to determine an Industrial Disability Retirement to the City Manager is consistent with other cities. Staff will continue to follow all CalPERS application and determination requirements. It is appropriate that the medical and personnel information included in an Industrial Disability Retirement application be kept confidential and delegating the decision

making authority to the City Manager would eliminate the need to bring forth these applications at a public meeting.

FISCAL IMPACT:

None

ATTACHMENTS:

Resolution to CalPERS - Delegation of Authority

RESOLUTION 21-24-R

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD

WHEREAS, the City of Hanford (hereinafter referred to as Agency) is a contracting agency of the California Public Employees' Retirement System;

WHEREAS, the California Public Employees' Retirement Law requires that a contracting agency determine whether an employee of such agency in employment in which he/she is classified as a local safety member is disabled for purposes of the Public Employees' Retirement Law and such disability is "industrial" within the meaning of such Law:

WHEREAS, the City Council has determined upon legal advice that it may delegate authority under Government Code section 21173 to make such determinations to the incumbent of the office/position of City Manager.

NOW, THEREFORE, BE IT RESOLVED: that the City Council delegate and it does hereby delegate to the incumbent of the office/position of City Manager, authority to make application on behalf of the Agency pursuant to Government Code section 21152 (c) for disability retirement of all employees and to initiate requests for reinstatement of such employees who are retired for disability;

BE IT FURTHER RESOLVED that City Council delegate and it does hereby delegate to the incumbent of the office/position of City Manager authority to make determinations of disability on behalf of the Agency under Government Code section 21156 and whether such disability is industrial and to certify such determinations and all other necessary information to the California Public Employees' Retirement System.

Passed and Adopted at a regular meeting of the City Council of the City of Hanford duly called and held on 15th day of June, 2021, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Approved _____

Francisco Ramirez, Mayor

Attest: _____

Natalie Corral, City Clerk

Attachment: Resolution to CalPERS - Delegation of Authority (Admin: CalPERS Industrial Disability Retirement)



AGENDA STAFF REPORT

MEETING DATE: 6/15/2021	AGENDA SECTION: C
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SUBJECT:

City Attorney: Approval of the Exclusive Negotiating Agreement between 4Creeks, Inc., and the City of Hanford for the property more commonly referred to as the Bastille

RECOMMENDATION: It is recommended that the City Council, by motion, approve the Exclusive Negotiating Agreement with 4Creeks, Inc. and authorize the City Manager to sign the Agreement.

Recommended motion: I move to approve the Exclusive Negotiating Agreement with 4Creeks, Inc. and to authorize the City Manager to sign the Agreement.

BACKGROUND:

4Creeks, Inc. (4Creeks) has expressed an interest in purchasing the Bastille, which is located at 113 Court St. (APN 010-265-001). 4Creeks submitted a Letter of Intent (LOI), dated May 17, 2021, to the City. The City Council considered the LOI in closed session on May 18, 2021. The Council authorized the LOI with modifications and instructed the City Manager to execute the modified LOI. A copy of the modified LOI, which was signed by the City Manager on June 1, 2021, is attached.

Since the LOI is not binding, an Exclusive Negotiating Agreement (ENA) was prepared to outline the sixty (60) day negotiation and investigation period approved by the Council. The sixty (60) day term began on June 1, the date on which the City Manager signed the LOI. The ENA also includes provisions that are standard to the City's real estate sales documents (e.g., indemnification and insurance terms). A copy of the ENA, which has been signed by 4Creeks, is attached.

A sales agreement will be prepared if 4Creeks finds the property to be acceptable and the parties are able to negotiate terms during the sixty (60) day negotiation period. Such agreement will be presented to the Council for consideration at a future meeting.

ATTACHMENTS: Letter of Intent and Exclusive Negotiating Agreement

FISCAL IMPACT:

ATTACHMENTS:

4creeks Bastille LOI - fully signed

2021.06.01 4Creeks Exclusive Negotiating Agreement



324 S. Santa Fe St., Suite A
Visalia, CA 93292

May 17, 2021

City of Hanford
Mario Cifuentez, City Manager

RE: 4Creeks, Inc.; or assignee
Purchase Bastille Building in Civic Center Park, including underlying land
Hanford, CA

Dear Mario,

This Letter of Intent sets forth the essential business terms and conditions pursuant to which 4Creeks, Inc; or assignee ("Buyer"), proposes to Purchase from the City of Hanford, a Municipal Corporation ("Seller") the above referenced property, all as follows:

SITE:	That certain parcel on Douty St. APN #265-01 & 02 (portion) as shown on attached plan. (Approximately 6,100 SF)
SELLER:	City of Hanford 315 N. Douty St. Hanford, CA 93230
BUYER:	4Creeks, Inc.; or assignee 324 S. Santa Fe St. Visalia, CA 93292
PURCHASE PRICE:	\$1.00
INITIAL DEPOSIT:	\$0.00
ESCROW:	Escrow shall be with Chicago Title Co. and shall provide for closing within 120 Days.
CONTINGENCIES:	The Purchase shall be conditioned upon the following contingencies being approved by Buyer within 60 days from delivery of the Architectural Design Standards and execution of the Purchase Contract.
A.) Zoning-	Seller shall deliver the Premises zoned appropriately or with a CUP for restaurant and an office.
B.) Possession-	Seller shall deliver sole and actual possession of the Premises to Buyer free and clear of all tenancies and parties in possession. Seller shall prepare legal description and fee title for underlying land beneath building and building access locations, including any necessary access easements to public right of way and parking lots.



324 S. Santa Fe St., Suite A
Visalia, CA 93292

- C.) Title- Buyer shall have the right to review a preliminary title report for the Premises no later than 10 days after execution of purchase contract. In the event there are items in the title report unacceptable to Buyer, Buyer shall notify Seller and Seller shall cure such defects within 30 days of receipt of written notice from Buyer the Buyer shall have the option of curing said defects at its cost or terminating the Purchase Contract.
- D.) Environmental - Seller providing a Phase I Environmental Assessment to Buyer if Seller has one in possession. Buyer may order the Environmental studies not later than 30 days from Purchase Contract execution.
- E.) Permits- Buyer's obtaining all permits for the construction and operation of Buyer's intended use of the Premises within 90 days. Seller shall cooperate with Buyer in the obtaining of all permits required by Buyer. Buyer shall diligently pursue the acquisition of said permits.
- F.) Condition at Delivery- Should Buyer purchase the Premises; Seller will convey the Premises to Buyer as a standalone parcel with acceptable access to Douty St. and adjacent parking lot. All utilities and services are as-is. ~~delivered to the subject property line, including water, sewer, gas and electrical capable of 600 amps. Seller / Developer shall do any required right of way improvements.~~
- G.) Access/
Parking/
Signage- Seller delivering suitable ingress and egress to and from the Premises and Buyer obtaining adequate parking, signage, and site layout for Buyer's intended use of the Premises. Buyer shall diligently pursue the determination of these issues.
- H.) CAM Fees Buyer's property shall not be included in common area maintenance or fees.

**AUTHORIZATION TO
INSPECT PREMISES:**

Seller grants to Buyer and Buyer's agents the right and permission to enter upon the Premises to inspect, appraise and survey the real estate and to make borings, soil bearing tests, and other tests to determine the suitability of the Premises for Buyer's intended use, provided, however, that said tests shall be conducted as not to damage the Premises or any structure thereon.

CONTRACT:

Seller's attorney shall prepare a purchase contract and deliver to Buyer for its review.

BROKER COMMISSION:

There shall be no broker commission as part of this contract.

Notwithstanding any provision to the contrary contained herein, this letter shall not constitute an agreement to negotiate and solely constitutes an outline of certain key terms. Seller and Buyer each acknowledge and agree that each party is



324 S. Santa Fe St., Suite A
Visalia, CA 93292

proceeding with negotiations relating to the proposed purchase at its sole cost and expense and that either party may terminate negotiations at any time and for any reason without any liability or obligation whatsoever.

Seller agrees to enter confidential and exclusive negotiations with Buyer, until negotiations are concluded. Seller agrees that it will not advertise or request further public bids during initial negotiations.

Buyers intend to restore and remodel existing building into a small restaurant-based use and an engineering & surveying office.

The parties do not intend this letter to be a contract or to be bound by this letter. A contract will not exist unless and until the parties have executed a formal Purchase Contract approved by their respective counsel regarding the subject matter of this letter and containing all other essential terms of any agreed upon transaction. The parties acknowledge that they have not set forth herein nor agreed upon all essential terms of the subject matter of an agreed transaction, including without limitation any other anticipated terms, and that such essential terms will be the subject of further negotiation.

Upon your review of the above, please contact me with any questions or comments that you may have. Should the above proposal be agreeable, please so indicate by executing this document below, and returning it to me not later than May 31, 2021. If the same is not timely received, this proposal shall expire on such date (unless otherwise extended by Buyer). Thank you. We look forward to working with you.

Respectfully,

Matthew Ainley
4Creeks, Inc.

Agreed to this 1st day of June, 2021.

(Sellers).



324 S. Santa Fe St., Suite A
Visalia, CA 93292

Property Exhibit:



Attachment: 4creeks Bastille LOI - fully signed (City Att: Exclusive Negotiating Agreement with 4Creeks, Inc.)

EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT
FOR EVALUATION OF REAL PROPERTY

* * * * *

This Exclusive Negotiating Rights Agreement for Evaluation of Real Property (“**Agreement**”) is effective this 1st day of June, 2021 (“Effective Date”) by and between the City of Hanford, a municipal corporation (“**City**”) and 4Creeks, Inc., a California corporation (“**4Creeks**”). City and 4Creeks shall be collectively referred to herein as “**the Parties**” and individually as “**a Party**.”

Recitals

WHEREAS, City owns that real property commonly known as the Bastille, which is located at 113 Court Street and comprises a portion of APN 010-265-001; and

WHEREAS, 4Creeks desires to purchase the Bastille from City and City desires to sell the Bastille to 4Creeks; and

WHEREAS, the Parties have executed a Letter of Intent dated June 1, 2021, a true and correct copy of which is attached hereto as Exhibit “A”; and

WHEREAS, the Letter of Intent is hereby incorporated herein by reference; and

WHEREAS, 4Creeks wishes to enter the Bastille property for purposes of inspection and evaluation; and

WHEREAS, the Parties wish to negotiate the terms of 4Creeks’ purchase of the Bastille from City.

WHEREFORE, the Parties agree as follows:

1. City grants to 4Creeks an exclusive agreement to analyze the development potential of the Bastille for a period of sixty (60) calendar days from the Effective Date (“**Term**”). 4Creeks will, at its sole cost and expense, analyze the development potential of the Bastille.
2. City grants 4Creeks the right to enter the Bastille property to inspect, appraise, and survey the property and to make borings, soil bearing tests, and other tests to determine the suitability of the property for 4Creeks’ intended use; provided however, 4Creeks’ due diligence efforts shall be conducted in a manner that does not damage the property or any structure thereon. If 4Creeks’ due diligence efforts alter the Bastille property in any manner, 4Creeks shall promptly restore the property. As a condition of its right to enter the property, 4Creeks and its contractors shall satisfy the insurance requirements set forth in the attached Exhibit “B,” which is incorporated herein by reference.

3. 4Creeks shall indemnify, defend and hold City and its officials, officers, employees, representatives, and agents (collectively "City Parties") harmless from and against any and all loss, cost, damage, expense, claim or liability, including personal injury, loss of life and/or property damage, suffered by 4Creeks or its shareholders, directors, officers, employees, agents, or contractors (collectively "4Creeks Parties") caused by the condition of the Bastille property or which may be caused by the acts or omissions of 4Creeks Parties occurring hereunder.
4. 4Creeks shall promptly pay all costs, fees and expenses incurred as a result of or associated with inspection and evaluation work done or caused to be done at the property. 4Creeks shall keep the Bastille property free from mechanics and similar liens and charges resulting from its inspection and evaluation work.
5. City will not negotiate with other parties, nor will it entertain any offers to purchase the Bastille during the term of this Agreement.
6. During the Term, the Parties will engage in negotiations regarding 4Creeks' purchase of the Bastille. If such negotiations are successful, the Parties shall jointly prepare a Purchase & Sale Agreement for 4Creeks' acquisition of the Bastille. If negotiations are unsuccessful, City will have no obligation to sell the Bastille property to 4Creeks and will not be responsible for reimbursing 4Creeks for any costs or expenses incurred for its inspection and evaluation of the property.
7. No change, amendment or modification of this Agreement shall be valid unless the same be in writing and signed by the Parties.
8. If any Party to this Agreement initiates a lawsuit to enforce or interpret the terms and conditions of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs, in addition to any other relief, as determined by the court, to which it may be entitled.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates reflected below.

CITY

City of Hanford, a municipal corporation

Dated: June __, 2021

By: _____
MARIO A. CIFUENTEZ II
City Manager

4CREEKS

4Creeks, Inc., a California corporation

Dated: May 28, 2021

By:  _____
MATTHEW AINLEY
Chairman of the Board

Attachment: 2021.06.01 4Creeks Exclusive Negotiating Agreement (City Att: Exclusive Negotiating Agreement with 4Creeks, Inc.)

EXHIBIT “A”

Letter of Intent

Attachment: 2021.06.01 4Creeks Exclusive Negotiating Agreement (City Att: Exclusive Negotiating Agreement with 4Creeks, Inc.)

EXHIBIT “B”**Insurance Provisions**

1. If 4Creeks or a contractor of 4Creeks enters the Bastille property during the Term of this Agreement, 4Creeks and each of its contractors shall maintain, at their own expense, the following insurance coverage:

Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 0001 1207 covering CGL on an “occurrence” basis, including products-completed operations, personal and advertising injury, with limits no less than TWO MILLION DOLLARS (\$2,000,000) per occurrence and FOUR MILLION DOLLARS (\$4,000,000) aggregate.

Automobile Liability: If 4Creeks or its contractor(s) will utilize an automobile in exercising the rights under this Agreement, 4Creeks and its contractors shall maintain automobile liability insurance written on ISO Form Number CA 00 01 covering any auto (Code 1), or if 4Creeks or its contractors has no owned autos, hired (Code 8), and non-owned autos (Code 9), with a limit no less than ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury and property damage.

Workers’ Compensation and Employer’s Liability: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with a limit of no less than ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease.

2. All insurance required hereunder shall be carried with competent and reliable insurance companies with a current A.M. Best’s rating of no less than A:VII.
3. CGL and Automobile Liability policies shall be endorsed to name City Parties as additional insureds.
4. 4Creeks and its contractors shall cause their insurers to issue endorsements waiving all rights of subrogation against City Parties.
5. Insurance policies maintained by 4Creeks and its contractors will be endorsed so that they are primary and non-contributory with respect to coverage maintained by City Parties.
6. Upon execution of this Agreement, 4Creeks and its contractors shall furnish to City a certificate or certificates of insurance and endorsements from their insurers confirming the requirements set forth above have been satisfied and stating that said insurance is in full force and effect, that the premiums have been paid thereon, and that City will be notified in writing at least fifteen (15) calendar days prior to termination, cancellation or modification of any insurance policy required hereunder.



AGENDA STAFF REPORT

MEETING DATE: 6/15/2021

AGENDA SECTION: D

SUBJECT:

Public Works: Authorization for the Director of Public Works to send a letter to the Local Agency Formation Commission (LAFCO), requesting the Extension of Services to the proposed dwelling unit in the County without annexation by the City of Hanford. (11530 10 1/2 Ave south of Hanford-Armona Road)

RECOMMENDATION:

That the City Council, by motion, Authorize the Director of Public Works to send a letter to the Local Agency Formation Commission (LAFCO) requesting the Extension of Services to the dwelling unit in the County without annexation by the City of Hanford. (11530 10 1/2 Avenue south of Hanford-Armona Road)

BACKGROUND:

The City of Hanford has been approached by the applicant of the dwelling unit, Mr. Claro Garcia, to allow the extension of City sewer to service the dwelling unit.

The applicant reported their project cannot be facilitated by development of a septic system on site due to cost. The applicant would be subject to all applicable City of Hanford codes, regulations, fees and related requirements associate with the connection of City sewer services within the City of Hanford service area.

City staff recommends approval of the request letter to LAFCO for the Extension of sewer services based upon the conditions below:

1. Applicant to pay for the LAFCO Extension of Services fees.
2. Approval by LAFCO for the applicant to connect to City Sewer Lines without annexation into the City of Hanford.
3. The property owner will be required to pull a City of Hanford encroachment Permit to cover the following:

- a. All work to be done in accordance with currently adopted State and local Building Codes and Standards.
 - b. Installation of a minimum 4" sewer lateral line per City of Hanford Improvement Standards, subject to approval by the County of Kings and the City of Hanford.
 - c. Installation of a minimum 48" drop manhole at the intersection of 6" sewer pipes.
 - d. Installation of a cleanout at the end the 6" sewer manifold.
 - e. All normal City of Hanford fees (including impact fees) associated with this project must be paid.
 - f. The applicant will enroll for City sewer service at the time the permit is pulled and issued.
4. All work and materials are to be provided at the sole expense of the applicant.

FISCAL IMPACT:

The City does not currently have a cost for this project but would only be responsible for reimbursement to oversize the lines to comply with the City's Master Plans, if applicable. The Capital Improvement Budget allocates funds every year for oversizing of mains within the City's system.

ATTACHMENTS:

LAFCO Request for 11530 10 and a half Ave



City of Hanford

Public Works Department

900 South 10th Ave. • Hanford, CA 93230-5234 • (559) 585-2550

June 15, 2021

Greg Gatzka
Kings County Local Agency Formation Commission
Kings County Government Center
1400 W. Lacey Blvd.
Hanford, CA 93230

RE: City wastewater service request for project located in unincorporated Kings County

The City of Hanford received a request from Mr. Claro Garcia (applicant) to provide wastewater services to the dwelling unit at 11530 10 ½ Avenue south of Hanford Armona Road (see attached sketch).

The applicant reported their project cannot be facilitated by development of a septic system. The applicant would be subject to all applicable City of Hanford codes, regulations, fees and related requirements associate with the connection of City wastewater services within the City of Hanford service area.

The Hanford City Council approved the applicant's request to connect to City wastewater. The applicant is requesting Local Agency Formation Commission's (LAFCO) approval. The project would require the construction of a 6" sewer manifold along 10 ½ Avenue property frontage and a 48" drop manhole from an existing 6" sewer stub to the south, to adequately service this project. The City is formally requesting LAFCO approval for Extension of Services under Government Code Section 56133 to provide City sewer services at the proposed project location; a property located within the City's Primary Sphere of Influence.

This approval is subject to the following conditions which are normal to all parties connecting to the water and sewer system within the City of Hanford, except for the required approval by the LAFCO and the County of Kings, which is applicable in this case.

1. Applicant to pay for the LAFCO Extension of Services fees.
2. Approval by LAFCO for the applicant to connect to City Sewer Lines without annexation into the City of Hanford.
3. The property owner will be required to pull a City of Hanford encroachment Permit to cover the following:
 - a. All work to be done in accordance with currently adopted State and local Building Codes and Standards.
 - b. Installation of a minimum 4" sewer lateral line per City of Hanford Improvement Standards, subject to approval by the County of Kings and the City of Hanford.

Attachment: LAFCO Request for 11530 10 and a half Ave (PW: Approval of request to LAFCO for Extension of Services)

- c. Installation of a minimum 48" drop manhole at the intersection 6" sewer pipes.
 - d. Installation of a cleanout at the end the 6" sewer manifold.
 - e. All normal City of Hanford fees (including impact fees) associated with this project must be paid.
 - f. The applicant will enroll for City sewer service at the time the permit is pulled and issued.
4. All work and materials are to be provided at the sole expense of the applicant.

If you have any questions regarding this approval, please feel free to contact me at (559)585-2571.

Sincerely,



Johnathan L. Doyel, PE/PLS
Director of Public Works



**AGENDA
STAFF REPORT**

MEETING DATE: 6/15/2021	AGENDA SECTION: A
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SUBJECT:

Community Development: Council Review and Consideration of Substantial Amendment No.4 to the City of Hanford Community Development Block Grant (CDBG) 2019-2020 Action Plan

RECOMMENDATION:

See staff report, attached.

FISCAL IMPACT:

ATTACHMENTS:

Staff Report.06.15.21. CDBG Amend No.4

**CITY OF HANFORD CITY COUNCIL
STAFF REPORT**

MEETING DATE: Tuesday, June 15, 2021

SUBJECT: **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG):**
Fourth Substantial Amendment to the 2019-2020 Annual Action Plan.

STAFF RECOMMENDATION

- 1.) Staff recommends that the City Council review and provide direction related to the proposed 2019-2020 Community Development Block Grant (CDBG) Action Plan Substantial Amendment.

BACKGROUND

On December 17, 2019, the City amended its Fiscal Year (FY) 2019-2023 Consolidated Plan and FY 2019-20 Annual Action Plan to include the proposed use of \$302,084 CDBG funds. On June 2, 2020, the City completed a second amendment to program \$325,307 of the CDBG-CV1 funds to better serve the low- and moderate-income residents and small businesses within Hanford. On December 1, 2020, the City completed a third amendment to program \$338,705 of the CDBG-CV3 funds to better serve the low- and moderate-income residents within Hanford.

In 24 CFR Part 91, HUD has established that grantees must amend approved Action Plans. This proposal qualifies as a substantial amendment because it meets the following criteria, which are described in the City's Citizen Participation Plan:

- A change in the use of CDBG funds from one activity to another of 75% or more;
- A change in the purpose, scope, location or beneficiaries of an activity, and/or when an activity is added or eliminated from the One Year Action Plan; or
- Funding for proposed projects consists of uncommitted funds from projects that were underbudget from the previous years.

The City is now proposing to amend its FY 2019-20 Annual Action Plan for a fourth time. The actions proposed by this Substantial Amendment involve redirecting unspent funds from one activity to two others and redirecting the allocated funds from one subrecipient to another. The proposed changes include:

Longfield Center Improvements: Improve the outdated scoreboards, seating, and security at Longfield Community Recreational Center. The center is a recreational center that also serves as a sports facility for the City's youth in one of the City's highest Low-Moderate Income (LMI) areas.

Original Allocation: \$55,000
Proposed Decrease: \$28,335

Parks and Scholarship Assistance:

The City of Hanford Parks and Community Services Department operates a summer day camp for ages 5-12. The summer camp aims to provide enrichment, recreation, and social activities during the non-school summer months (June 7, 2021- August 6, 2021). The established fee is \$100 per child per week. The proposed activity will provide financial assistance to 21 children of low to moderate families who qualify under the CDBG income guidelines below:

Original Allocation: \$0
Proposed Allocation: \$18,665

County	INCOME CATEGORY	1	2	3	4	5	6	7	8
KINGS County	"30%" Limit Extremely Low	14,650	16,750	18,850	20,900	22,650	24,250	25,950	27,600
	"50%" Limit Very Low	24,400	27,900	31,400	34,850	37,750	40,450	43,250	46,050
	"80%" Limit Low Income	39,050	44,600	50,200	55,750	60,250	64,700	69,150	73,600

Effective: June 2021

Fair Housing :

As an entitlement grantee, the City of Hanford is required to ensure that its programs affirmatively further access to fair housing and that its policies and procedures do not discriminate against individuals based on any protected class which would deny the opportunity to participate in, access, or benefit from the programs and activities carried out as part of the CDBG Program. CDBG funds will be used to partner with the City of Porterville and jointly solicit proposals from qualified organizations for the development, implementation, and administration of a Fair Housing Program starting August of 2021.

Original Allocation: \$7,000
Proposed Increase: \$8,000
Revised Allocation: \$15,000

Roomkey & Homekey -Kings County Human Services Agency:

The purpose of project Roomkey is to provide non-congregate shelter options for people experiencing homelessness, protect human life, and minimize strain on health care system capacity. Project Roomkey gives people experiencing homelessness and are recovering from COVID-19 or have been exposed to COVID-19 a place to recuperate and properly quarantine outside of a hospital. Building on the success of Project Roomkey , Homekey is the next phase in the state's response to protecting Californians experiencing homelessness who are at high risk for serious illness and are impacted by COVID-19. Funds will be used to offset 25% match for room key project and with the Rehab of the Stardust Motel and cost to convert rooms to a studio apartment.

Original Allocation: \$238,702
Revised Allocation: \$0

**Stardust Kings Tulare Homeless Alliance (KTHA) LLC
Sunrise Apartments Project formerly the Stardust Motel**

On December 1, 2020, Council allocated \$238,702 to Kings County Human Services for the Stardust Motel rehab conversion project . Since that time, in an effort to obligate the funding and expedite the project, Kings County Human Services has requested that the City redirect the funds to Stardust KTHA, LLC to complete the Sunrise project.

Note: This is the same project as listed above, only the subrecipient changed

Original Allocation:	\$0
Revised Allocation:	\$238,702

PUBLIC REVIEW

According to HUD regulations, the City's Citizen Participation Plan, and current HUD waivers for grant programs and consolidated plan requirements to prevent the spread of COVID19, staff published a 5-day comment period and public hearing. Public comments and Council's allocation recommendations will be included in the Substantial Amendment to the FY 2019-2020 Annual Action Plan.

The public review period began on June 11, 2021 and ended on June 15, 2021.

ACTION FOLLOWING APPROVAL

Staff will submit the amendment to the 2019/20 Annual Action Plan. Utilization of CDBG-CV and CDBG funds will be available upon HUD's approval of the 2019/20 Action Plan Amendment.



AGENDA STAFF REPORT

MEETING DATE: 6/15/2021	AGENDA SECTION: B
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SUBJECT:

FIRE: Approval of an annual contract with Lexipol, LLC for reviewing, developing and updating the Fire Department policy and procedures; Authorization for the City Manager to execute the required Agreement for \$51,902; and Appropriation of \$42,000 from the City's General Fund in 2020/2021 to cover the cost of the implementation

RECOMMENDATION:

That the City Council, by motion, approve the purchase and annual subscription from Lexipol, LLC for reviewing, developing and updating the Fire Department policy and procedures manual at a cost of \$51,902 and appropriate the necessary funding from the General Fund to cover the cost of the complete implementation.

BACKGROUND:

The Fire Department has always developed and maintained their own internal policies and procedures since their creation and implementation. While efforts have been made to continually update and review Standard Operating Procedures (SOP's), the department is unable to keep them current with the constant changes to legislation, case law, industry standards, and best practices. Lexipol has demonstrated its value to over 8,100 agencies and municipalities.

The Hanford Police Department currently utilizes Lexipol for maintaining and updating their policies and procedures. Lexipol has provided comprehensive, defensible policies developed by legal and public safety professionals. Their experienced team instills confidence by constantly monitoring and reviewing government legislation, case decisions, industry standards, and best practices to develop them into our programs. The challenges faced by public service agencies to maintain updates has become too burdensome for personnel to track and implement. Line personnel lack the experience and skillset to develop policies and procedures capable of guiding personnel under current state and federal statutes.

Exposure and risk from poorly developed and written policies is predictable, and therefore manageable when the City utilizes this type of service to keep policies current and relevant. The

first place investigators will look is policies, procedures, and training records. That is the primary reason for hiring a specialized firm to handle specialized tasks. This is a situation that warrants knowledgeable and experienced practitioners to mitigate liability.

Attached is the proposal and agreement for review by Council. With the Police Department already utilizing Lexipol it is recommended to expand the agreement to include Fire.

FISCAL IMPACT:

If approved, Council will need to appropriate an additional \$42,000 in Fiscal Year 2020/2021 from the General Fund to the Fire Department's operating budget to cover the cost of the implementation. The total cost of \$51,902 includes approximately \$9,900 in annual publication service expenses that will need to be covered by the General Fund in future years. The annual costs will be covered by the proposed budget to be considered for adoption by Council for fiscal years 2021/2022 and 2022/2023. The additional costs in 2020/2021 will be offset from projected savings and reimbursements in the Fire Department fiscal year 2020/2021 operating budget.

ATTACHMENTS:

Hanford City Fire Department Lexipol Agreement 6.4.21

Hanford City Fire Department Lexipol Proposal 6.4.21



AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: Hanford City Fire Department
 Agency's Address: 350 W Grangeville Blvd
 Hanford, California 93230

Attention: Chief Steve Pendergrass

Lexipol's Address: 2611 Internet Boulevard, Suite 100
 Frisco, Texas 75034

Prepared By: Jeffrey Hopper

Program Start Date: _____
 (to be completed by Lexipol upon receipt of signed Agreement)

This Subscription Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above.

This Agreement consists of: (a) this **Cover Sheet**; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees); (c) **Exhibit B** (Terms and Conditions Specific to this Agreement); and (d) Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>.

In the event of any inconsistency or conflict between Lexipol's General Terms and Conditions and those contained in **Exhibit B**, the terms and conditions contained in **Exhibit B** shall control.

Each person signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Hanford City Fire Department

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Attachment: Hanford City Fire Department Lexipol Agreement 6.4.21 (FIRE: Lexipol Agreement)

Exhibit A

SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES

Agency is purchasing the following:

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Fire Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/Fire Operations Procedures (12 Months)	USD 9,902.00	USD 9,902.00
	Subscription Line Items Total		USD 9,902.00
1	Fire Full Implementation	USD 42,000.00	USD 42,000.00
	One-Time Line Items Total		USD 42,000.00
			USD 51,902.00
TOTAL:			USD 51,902.00

*Fire pricing is based on 32 Fire Authorized Staff.

*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol upon the execution of this Agreement.

Exhibit B

Terms and Conditions Specific to this Agreement

The following terms and conditions apply to all Subscription Services purchased by Agency. Capitalized terms used but not defined herein shall have the meaning set forth in Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>. In the event of any inconsistency or conflict between Lexipol's General Terms and Conditions and those contained herein, the Terms and Conditions contained in this Exhibit B shall control.

1. **Term.** This Agreement becomes effective and enforceable upon signature by Agency's authorized representative, with a Program Start Date as specified on the cover sheet of this Agreement. This Agreement shall remain in effect for a minimum one (1) year period commencing on the Program Start Date unless a different time period is specified on Exhibit A (the "Initial Term"); provided, however, that the Term will be automatically extended for successive one-year periods thereafter (each a "Renewal Term") unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to expiration of the Initial Term or the then-current Renewal Term, as the case may be. The Initial Term and all subsequent Renewal Terms shall collectively comprise the "Term" of this Agreement. Notwithstanding the foregoing, this Agreement remains subject to termination as provided in Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>.
2. **Subscription Fee/Invoicing.** Lexipol will invoice Agency for purchased Subscription Services at the commencement of the Initial Term and thirty (30) days prior to the beginning of each Renewal Term. Agency will pay the invoiced amount to Lexipol within thirty (30) days of the invoice date. All invoices will be sent to Agency at the address for Agency specified on the first page of this Agreement to which these Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the invoice. Lexipol reserves the right to increase pricing for each Renewal Term.
3. **Ownership of Materials; Derivative Works; Right to Use.**

3.1 Policy Subscriptions and Materials. This Section applies when Agency has subscribed to or otherwise receives access to Lexipol's Subscription Materials, as defined below.

- i **Generally.** Agency acknowledges and agrees that all policy-based Subscription Services, including but not limited to all policy manuals, supplemental policy publications, daily training bulletins, and all other materials provided by Lexipol to Agency from time to time during the term of this Agreement (such materials collectively, the "Subscription Materials") are proprietary products of Lexipol, protected under U.S. copyright, trademark, patent, and other applicable law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms, conditions and limitations in this Agreement, Lexipol hereby grants Agency the right to prepare derivative works of the Subscription Materials (each, a "Derivative Work," as defined in Section 1 of the General Terms and Conditions); provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove any copyright notice or other proprietary notice of Lexipol appearing on Subscription Materials or Derivative Works and shall include such notices at the appropriate place on each copy thereof.
- ii **Right to Use; Limitations on Use.** Subject to the terms, conditions, and limitations in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use the Subscription Materials and any Derivative Works in each case, solely for the Agency's internal purposes. Agency shall not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, or display, in whole or in part, by any means or medium, whether electronic or mechanical, or by any information storage and retrieval system, any Subscription Materials or any Derivative Work other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any Subscription Materials or any Derivative Work into or onto any third party, document, knowledge, or other content management system or service without Lexipol's prior written consent. The foregoing does not prohibit Agency from providing Subscription Materials or Derivative Works pursuant to an order from a court or other governmental agency or other legal process, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit Agency from displaying the adopted/approved final policy document on a

Exhibit B

publicly accessible website for official agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 3.1(i) above.

- iii **Policy Adoption.** Agency hereby acknowledges and agrees that all policies and Daily Training Bulletins (DTBs) included in the Subscription Materials provided by Lexipol have been individually reviewed, customized, and adopted by Agency for use by Agency in accordance with this Agreement. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees, or representatives shall be considered “policy makers” in any legal or other sense, and that the chief executive of Agency will, for all purposes, be considered the “policy maker” with regard to each and every such policy and DTB.

3.2 Learning Management System. This Section applies when Agency has subscribed to Lexipol’s Learning Management System (“LMS”). The LMS is a proprietary product of Lexipol, protected under U.S. copyright, trademark, patent, and other applicable law. Lexipol and its licensors retain all rights, title, and interest in and to the LMS (including, without limitation, all intellectual property rights), including all copies, modifications, extensions, and Derivative Works thereof. Agency’s right to use the LMS is limited to the rights expressly granted in this Agreement. All rights not expressly granted to Agency are reserved and retained by Lexipol and its licensors. As between Agency and Lexipol, (a) all Agency Data, defined as data owned by Agency prior to the Program Start Date of this Agreement or data not otherwise subject to the definition of “Derivative Work” in Lexipol’s General Terms and Conditions, is Agency’s property, and (b) Agency retains all rights, title, and interest in and to Agency Data, including all copies, modifications, extensions, and derivative works thereof. Lexipol retains no right or interest in any Agency Data and shall return or destroy Agency Data following termination of this Agreement. Agency’s purchase of LMS Subscription Services is subject to Lexipol’s General Terms and Conditions, this Exhibit B (including this Section 3.2) and the terms and conditions found at: <https://www.lexipol.com/lms-master-service-agreement/>.

3.3 Wellness Applications. This Section applies when Agency has subscribed to Lexipol’s Wellness Applications, provided by Cordico®, including but not limited to CordicoShield, CordicoFire, and all other Cordico products and services (collectively, the “Wellness Services”). The Wellness Services are proprietary products of Lexipol, protected under U.S. copyright, trademark, patent, and other applicable law. Lexipol and its licensors retain all rights, title, and interest in and to the Wellness Services (including, without limitation, all intellectual property rights), including all copies, updates, modifications, and versions thereof. Agency’s right to access and use the Wellness Services is limited to the rights expressly granted in this Agreement. All rights not expressly granted to Agency are reserved and retained by Lexipol and its licensors. As between Agency and Lexipol, (a) all Agency Data collected through the Wellness Services remains Agency’s property, and (b) Agency retains all rights, title, and interest in and to Agency Data, including all copies, modifications, extensions, and derivative works thereof. Lexipol retains no right or interest in any Agency Data and shall return or destroy Agency Data following termination of this Agreement. In addition, upon termination of this Agreement for any reason, Agency shall lose access to all Wellness Services. Agency’s purchase of Wellness Services is subject to Lexipol’s General Terms and Conditions, this Exhibit B (including this Section 3.3) and the Terms of Use and Privacy Policy set forth within each Wellness Application.

3.4 Generally; Injunctive Relief. Except as expressly provided herein, nothing in this Agreement shall be construed as conferring any rights or license to Lexipol’s trade secrets, intellectual property, Confidential Information, Subscription Materials, Wellness Services, or the software underlying such products and services, whether by estoppel, implication or otherwise. Agency may not decompile, disassemble, reverse engineer or otherwise attempt to discover any source code contained in any software-based Subscription Services. Notwithstanding any other term or condition herein, Agency grants all rights and permissions in or relating to Agency Data as are necessary or useful to Lexipol to enforce this Agreement, exercise Lexipol’s rights, and perform Lexipol’s obligations hereunder. Agency acknowledges that a breach or threatened breach of any portion of this Section 3 may cause irreparable harm and shall entitle Lexipol to injunctive relief in addition to any other available remedy.

4. Warranty Disclaimer. ALL SUBSCRIPTION SERVICES AND SUBSCRIPTION MATERIALS ARE PROVIDED “AS IS” AND LEXIPOL HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LEXIPOL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

5. Disclaimer of Liability. Agency acknowledges and agrees that Lexipol, its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Services or the

Exhibit B

Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

6. **Limitation of Liability.** Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement, the Subscription Services, or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol by Agency for the Purchased Subscription Services under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.
7. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.
8. **Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes all prior written and oral agreements and understandings with respect to the subject matter hereof. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.
9. **Additional Terms and Conditions.** Except as set forth above, this Agreement remains subject to Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>.

Attachment: Hanford City Fire Department Lexipol Agreement 6.4.21 (FIRE: Lexipol Agreement)



SOLUTIONS PROPOSAL

**PREPARED FOR:**

Hanford City Fire Department
Fire Chief Steve Pendergrass
spendergrass@cityofhanfordca.com
(559) 585-2545

PREPARED BY:

Jeffrey Hopper
jhopper@lexipol.com
(816) 788-6644

2611 Internet Blvd, Ste 100
Frisco, Texas 75034
(844) 312-9500
www.lexipol.com

Executive Summary

Public safety agencies and local government organizations today face challenges of keeping personnel safe and healthy, reducing risk and maintaining a positive reputation. Add to that the dynamically changing legislative landscape and evolving best practices, and even the most progressive, forward-thinking departments can struggle to keep up.

Lexipol's solutions are designed to save you time and money while protecting your personnel and your community. Our team consists of professionals with expertise in public safety law, policy, training, mental health and grants. We continually monitor changes and trends in legislation, case law and best practices and use this knowledge to create policies, training, wellness resources and funding services that minimize risk and help you effectively serve your community.

THE LEXIPOL ADVANTAGE

Lexipol was founded by public safety experts who saw a need for a better, safer way to run a public safety agency. Since the company launch in 2003, Lexipol has grown to form an entire risk management solution for public safety and local government. Today, we serve more than 8,100 agencies and municipalities and 2 million public safety and government professionals with a range of informational and technological solutions to meet the challenges facing these dynamic industries. In addition to providing policy management, online training, wellness resources, and grant assistance, we provide 24/7 industry news and analysis through the digital communities Police1, FireRescue1, Corrections1, EMS1 and Gov1.

Our customers choose Lexipol to make an investment in the safety and security of their personnel, their agencies and their communities. We help agencies address issues that create substantial risk, including:

- Inconsistent and outdated policies
- Lack of technology to easily update and issue policies and training electronically
- Unchecked mental health needs of staff
- Difficulty keeping up with new and changing legislation and practices
- Inability to produce policy acknowledgment and training documentation
- Unfamiliarity of city legal resources with the intricacies of public safety law
- The need to secure grant funding for critical equipment, infrastructure and personnel

Lexipol is backed by the expertise of 320 employees with more than 2,075 years of combined experience in constitutional law, civil rights, ADA and discrimination, mental health, psychology, labor negotiations, Internal Affairs, use of force, hazmat, instructional design, federal and state grants and a whole lot more. That means no more trying to figure out policy, develop training or wellness content or secure funding on your own. You can draw on the experience of our dedicated team members who have researched, taught and lived these issues.

We look forward to working with Hanford City Fire Department to address your unique challenges.

Scope of Services

Policy Manual

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Supplemental Publication Service

Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

Fire Procedures

Clear and accessible procedures are imperative to ensure safe, effective and consistent emergency response and personnel interactions. Lexipol's fire procedures, based on national best practices, give you critical operational and administrative procedures as well as a template to build on.

- More than 35 best practice procedures designed to support safe and effective operations
- Tactical procedures address the operations most often cited as contributing to firefighter injury or death as well as the most common call types
- Administrative procedures address the areas of highest legal liability as well as best practices for organizational success
- Scenario-based training reinforces live training
- Mobile-friendly decision trees and checklists prevent essential steps from being missed

Full Implementation

Lexipol's Full Implementation Service is individually tailored for agencies who want a start-to-finish, comprehensive policy adoption assistance. Lexipol's experienced Professional Services staff will:

- Streamline the process of policy adoption
- Assist your agency in developing a policy manual that meets your unique needs, philosophy and project timeline
- Integrate pre-existing agency content into appropriate sections within the policy manual
- Use a proven structure of policy editing and content merging, which will provide a framework to expedite subsequent policy updates and Daily Training Bulletin administration

Proposal

Prepared By: Jeffrey Hopper
 Phone: (816) 788-6644
 Email: jhopper@lexipol.com

Quote #: Q-08558-3
 Date: 5/7/2020
 Valid Through: 1/31/2021

Overview

Lexipol empowers first responders and public servants to best meet the needs of their residents safely and responsibly. We are the experts in policy, training and wellness support, committed to improving the quality of life for all community members. Our solutions include state-specific policies, online learning, behavioral health resources, funding assistance, and industry news and information offered through the websites Police1, FireRescue1, EMS1 and Corrections1. Lexipol serves more than 2 million public safety and government professionals in over 8,000 agencies and municipalities. The services proposed below are designed to meet your agency's specific goals and needs.

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Fire Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/Fire Operations Procedures (12 Months)	USD 9,902.00	USD 9,902.00
	Subscription Line Items Total		USD 9,902.00
1	Fire Full Implementation	USD 42,000.00	USD 42,000.00
	One-Time Line Items Total		USD 42,000.00
			USD 51,902.00
TOTAL:			USD 51,902.00

*Fire Policy pricing is based on 32 Fire Authorized Staff.

Attachment: Hanford City Fire Department Lexipol Proposal 6.4.21 (FIRE: Lexipol Agreement)



AGENDA STAFF REPORT

MEETING DATE: 6/15/2021	AGENDA SECTION: C
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SUBJECT:

Council: Receive and discuss the list of committees and boards that have City Council representation directly appointed by the Council and make new Appointments as appropriate.

RECOMMENDATION:

That the City Council receive and discuss the list of committees and boards that have City Council representation directly appointed by the Council and approve the Appointments of new representatives as recommended by a vote of the full Council.

BACKGROUND:

The attached list represents the appointments that were made during the January 19, 2021 Council meeting. With the resignation of Mr. Draxler as the District A representative and the appointment of Amanda Saltray to fill the unexpired term, Council is being asked to review the list and advise the Mayor of any changes to appointments or requests to be assigned a specific appointment. Interest should be expressed regardless of whether or not a current vacancy exists. Additionally, if a Council Member is currently a member of a particular committee and no longer wishes to serve in that capacity, the Council Member should notify the Mayor that they are no longer interested.

The Mayor will then make a recommendation to the full Council regarding which representatives will serve on the various boards and committees for the remainder of the 2021 term.

FISCAL IMPACT:

No fiscal impact

ATTACHMENTS:

Council Representation - 2021

2021 COUNCIL REPRESENTATION

ON BOARDS, COMMISSIONS, COMMITTEES

CITY BOARDS/COMMISSIONS

Parks and Recreation Commission
(2nd Monday each month – 5:30 pm)

Francisco Ramirez* Rep
Kalish Morrow Alt

Parking and Traffic Commission
(4th Thursday each month – 5:30 pm)

John Draxler* Rep
Francisco Ramirez Alt

Planning Commission
(2nd & 4th Tuesdays each month - 7:00 pm)

Kalish Morrow* Rep
Francisco Ramirez Alt

OTHER STANDING COMMITTEES

League of California Cities
(2nd Thursday, odd months – Executive Committee)
(2nd Thursday, even months – Division Meeting)
[\(Report Meals on City's Form 700\)](#)

John Draxler Rep
Martin Devine Alt

Kings Economic Development Corporation
(Last Monday each month – 11:30 am)

Kalish Morrow Rep
Francisco Ramirez Alt

Kings County Association of Governments
(4th Wednesday each month – 4:30 pm)
[\(Requires Form 700\)](#)

Diane Sharp Rep
Francisco Ramirez Alt

Kings County Area Public Transit Agency (KART)
(4th Wednesday each month – 1:30 pm)
[\(Requires Form 700\)](#)

Diane Sharp Rep
Francisco Ramirez Alt

Kings County Abandoned Vehicle Authority
Meets as needed - 4th Wednesday each month – 4:30 pm
[\(Requires Form 700\)](#)

Diane Sharp Rep
Francisco Ramirez Alt

Kings Community Action Organization (KCAO)
(3rd Wednesday each month - 4:30 pm)
[\(Requires Form 700\)](#)

Francisco Ramirez Rep
Diane Sharp Alt

Local Agency Formation Commission (LAFCO)
(4th Wednesday each month – 3:30 pm)
(Kings County City Selection Commission - Mayor does not appoint)
[\(Requires Form 700 IF appointed by City Selection Committee, otherwise not required\)](#)

Kalish Morrow Rep
Francisco Ramirez Alt

Same
Rep

Kings Waste and Recycling Authority (KWRA)

(2nd Wednesday each month - 8:00 am)

[\(Requires Form 700\)](#)John Draxler Rep
Francisco Ramirez Alt**Cross-Valley Rail Joint Powers Authority**

(Meeting dates vary, 1 to 2 per year)

Diane Sharp Rep
Kalish Morrow Alt**Special City Selection Committee***San Joaquin Valley Air Pollution Control District*
Mayor (Meeting dates vary)

Diane Sharp Rep

City County Coordinating Task Force

Mayor & Vice-Mayor (As Needed)

Francisco Ramirez Rep
Diane Sharp Alt**Kings County Area Disaster Council**

(On call)

Francisco Ramirez Rep
Diane Sharp Alt**Kings County Commission On Aging**(3rd Thursday each month – 2:30 pm)
Community Member

(Exp. 12/31/20)

Kings Mosquito Abatement District BoardBill Gundacker**
(Exp. 12/31/23)**San Joaquin Valley Task Force Steering Com.**

Clyde Amara***

San Joaquin Joint Powers Authority[\(Requires Form 700\)](#)

Kalish Morrow Rep

Mid-Kings River Groundwater Sustainability Agency[\(Requires Form 700\)](#)

Diane Sharp Rep

Kings County Homeless Commission*(Police Chief Sever is the Rep)*

Third Monday of each month.

John Draxler Alt

- * Non-Voting, Ex-Officio Member
 ** Appointed by Council (3 yr. term)
 *** Appointment made by County, confirmed by Council



**AGENDA
STAFF REPORT**

MEETING DATE: 6/15/2021	AGENDA SECTION:
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SUBJECT:
Council Future Agenda Items

FISCAL IMPACT:

ATTACHMENTS:
Council Future Agenda Items

Council Future Agenda Items

Originated Date	Item	Originator	Staff Lead	Date Estimate
4/7/20	Discussion of Pay for Parking Options in the Downtown Area	Council Consensus	John Doyel	7/6/2021
9/3/20	Proposed Rates & Fees adjustments	City Manager	Chris Tavarez	7/20/2021
9/3/20	Revised Business License Ordinance	Finance	Various Staff	7/20/2021
9/9/20	Revised Refuse Ordinance	Public Works	Jim Ross	6/15/2021
6/18/20	Discussion of Courthouse improvements and financing options	Council Consensus	Brad Albert	7/20/2021
3/3/2021	Development of Commission Handbook and Ordinance Updates	City Manager	Mario Cifuentez	7/6/2021
5/4/2021	Discussion on the requirements to change the land use designation on 18 acres adjacent to Hidden Valley Park from Low Density Residential to Open Space	Council Consensus	Gabrielle Myers	7/20/2021
5/4/2021	Review of the process for annexation of additional Industrial Park property	Council Consensus	Gabrielle Myers	7/6/2021
5/18/2021	Discussion regarding adding sections to the Hanford Municipal Code in order to permit additional uses in the C-R Regional Commercial zone district	Council Consensus	Gabrielle Myers	7/6/2021
5/18/2021	Discussion regarding amending the Hanford Municipal Code related to cannabis permitting	Council Consensus	Gabrielle Myers	7/6/2021

Attachment: Council Future Agenda Items (Council: Future Agenda Items)