

COUNCIL AGENDA: SEPTEMBER 16, 2014

SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT  
FAMILY HEALTHCARE NETWORK – COCOLA BROADCASTING  
COMPANIES – FIESTA DE LA FAMILIA AND HEALTH AND SAFETY  
FAIR - SUNDAY, OCTOBER 12, 2014

SOURCE: Finance Department

COMMENT: Family Healthcare Network and Cocola Broadcasting Companies are requesting approval to hold their annual Health and Safety Fair in conjunction with a Fiesta de la Familia, on Sunday, October 12, 2014 at Veteran's Park. This event will assist families with health screenings and will include music and entertainment.

This request is made under Community Civic Event Ordinance No. 1326, as amended. The application has been routed according to the ordinance regulations and reviewed by all the departments involved. The requirements are listed on the attached copy of the application, agreement, Exhibit A and Exhibit B.

RECOMMENDATION: That the Council approve the attached Community Civic Event Application and Agreement submitted by the Family Healthcare Network and Cocola Broadcasting Companies, subject to the stated requirements contained in the Application, Agreement, Exhibit A and Exhibit B.

ATTACHMENT: Community Civic Event Application and Agreement, Vendor List, Street Closure Request, Exhibit A, Exhibit B, Map, Outside Amplifier Permit and Certificates of Liability Insurance.

DD MB Appropriated/Funded MB C.M. J

Item No. 10

# CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257  
559-782-7451 Fax: 784-4569 www.ci.porterville.ca.us



(Incomplete applications can delay permit process)

## APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

DO YOU HAVE? Event Flyer? E-mail address? Website?  
Application date: 07/08/14 Event date: 10/12/14  
Event time: 2:00 - 5:00  
Name of Event: Porterville 14<sup>th</sup> Annual Health & Safety Fair  
in conjunction with Fiesta de la Familia  
Sponsoring organization: Family HealthCare Network Phone # (559) 280-1956  
Address: 1107 W. Poplar  
Authorized representative: Isabel Olmos Phone # (559) 280-1956  
Address: 323 W. Putnam Porterville  
Event chairperson: Isabel Olmos Phone # (559) 280-1956  
323 W. Putnam Porterville  
Location of event 1501 W. Henderson  
FREE (Location map must be attached)  
Type of event: Health & Safety Fair

Non-profit organization status: 94-2525145 501C3  
(IRS Determination) BL# 003836

City services requested (fees associated with these services will be billed separately):  
Barricades (quantity): \_\_\_\_\_ Street sweeping Yes \_\_\_\_\_ No ☒  
Police protection Yes \_\_\_\_\_ No ☒ Refuse pickup Yes \_\_\_\_\_ No \_\_\_\_\_  
Other: \_\_\_\_\_

Parks facility application required: Yes ☒ No \_\_\_\_\_ Attached \_\_\_\_\_  
Assembly permit required: Yes \_\_\_\_\_ No ☒ Attached \_\_\_\_\_

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

Appr.	Deny	
_____	_____	Bus. Lic. Spvr. _____
_____	_____	Pub. Works Dir. _____
_____	_____	Comm. Dev. Dir. _____
_____	_____	Field Svcs. Mgr. _____
_____	_____	Fire Chief _____
_____	_____	Parks Dir. _____
_____	_____	Police Chief _____
_____	_____	Admin. Svcs. Dir. _____

# CITY OF PORTERVILLE

## APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

### ***What constitutes a Community Civic Event?***

A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures. This application must be submitted **NO LESS THAN 30 DAYS PRIOR** to the date of the event in order to obtain City Council approval.

**All City Code requirements** are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit our City of Porterville website at [www.ci.porterville.ca.us/govt/CityClerk/](http://www.ci.porterville.ca.us/govt/CityClerk/), Porterville Municipal Codes. For questions or concerns please call 559-782-7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred (\$100) for the first violation.

**Liability insurance:** The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. **The City of Porterville and Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured.** A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. **This original certificate and endorsement shall be submitted to the Finance Department prior to the City of Porterville Council's approval.** *The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than one million dollars (\$1,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)*

S.O. Authorized Representative Initials

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

S.O. Authorized Representative Initials

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

S.O. Authorized Representative Initials

**First aid station:** Organization/Applicant will establish a first aid station, with clearly posted signs, to provide basic emergency care, such as ice/hot packs, bandages, and compresses.

S.O. Authorized Representative Initials

**Agreement:** The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees.

Family HealthCare Network	<u>S.O.</u>	07/09/14
(Name of Organization)	(Signature)	(Date)

# CITY OF PORTERVILLE

## VENDOR/PARTICIPANT LIST IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: 14<sup>th</sup> Annual Health & Safety Fair

Sponsoring organization: Family HealthCare Network

Location: Veterans Park Event date: 10/12/14 Event time: 2-5:00

All vendors are required to complete the business license permit form. List all firms, individuals, organizations, etc., that will engage in selling at or participate in the above-named event. **NO PERMIT WILL BE ISSUED WITHOUT THIS INFORMATION.** Vendors with no valid City of Porterville business license are required to pay \$1 per day to the City, with the exceptions of non-profit organizations per \*City of Porterville Municipal Code 15-20(E) Community Civic Events (16). This form should be completed at the time of application, but must be submitted **NO LESS THAN ONE WEEK PRIOR TO THE EVENT.**

<u>Vendor name</u>	<u>Address/Telephone</u>	<u>Business License required?</u>	<u>Type of Activity</u>
Porterville PD	350 N. 'D' St		Info Booth
Sierra View	465 W. Putnam		Info Booth
Proteus	54 N. Main		" "
Tulare County Ag	4437 S. Laspina		" "
211 United Way	1601 E. Prosperity Blvd		" "
Porterville Public	41 W. Thurman Ave		" "
Maximus	1400 W. Lacey Blvd		" "
Walmart Vision			" "
Anthem Blue	3330 W. Mervin King		" "
Ola Raza	180 W. Main		" "
Health Net	2121 N. Dinubex Blvd		" "

**\*Municipal Code 15-20(E) Community Civic Events (16): Business License Fees:** Any individual, company, firm, concessionaire, fair operator, carnival operator, etc., who engages in, conducts, organizes, or promotes business for profit shall pay a business license fee of one dollar (\$1.00) per day per amusement, entertainment, exhibit, ride or per booth, space, stall, stand or other unenclosed location used for the purpose of advertising, promoting, or sale of, or taking orders for, goods or services; except that no individual, company, firm concessionaire, fair operator, carnival operator, etc., who possesses a valid city business license shall be subject to separate licensing pursuant to this subsection E16.

The nonprofit sponsor shall collect said fee and remit the fee to the city within five (5) working days following the CCE. Said remittance shall be accompanied by a complete list of participants and consecutively numbered receipts written in triplicate, containing the name, address and telephone number of the licensee, and the licensee's California seller's permit number. Said receipts shall be furnished by the city. One copy of the receipt shall be furnished to the licensee, one copy filed with the finance department of the city, and one copy retained by the CCE sponsor for a period of three (3) years for audit purposes.

# CITY OF PORTERVILLE

REQUEST FOR STREET CLOSURES AND PUBLIC PROPERTY USAGE IN CONNECTION WITH THE  
APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER  
ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: Health & Safety Fair

Sponsoring organization: Family Health Care Network

Event date: 10/12/14 Hours: 2:00 PM - 5:00 PM

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

## Closed

<u>Street Name</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
<u>Sidewalks</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
<u>Parking lots and spaces</u>	<u>Location</u>	<u>Activity</u>	
<u>Parking Lot</u>	<u>East side of Vet's Park</u>	<u>Load/Unload Vendors</u>	

REQUIREMENTS FOR COMMUNITY CIVIC EVENT

FAMILY HEALTHCARE NETWORK  
14<sup>TH</sup> ANNUAL HEALTH AND SAFETY FAIR

COCOLA BROADCASTING COMPANIES  
FIESTA DE LA FAMILIA

OCTOBER 12, 2014

Finance Director:

*M. Bemis*

Public Works Director:

*B. Rodriguez*

Community Development Manager:

*J. Phillips*

No comments.

Field Services Manager:

*B. Styles*

No comments.

Fire Chief:

*G. Irish*

No comment.

Parks and Leisure Services Director:

*D. Moore*

Vehicles to remain on path and only allowed to unload and load. Place extra provided trash cans by main pavilion #1 after event. No parking in the park.

Police Captain:

*D. Haynes*

Please see Exhibit B.

Administrative Services Director:

*P. Hildreth*

Please see Exhibit A, page 2.

## REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Family Healthcare Network and Cocola Broadcasting Companies  
Event: 14<sup>th</sup> Annual Health and Safety Fair and Fiesta de la Familia  
Event Chairperson: Isabel Olmos and Melly Saldana  
Location: Veteran's Park  
Date of Event: October 12, 2014

### RISK MANAGEMENT: Conditions of Approval

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

- A. Said Certificate of Insurance shall be an original (fax and xerographic copies not acceptable), the Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.
- A. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A:VII, and the insurance company must be an 'admitted' insurer in the State of California.

## CITY OF PORTERVILLE

### Community Civic Event Application

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Proposed Event: Health & Safety Fair / Fiesta de la Familia

Date of Event: 10-12-14 / 0600-1800

Location of Event: Veterans Park

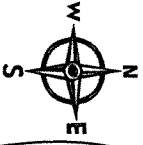
#### Recommendations/Requirements:

- City Council approval is required for all street/sidewalk closures.
- Participants must not interfere with the normal flow of pedestrian/vehicular traffic.
- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- An Outside Amplifier Permit has been approved and granted. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of event, event organizers shall ensure that affected parks/streets/sidewalks are promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to pedestrians or vehicles traveling in the area, as well as any other related materials such as signs, pamphlets and fliers.

Dan Haynes, Captain  
Porterville Police Department

EXHIBIT B





REST  
ROOMS

HEALTH  
FAIR

BOUNCE  
HOUSES



stage



Henderson

CITY OF PORTERVILLE  
OUTSIDE AMPLIFIER PERMIT  
(City Ordinances #18-9 & 18-14)



This application must be submitted ten (10) days prior to the date of the event. A copy of this permit must be at the operating premises of the amplifying equipment for which this registration is issued.

- 1 Name and home address of the applicant: COCOLA BROADCASTING CO (FIESTA DE LA FAMILIA EVENT)  
706 W. HENDERSON AVE. FRESNO, CA 93650
- 2 Address where amplification equipment is to be used: 1501 W. HENDERSON AVE. PORTERVILLE, CA
- 3 Names and addresses of all persons who will use or operate the amplification equipment: COCOLA BROADCASTING  
706 W. HENDERSON AVE. FRESNO, CA 93650
- 4 Type of event for which amplification equipment will be used: FAMILY EVENT - HEALTH FAIR
- 5 Dates and hours of operation of amplification equipment: SUNDAY - OCTOBER 12<sup>TH</sup> (11AM - 7PM)
- 6 A general description of the sound amplifying equipment to be used: LIVE MUSIC FROM BANDS, MICROPHONES  
TWO SPEAKERS - BACK LINE EQUIPMENT.

Section 18-9

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

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

(Ord. Code § 6311)

Section 18-14

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

Penal Code Section 415 (2)

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

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

Melley Saldana  
Signature of Applicant

9/4/14  
Date

THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED. HOWEVER, WE URGE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT.

\_\_\_\_\_  
City of Porterville, Chief of Police/Designee

\_\_\_\_\_  
Date



# CERTIFICATE OF PROPERTY INSURANCE

OP ID: MN

DATE (MM/DD/YYYY)

03/21/14

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

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

<b>PRODUCER</b> BUCKMAN MITCHELL, INC. P.O. BOX 629 500 North Santa Fe Street VISALIA, CA 93279 Linda N. Loflin, CIC		<b>559-733-1181</b>  <b>559-738-5517</b>	<b>CONTACT NAME:</b> Linda N. Loflin, CIC <b>PHONE (A/C, No, Ext):</b> 559-635-3518 <b>E-MAIL:</b> LindasTeam@bminc.com <b>PRODUCER CUSTOMER ID:</b> FAMIL-5	<b>FAX (A/C, No):</b> 559-750-5461																					
<b>INSURED</b> Family HealthCare Network Karen Olivares 305 E. Center Ave. Visalia, CA 93291	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A :</td><td>Philadelphia Indemnity Ins. Co</td><td></td></tr><tr><td>INSURER B :</td><td></td><td></td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></tbody></table>				INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Philadelphia Indemnity Ins. Co		INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/> PROPERTY		PHPK1139638	03/01/14	03/01/15	BUILDING	\$
	CAUSES OF LOSS	DEDUCTIBLES				PERSONAL PROPERTY	\$
	<input type="checkbox"/> BASIC	BUILDING				BUSINESS INCOME	\$
	<input type="checkbox"/> BROAD	5,000				EXTRA EXPENSE	\$
	<input checked="" type="checkbox"/> SPECIAL	5,000				RENTAL VALUE	\$
	<input type="checkbox"/> EARTHQUAKE					<input checked="" type="checkbox"/> BLANKET BUILDING	\$ 19,571,071
	<input type="checkbox"/> WIND					<input checked="" type="checkbox"/> BLANKET PERS PROP	\$ 9,298,573
	<input type="checkbox"/> FLOOD					BLANKET BLDG & PP	\$
	<input type="checkbox"/>					<input checked="" type="checkbox"/> Bl w/ Extra Expense	\$ 12,035,000
	<input checked="" type="checkbox"/> Special	5,000					\$
	INLAND MARINE		TYPE OF POLICY				\$
	CAUSES OF LOSS		POLICY NUMBER				\$
	<input type="checkbox"/> NAMED PERILS						\$
	<input type="checkbox"/>						\$
	CRIME						\$
	TYPE OF POLICY						\$
	<input type="checkbox"/>						\$
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN						\$
	<input type="checkbox"/>						\$
	<input type="checkbox"/>						\$
	<input type="checkbox"/>						\$

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Reference 2nd page for additional remarks.

**CERTIFICATE HOLDER****CANCELLATION**

Redevelopment Agency  
City of Porterville  
291 N. Main Street  
Porterville, CA 93258

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

AUTHORIZED REPRESENTATIVE

*Maria Rodriguez*

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

Redevelopment Agency  
City of Porterville  
Attn: Baldomero Rodriguez

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

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

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

However:

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

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

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

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
09/04/2014PRODUCER (610)834-0090 FAX (610)832-0241  
Preston-Patterson Co., Inc.  
P O Box 244  
Conshohocken, PA 19428THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.INSURED Cocola Broadcasting Companies, LLC  
706 West Herndon Avenue  
Fresno, CA 93650-1033

## INSURERS AFFORDING COVERAGE

## NAIC #

INSURER A: Hartford Fire Ins. Co.

19682

INSURER B: Sentinel Insurance Company

11000

INSURER C: Hartford Casualty Ins. Co.

29424

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING  
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR  
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH  
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	39UUNZE1930	05/15/2014	05/15/2015	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/>	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 2,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B		AUTOMOBILE LIABILITY	39UECZE4786	05/15/2014	05/15/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/>	ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/>	ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/>	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/>	HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
C		EXCESS/UMBRELLA LIABILITY	39RHUZE1163	05/15/2014	05/15/2015	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/>	OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 1,000,000
	<input type="checkbox"/>	DEDUCTIBLE					\$
	<input checked="" type="checkbox"/>	RETENTION \$ 10,000					\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Fiesta de la Familia &amp; Health Fair Event in Porterville, CA on October 12, 2014.

The Certificate Holder is included as Additional Insured per policy form attached (HG 00 01 06 05).

\*10 day notice of cancellation for nonpayment of premium.

## CERTIFICATE HOLDER

City of Porterville  
Successor Agency to the Porterville  
Redevelopment Agency  
291 N. Main Street  
Porterville, CA 93257

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE  
EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL  
\*30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,  
BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY  
OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Stephen W. Patterson/MARIO

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Insured: Cocola Broadcasting Companies, LLC

Policy #39UUNZE1930

Term\* Effective from 05/15/2014 to 05/15/2015

have all your rights and duties under this Coverage Part.

**e. Unnamed Subsidiary**

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The Insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

**3. Newly Acquired or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily Injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily Injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Subparagraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**b. Lessors of Equipment**

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**c. Lessors of Land or Premises**

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers or Surveyors**

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

**e. Permits Issued By State Or Political Subdivisions**

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".