



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
MAY 16, 2017, 5:30 PM**

Call to Order
Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1** - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis and Patrice Hildreth. Employee Organizations: Porterville City Employees Association; Public Safety Support Unit; and Management and Confidential Series.
- 2** - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Maria Ventura v. Jennifer Rutledge, et al., United States District Court, Eastern District, Case No. 1:17-CV-00237-DAD-SKO.
- 3** - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Two cases in which facts are not yet known to potential plaintiff.
- 4** - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: One case.

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

Pledge of Allegiance Led by Council Member Reyes
Invocation

PRESENTATIONS

Employee of the Month - Robin Rapp

AB 1234 REPORTS

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

1. Tulare County Association of Governments (TCAG) - May 15, 2017

2. Joint City/School Committee - May 9, 2017

REPORTS

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

- I. City Commission and Committee Meetings
 1. Parks & Leisure Services Commission - May 4, 2017
 2. Library & Literacy Commission - May 9, 2017
 3. Arts Commission
 4. Animal Control Commission - May 8, 2017
 5. Youth Commission - May 8, 2017
 6. Transactions and Use Tax Oversight Committee (TUTOC)
- II. Staff Informational Reports
 1. Water Conservation Phase IV Status Update
 2. Report of Commission and Committee Vacancies

ORAL COMMUNICATIONS

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

CONSENT CALENDAR

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

1. **Authorization to Purchase Applicant Tracking Software and Services**
Re: Authorizing purchase of applicant tracking software and web-based services from Frontline Technologies for employee recruitment purposes at a cost of \$11,750 for the first year, and \$6,250 per year thereafter.
2. **Renewal of Airport Lease Agreement - Lot 49A**
Re: Considering approval of a five-year extension of the Lease Agreement between the City of Porterville and Mr. & Mrs. Michael Wall of Porterville, CA, for Lot 49A at the Porterville Municipal Airport.

3. **Department of Finance Population Update**
Re: Considering approval to authorize the Mayor to sign a request for State certification for the City of Porterville, January 1, 2017, at a population of 59,908.
4. **Parks and Leisure Services Commission Meetings**
Re: Considering approval of the Parks and Leisure Services Commission going dark for the months of June and July 2017, with the Commission being available to meet if necessary.
5. **Request for Proclamation - Alzheimer's & Brain Awareness Month - June 2017**
Re: Consideration of a request to proclaim the month of June 2017, as "Alzheimer's & Brain Awareness Month."
6. **Request for Proclamation - Peace Officer Week- May 14 through May 20, 2017**
Re: Consideration of a request to proclaim the period between May 14 and May 20, 2017, as "Peace Officer Week."
7. **Request for Proclamation - Freedom Days in Porterville - June 14 through July 4, 2017**
Re: Consideration of a request to proclaim the period between June 14 and July 4, 2017, as "Freedom Days in Porterville."
8. **Cancellation of July 4, 2017 City Council Meeting**
Re: Considering the cancellation of the first City Council meeting in July due to the Independence Day holiday.

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

PUBLIC HEARINGS

9. **Consideration of a Conditional Use Permit to allow a Trade School at 774 North Prospect Street**
Re: Consideration of a resolution approving Conditional Use Permit (PRC 2017-019-C) to allow for a trade school in an existing building at 774 N. Prospect Street, in Porterville Prospect Plaza.
10. **Continued Public Hearing to Consider Moving Into Phase III of the City's Water Conservation Plan**
Re: Consideration of the transition from Phase IV to Phase III of the City's Water Conservation Plan.

SCHEDULED MATTERS

11. Status and Review of Declaration of Local Emergency

Re: Consideration of the continuance of the Declaration of Local Emergency.

ORAL COMMUNICATIONS

OTHER MATTERS

CLOSED SESSION

Any Closed Session Items not completed prior to 6:30 p.m. will be considered at this time.

ADJOURNMENT - to the meeting of June 6, 2017.

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

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



CITY COUNCIL AGENDA – MAY 16, 2017

SUBJECT: 1. Water Conservation Phase IV Status Update

SOURCE: Public Works

COMMENT: The City of Porterville has continued to enforce and maintain an active water conservation approach, both conserving and providing flexibility to the community. The City has been operating through the winter months in Phase IV of the City's Water Conservation Plan, which became effective December 1, 2016. The City's Water Conservation Plan applies to all water users within the City's service area. As part of the Phase IV implementation, the City has reduced watering days, to a one day per week watering schedule, based on address. If an address ends with an "odd" number, the watering day is Saturday; if an address ends with an "even" number, the watering day is Sunday. Watering is prohibited between the hours of 5 a.m. to 10 a.m. and 5 p.m. to 10 p.m., with no watering allowed Monday, Tuesday, Wednesday, Thursday or Friday. Watering of outdoor landscape is prohibited during, and within 48 hours after, measurable rainfall, which is defined as greater than 0.01 of an inch.

Violations of prohibited activities are considered infractions and are punishable by fines of up to \$500 for each day in which the violation occurs. Any peace officer or employee of a public agency charged with enforcing laws and authorized to do so by ordinance may issue a citation to the violator. The City of Porterville will be responding to enforcement by issuing a Notice of Violation for all witnessed occurrences and staff will be processing all reported issues. Enforcement statistics for the month of April 2017 show that a total of 18 Notice of Violations were issued for water wasting; 0 Administrative Citations were issued.

Water production for April 2017 shows a 22% decrease from the 5-year average. The production for the month of April 2017 was 208 million gallons, which when compared to the production for the month of April 2013 of 325 million gallons, equates to a 36% reduction. Residential consumption for April 2017 was 82.63 gallons per capita per day (GPCD).

Under the February 2, 2016, emergency regulation, the City of Porterville received a revised conservation standard of 28% with an additional 2% reduction for climate adjustment, making the City's conservation standard 26%. After reviewing the Water Board's Self-Certification criteria for the City of Porterville, Council approved maintaining the current imposed standard of 26%. The continuation of the current standard keeps a standardized message the City has worked to develop in public outreach, provides resiliency and capacity to ensure supply under drought conditions, meets the minimum 20% conservation standard defined in the City's Urban Water Management Plan, and assists the City toward meeting the requirements of the Sustainable Groundwater

Management Act (SGMA).

Compliance with individual water supplier conservation requirements is based on cumulative savings. Cumulative tracking means that conservation savings will be added together from one month to the next and compared to the amount of water used during the same months in 2013. The cumulative total for the City of Porterville's conservation efforts will reflect June 2015 through April 2017. Porterville's cumulative total conservation through April 2017 is 27%.

As of February 8, 2017, the State Water Resources Control Board has extended its existing water conservation regulations, monthly reporting will continue to monitor performance of urban water agencies which will include reasonable prohibitions against wasteful water practices such as watering lawns within 48 hours of a rainstorm, hosing off sidewalks and driveways, or over-watering landscaping to the point where water runs into the street. Rules had been set to expire February 28, 2017, however the Board agreed to consider repeal of the regulation in May if regulations have not been rescinded or modified by May 1, 2017, following a more thorough review of the state's water supply conditions. While water supplies have improved in many areas, the state's five-year drought has underscored the need for permanent improvements in California's long-term efficient water use and drought preparedness, making water conservation a way of life in California.

Following unprecedented water conservation and plentiful winter rain and snow, on April 7, 2017, Governor Edmund G. Brown Jr. ended the Drought State of Emergency in most of California, while maintaining water reporting requirements and prohibitions on wasteful practices such as watering during or right after rainfall. Executive Order B-40-17 lifts the drought emergency in all California counties except Fresno, Kings, Tulare, and Tuolumne, where emergency drinking water projects will continue to help address diminished groundwater supplies.

As summer months approach, the efforts to maintain a consistent message in the community will continue, City Council will conduct a Public Hearing at the May 16, 2017 City Council Meeting. Staff will be recommending Council consider returning to Phase III of the City's Water Conservation Plan and have a proposed effective date of June 1, 2017. Phase III would provide an additional day of watering to city residences during the summer months, added flexibility and a schedule that mirrors last year's implementation schedule. Phase changes approved for implementation by City Council will be publicly noticed in the paper, mail and local radio advertisement.

RECOMMENDATION: Informational Only

ATTACHMENTS: 1. Monthly Production Status April 2017
 2. Drought Response Phase IV Flyer

Appropriated/Funded:

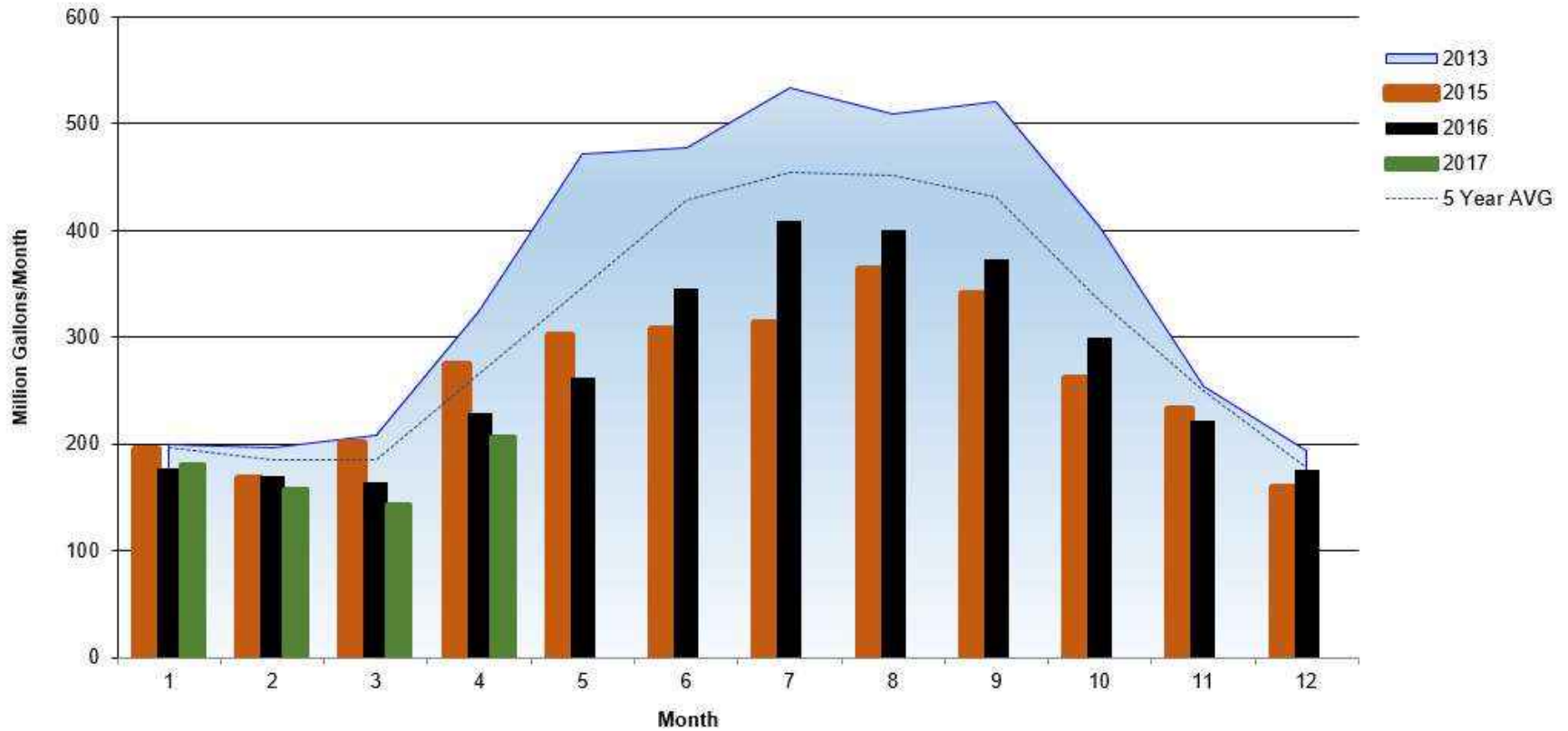
Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

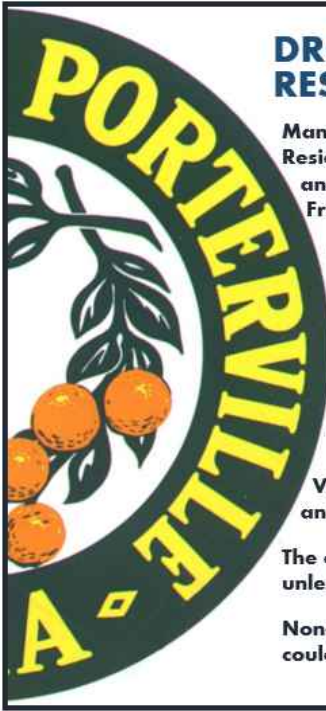
**Monthly Production Status & Cumulative Total June 15/16 Through
April17 Production Comparison to 2013 & 5 Year Average**



Cumulative Total 27%

2015	-2%	-15%	-4%	-16%	-36%	-36%	-41%	-28%	-35%	-35%	-8%	-18%
2016	-12%	-14%	-21%	-30%	-45%	-28%	-24%	-21%	-28%	-26%	-13%	-10%
2017	-9%	-20%	-31%	-36%								

Percent Comparison to 2013 Production



DROUGHT RESPONSE Phase IV

Mandatory Odd/Even Watering Schedule, based on address. Residents will be allowed **ONE** day a week to water lawns and landscapes. No watering allowed Monday through Fridays.

Watering is prohibited between the hours of 5:00 AM to 10:00 AM and 5:00 PM to 10:00 PM.

No watering outdoor landscapes during and within 48 hours after measurable rainfall (>0.01 inches).

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

Vehicles shall only be washed on designated watering days and with a hose equipped with a shut-off nozzle.

The operation of ornamental water features is prohibited unless the fountain uses a recycling system.

Non-compliance with Phase IV water conservation regulations could result in citations with fines up to \$500.

DROUGHT RESPONSE PHASE IV

The City of Porterville has adopted Phase IV of its Drought Response Plan. As part of the Phase IV plan, the City has restricted watering days to one day per week, based on address.

Mandatory Odd/Even Watering Schedule

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
DO NOT WATER	DO NOT WATER	DO NOT WATER	DO NOT WATER	DO NOT WATER	OK TO WATER	OK TO WATER
—	—	—	—	—	ODD	EVEN

- Odd Address
- Even Address
- Outdoor Watering is Prohibited

ODD NUMBER ADDRESSES

If your address ends with an “odd” number, 1, 3, 5, 7, or 9, your watering day is Saturday *only*.

OR

EVEN NUMBER ADDRESSES

If your address ends with an “even” number, 0, 2, 4, 6, or 8, your watering day is Sunday *only*.

Violation Level	Citation Amount
First Violation	Warning Only
Second Violation	\$100 Fine
Third Violation	\$200 Fine
Fourth Violation	\$500 Fine

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

**The washing of
sidewalks and driveways
is prohibited**

**Vehicles shall only be
washed on designated
watering days and with
hoses equipped with a
shut-off nozzle**

**Ornamental water
features are prohibited
unless the fountain uses
a recycling system**

**WATERING PROHIBITED
BETWEEN THE HOURS OF
5:00 – 10:00 AM
5:00 – 10:00 PM**

**NO WATERING
MONDAY THROUGH
FRIDAY.**



CITY COUNCIL AGENDA – MAY 16, 2017

SUBJECT: 2. Report of Commission and Committee Vacancies

SOURCE: Administrative Services

COMMENT: Vacancies currently exist on the Animal Control Commission, Arts Commission, Parks & Leisure Services Commission, and the Transactions and Use Tax (Measure H) Oversight Committee. In addition, the term of Mr. Vonn Christenson who is currently appointed to the Measure R Citizens Oversight Committee is due to expire June 30, 2017. Mr. Christenson has indicated that he does not wish to seek re-appointment. As is customary, staff will be advertising the vacancies through the media and on the City's website, and will continue to solicit applications for the Council's consideration.

Information and eligibility requirements for these Commissions and Committee are as follows:

Animal Control Commission: The Commission serves in an advisory capacity to the City Council on any matters concerning animal control, and is comprised of five (5) members with staggered four year terms. The Commission meets on the second Monday of each month. To be eligible for appointment, individuals must reside within the City of Porterville and represent a cross-section of the community.

Arts Commission: The Arts Commission was formed in 2010 to foster the development and enjoyment of the arts; to work cooperatively with city entities for the inclusion of art in areas of planning and development; and to make recommendations to the Council regarding policies and practices pertaining to the arts in Porterville. To be eligible for appointment, individuals must be associated with at least one category of the arts (theatrical/performing; visual/graphic; or music). The Commission is comprised of up to 10 members serving three-year terms, and one student member serving a one-year term. The Commission serves in an advisory capacity to the City Council and currently meets on the third Wednesday of each month at City Hall.

Parks and Leisure Services Commission: The Commission is comprised of eight members, with seven members appointed by the City Council, and the remaining member appointed directly by Porterville Unified School District. Commissioners are seated for four-year terms, must be city residents, and serve in an advisory capacity, advising the City Council and the Director of the Parks and Leisure Services Department on the management and control of parks, parkways, public grounds, and leisure services. Meetings are held on the first Thursday of the month, beginning at 5:30 p.m. in the Council Chambers at City Hall.

Transactions and Use Tax (Measure H) Oversight Committee: This committee was established as a part of Measure H, a public safety one-half cent sales tax measure approved by Porterville voters in November of 2005. The charge of the committee is to review the revenue and expenditures of the three Measure H budgets (Fire, Police and Literacy), and to report its findings to the City Council. The Committee is comprised of 10 members of the public, each serving four-year terms, and is required to meet at least once annually after the adoption of the budget. To be eligible for appointment, individuals must either be a Porterville resident, business owner, or business operator.

Measure R Citizens' Oversight Committee: This committee is charged with monitoring the expenditures and revenues derived from the county-wide 30-year 1/2 cent transportation sales tax approved by the voters in 2006. The committee meets quarterly and reviews the prior transactions of Measure R and discusses the upcoming projects.

Those interested in serving on any of the aforementioned commissions or committees are encouraged to submit a Request for Appointment to the Office of City Clerk. Forms and additional information are available on the City's website. Requests for Appointment received will be brought to the City Council for consideration at a later date.

RECOMMENDATION: Informational Item Only.

ATTACHMENTS:

Appropriated/Funded: N/A

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – MAY 16, 2017

SUBJECT: Authorization to Purchase Applicant Tracking Software and Services

SOURCE: Administrative Services

COMMENT: As staff works to modernize systems to take advantage of technology for improved efficiencies, a need to update the process by which new employees are recruited and hired has been identified. Currently, the recruitment process is paper-based and thus time and resource intensive. With an average of over 1,000 paper applications being processed each year, moving to a paperless web-based solution would be beneficial to both applicants and the City.

In considering the options best suited to our organization, and in collaboration with IT, staff has reviewed three applicant tracking and online recruitment software service packages specializing in public sector employment. These are all-inclusive, internet based systems that provide the benefits of consolidating all recruitment and applicant information into one system; and integrating email and postal communication (between both HR and applicant; and HR and hiring department) into one comprehensive system. This thereby streamlines and expedites the process, saving time and money.

The following bids were received:

	Start-Up	Annual	Total
Frontline Technologies	\$5,500	\$6,250	\$11,750
Neo Gov	\$5,000	\$9,477	\$14,477
iCIMS	\$13,000	\$34,200	\$47,200

It is staff's recommendation that the City engage the services of Frontline Technologies. In addition to being the most cost effective solution, Frontline also has the added benefit of built-in integration with the next version of Incode, the City's financial/payroll management system. Having that integration would eliminate manual and multiple applicant data sources and allow for seamless data sharing between HR and payroll. Further, due to savings achieved through a staffing vacancy, funds for the start-up and annual cost of \$11,750 for year one are currently available within the 2016/2017 HR Division budget.

RECOMMENDATION: That the City Council:

1. Approve the contract with Frontline Technologies for the applicant tracking software and services at a cost of \$5,500 for start-up and \$6,250 annually thereafter; and

2. Authorize the Administrative Services Director to sign the Master Services Agreement on behalf of the City.

ATTACHMENTS: 1. Master Services Agreement

Appropriated/Funded: MB

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager



Exhibit A-1 Frontline Customer Order Form

CD990411631

03/31/2017

1400 Atwater Drive Malvern, PA 19355

P: 610-722-9745 | F: 888-492-0337

Customer:

City of Porterville
291 North Main Street
Porterville CA 93257

Contact: Patrice Hildreth
Title: Administrative Services Director
Phone: (559) 782-7447
Email:

Order Form Details:

Pricing Expiration: 06/30/2017
Account Manager: Hien Pham

Initial Term: 2016-2017 / 2017-2018
Subscription Start Date: 30 days after sign date
Startup Cost Billing Terms: One-Time, Invoiced after signing
Subscription Billing Terms: Annually
Sale Type: New

Pricing Overview:

Startup Cost: One-Time cost due at signing **\$5,500.00**
Annual Subscription: Recurring Cost **\$6,250.00**
(plus applicable sales tax)

Itemized Description	Unit Price	Qty	Total
Applicant Tracking (End Users: 500)	\$6,250.00	1	\$6,250.00
Frontline Implementation - Applicant Tracking	\$5,500.00	1	\$5,500.00

Amount Due at Signing (Startup Cost) **\$5,500.00**
(plus applicable sales tax)

This Order Form and any software, downloads, upgrades, documentation, service packages, material, information, or services set forth herein are governed by the terms of the Master Services Agreement, software license or other agreement with Frontline (the "Agreement"). **BY ACCESSING, VIEWING, OR USING ANY SOFTWARE, DOWNLOADS, UPGRADES, DOCUMENTATION, SERVICE PACKAGES, MATERIAL, INFORMATION, OR SERVICES SET FORTH HEREIN, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES TO THE ORDER FORM TERMS (the "Order Form Terms") ATTACHED HERETO AND THE AGREEMENT INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME.** Customer also agrees that the terms of the Agreement and the Order Form Terms are confidential information of Frontline Technologies Group LLC, its affiliates and predecessors (collectively, "Frontline") and are not to be shared with any third party without the prior written consent of Frontline.

Tax Exempt? If yes, please provide your exemption number and include a copy of your exemption certificate.

Tax Exempt Number:



Exhibit A-1 Frontline Customer Order Form

CD990411631

03/31/2017

1400 Atwater Drive Malvern, PA 19355

P: 610-722-9745 | F: 888-492-0337

HUMAN RESOURCES:

1. Payment.

1. The Startup Cost set forth on the first page of this Order Form will be invoiced to Customer by Frontline as stated on the front of this Order Form; but if Customer terminates this Order Form before completion of the implementation process, Frontline will refund the Startup Cost on a pro-rata basis, based on an eight (8) week setup schedule. If for any reason Frontline's personnel travel to Customer's facility, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.
2. The Annual Subscription, set forth on the first page of this Order Form, will be invoiced to Customer by Frontline based on the Subscription Start Date unless otherwise stated on the front of this Order Form. Frontline will render a detailed invoice, showing the Annual Subscription item(s) unit price multiplied by the quantity, as set forth on the first page of this Order Form, to yield the actual annual subscription (the "Actual Annual Subscription"). The quantities of any Annual Subscription item(s) of this Order Form are merely illustrative and are based on Customer's usage estimates. Should the number of users change significantly during Startup or during the Initial Term, Frontline will recalculate the Actual Annual Subscription and render an invoice for the difference.
3. For Aesop® Customers: (i) Before the start of the school year, Frontline will calculate the Subscription by multiplying the actual employees entered into Aesop® by the applicable Subscription item unit price, as amended from time to time. This will be multiplied by the ten (10) month school year to yield the Actual Annual Subscription. Should the number of employees on Aesop® change significantly during any school year, Frontline will recalculate the Actual Annual Subscription and render an invoice for the difference. (ii) Customer may use Aesop® to obtain temporary employee when there is no absent employee (a "Vacancy"). Filling a Vacancy is treated by Aesop® as if it was a regular replacement for an absent employee and is billed at the Employee Rates.
4. For all other products: Before the start of any Renewal Term, Frontline will calculate the Annual Subscription by multiplying the actual users entered into the Software by the applicable subscription item(s) unit price, as amended from time to time, to yield the Actual Annual Subscription. Should the number of users on the Software change significantly during any Renewal Term, Frontline will recalculate the Actual Annual Subscription and render an invoice for the difference.
5. Frontline reserves the right to increase any of the fees after the Initial Term, by providing at least thirty (30) days prior written notice of same to Customer.
6. The Startup Cost, Annual Subscription and any other applicable fees do not include any local or state sales or use taxes, any assessment of which shall be paid by the Customer. Without limiting the foregoing, Customer shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the Customer claims tax exempt status or the right to remit taxes directly, the tax exempt number must be entered on the first page of this Order Form and the Customer shall Indemnify and hold Frontline harmless for any loss occasioned by its failure to pay any tax when due.

PROFESSIONAL GROWTH:

1. Payment.

1. The Startup Cost set forth on the first page of this Order Form will be invoiced to Customer by Frontline as stated on the front of this Order Form; but if Customer terminates this Order Form before completion of the implementation process, Frontline will refund the Startup Cost on a pro-rata basis, based on a six (6) week setup schedule. If for any reason Frontline's personnel travel to Customer's facility, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.
2. The Annual Subscription, set forth on the first page of this Order Form, will be invoiced to Customer by Frontline based on the Subscription Start Date unless otherwise stated on the front of this Order Form. Frontline will render a detailed invoice, showing the Annual Subscription item unit price multiplied by the quantity, as set forth on the first page of this Order Form, to yield the actual annual subscription (the "Actual Annual Subscription"). The quantities of any Annual Subscription item of this Order Form are merely illustrative and are based on Customer's usage estimates. Should the number of users change significantly during Startup or during the Initial Term, Frontline will recalculate the Actual Annual Subscription and render an invoice for the difference.
3. Before the start of any Renewal Term, Frontline will calculate the Annual Subscription by multiplying the actual users entered into the Software by the applicable subscription item unit price, as amended from time to time, to yield the Actual Annual Subscription. Should the number of users on the Software change significantly during any Renewal Term, Frontline will recalculate the Actual Annual Subscription and render an invoice for the difference.
4. Frontline reserves the right to increase any of the fees after the Initial Term, by providing at least thirty (30) days prior written notice of same to Customer.



Exhibit A-1 Frontline Customer Order Form

CD990411631

03/31/2017

1400 Atwater Drive Malvern, PA 19355

P: 610-722-9745 | F: 888-492-0337

5. The Startup Cost, Annual Subscription and any other applicable fees do not include any local or state sales or use taxes, any assessment of which shall be paid by the Customer. Without limiting the foregoing, Customer shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the Customer claims tax exempt status or the right to remit taxes directly, the tax exempt number must be entered on the first page of this Order Form and the Customer shall Indemnify and hold Frontline harmless for any loss occasioned by its failure to pay any tax when due.
2. Third Party Products. Customer may elect to use ETS Classroom Video Library ("ETS"). ETS may contain links or other access to other third party products or services. Customer's use of any third party's products and/or services is at Customer's own risk, and subject to the ETS Terms of Use found on their website at: [http://www.etsvideo.mylearningplan.com/terms.html#/. In the event of a conflict between this Order Form and any ETS agreement or the ETS Terms of Use, this Order Form governs.](http://www.etsvideo.mylearningplan.com/terms.html#/)

Frontline Technologies Group LLC dba Frontline Education

MASTER SERVICES AGREEMENT

This Master Services Agreement is made effective as of the date of last signature below (the "Effective Date") by and between Frontline Technologies Group LLC dba Frontline Education, with an address at 1400 Atwater Drive, Malvern, PA 19355 ("Frontline"), and the customer identified below ("Customer"). Frontline and Customer are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties."

By signing below, the Parties agree to be legally bound by the Terms and Conditions contained herein, including any exhibits, Order Form (s) and Statements of Work (collectively, the "Agreement"). To place orders subject to this Agreement, at least one Order Form (as defined in Section 1.2 below) must be incorporated into this Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. Should any of terms of this Agreement conflict with any of the terms in an applicable Order Form, the terms of this Agreement shall prevail.

Frontline Technologies Group LLC dba Frontline Education	City of Porterville
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: 1400 Atwater Drive Malvern, PA 19355	Address: _____ _____ _____
Email: _____	Email: _____
Date: _____	Date: _____

Attached: *Terms and Conditions of Agreement*
Exhibit A: Executed Order Forms

Please email or fax ALL PAGES of the signed MSA to HPham@frontlineed.com or 888.492.0337.

Frontline Technologies Group LLC dba Frontline Education

MASTER SERVICES AGREEMENT

TERMS AND CONDITIONS

1. Software and Services

- 1.1. Software. Subject to the terms and conditions set forth in this Agreement (including any Order Forms and/or Statement of Work, as well as Customer-specific terms set forth in Exhibit B, if any), Frontline hereby grants Customer a non-exclusive, non-transferable license to use the software identified on any Order Form ("Software") and the technical manuals, instructions, user information, training materials, and other documentation that accompany the Software and contain its technical specifications, as may be amended from time to time ("Documentation") solely for internal use by end users in the ordinary course of Customer's business. Frontline shall provide any professional or other services set forth in an Order Form ("Services"). All rights, title and interest to the Software and any work product, deliverables or other materials provided by Frontline ("Work Product") are expressly reserved and retained by Frontline or its licensors, including any program or other application that is designed to integrate and be used with the Software, whether or not developed independently by Frontline, and all improvements, modifications and intellectual property rights therein. Customer shall not, and Customer shall require any end users to not (i) transfer, assign, export, or sublicense the Software or Work Product except as specifically set forth herein, or its license rights thereto, to any other person, organization or entity, including through rental, timesharing, service bureau, subscription, hosting, or outsourcing the Software (whether or not such sublicense, hosting or outsourcing is by Customer or for Customer); (ii) attempt to create any derivative version thereof; (iii) remove or modify any marking or notice on or displayed through the Software, Work Product or Documentation, including those related to Frontline's or its licensors' proprietary rights in and to the Software, Work Product or Documentation, as applicable; or (iv) de-compile, decrypt, reverse engineer, disassemble, or otherwise reduce same to human-readable form. Without limiting the foregoing, Customer may not sublicense, outsource or otherwise grant access to the Software to any third party vendor without Frontline's prior written consent, including any third party host of the Software for Customer.
- 1.2. Order Forms. Customer may place orders for the Software and Services by entering into a mutually agreed Order Form, which shall become a part of this Agreement and be attached hereto as Exhibit A. No other document shall be required to effect a legally binding purchase under this Agreement. Any preprinted or other terms contained on Customer's purchase order or otherwise shall be inapplicable to this Agreement, unless otherwise specifically agreed by the Parties in writing. Unless an Order Form states otherwise, each Order Form is independent of each other Order Form (but each Order Form is a part of and integral to this Agreement).
- 1.3. Software Administrator; Maintenance Windows. At all times, Customer must have an employee who has obtained the Software administrator certification training from Frontline and who is certified by Frontline as a Software administrator ("Software Administrator"). If the Software Administrator ceases to serve as such, Customer shall promptly provide written notice to Frontline and have another employee obtain Frontline Software administrator certification and be designated as a Software Administrator, at Customer's expense. Frontline shall provide Customer with assistance regarding the use of the Software during Frontline's normal business hours (EST), Monday through Friday. Such assistance shall be provided only to Customer's Software Administrator. Frontline may perform system maintenance and/or software updates periodically upon advanced notice to Customer. However, due to extenuating circumstances, Frontline may, at times, need to perform maintenance without the ability to provide advance notice.
- 1.4. Customer Content. The Software and Services may enable Customer and end users to provide, upload, link to, transmit, display, store, process and otherwise use text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in applicable laws), audio, video, photographs and other content and material in any format (collectively, "Customer Content") in connection with the Software and Services. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Customer Content. Frontline will act as a data processor, and will act on Customer's instruction concerning the treatment of Personal Data provided in connection with the Software and Services, as specified in the Order Form. Customer shall provide any notices and obtain any consents (including consent of any parent or guardian for any minor) related to Customer's use of the Software and receipt of the Services and Frontline's provision of the Software and Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data. Customer acknowledges and agrees that it must properly enter data, information and other Customer Content and configure settings within the Software in order for the Software to operate properly. Customer shall verify the accuracy of any of the Customer Content, forms, workflow and configuration settings entered on the Software. Frontline shall not have any liability arising from the inaccuracy of scoring, completeness, use of or reliance on the information contained in the extract of data from any Software or Services under this Agreement. Customer assumes the sole responsibility for the selection of the Software and Services to achieve Customer's intended results, the use of the Software and Services, and the results attained from such selection and use. Customer represents and warrants that it is the owner of the Customer Content, or has obtained permission for such use from the owner of the Customer Content, including evaluation frameworks and/or rubrics uploaded into the Software. As to any content or data made available to Frontline, Customer represents that it has notified and obtained consent from all necessary persons (including parents, students, teachers, interns, aides, principals, other administrative personnel, and classroom visitors), and has taken all other actions that may be necessary to ensure that use of the products, services, or related materials provided or produced hereunder complies with all applicable laws and regulations as well as school or district policies.

Frontline Technologies Group LLC dba Frontline Education

- 1.5. **Integration.** Customer may, with or without Frontline's assistance, integrate or otherwise use the Software in connection with third party courseware, training, and other information and materials of third parties ("Third Party Materials") and Frontline may make certain Third Party Materials available in connection with the Software and Services. Customer acknowledges and agrees that (a) Frontline is authorized to provide Customer Content to a specified third party or permit such third party to have access to Customer Content in connection with the Third Party Materials; and (b) Frontline does not control and is not responsible for, does not warrant, support, or make any representations regarding (i) Third Party Materials (ii) Customer Content provided in connection with such Third Party Materials, including a third party's storage, use or misuse of Customer Content; or (iii) Customer's uninterrupted access to Third Party Materials. Customer understands that the use of the Software may involve the transmission of Customer Content over the Internet and over various networks, only part of which may be owned or operated by Frontline, and that Frontline takes no responsibility for data that is lost, altered, intercepted, or stored without Customer's authorization during the transmission of any data whatsoever across networks whether or not owned or operated by Frontline. If Customer engages Frontline to assist in Customer's integration or use of the Software with Third Party Materials, you authorize Frontline to access and use such Third Party Materials in connection with such assistance and you represent and warrant that you have the rights necessary to grant such authorization.
- 1.6. **Hosting.** The Software will be hosted by an authorized subcontractor (the "Hosting Service Provider") that has been engaged by Frontline and shall only be accessed by Customer on websites, using Customer's computers. As part of the Services, the Hosting Service Provider shall be responsible for maintaining a backup of Customer Content. The Hosting Service Provider is an independent third party not controlled by the Frontline. Accordingly, IN NO EVENT WILL FRONTLINE BE LIABLE FOR ANY DIRECT, GENERAL, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE TO DATA, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, DUE TO PROBLEMS (INCLUDING BUT NOT LIMITED TO ERRORS, MALFUNCTIONS) ASSOCIATED WITH THE FUNCTIONS OF SERVERS MAINTAINED BY THE HOSTING SERVICE PROVIDER, EVEN IF FRONTLINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 1.7. **Customer Responsibilities.** Customer understands and agrees that (a) Customer shall have sole responsibility for administering access security (e.g. the granting of rights to Customer's users); (b) Customer shall review any calculations made by using the Services and satisfy Customer that those calculations are correct; and (c) if Customer uses the Services for reimbursement or payment from Medicaid and other government agencies, Frontline shall have no responsibility, and Customer shall have sole responsibility, to submit information and claims for such reimbursement or payment. Frontline does not warrant that the Services, or the results derived there from, will meet Customer's requirements, or that the operation of the Services will be uninterrupted or error-free.
2. **Invoicing and Payment.** All fees and charges will be set forth in the applicable Order Form(s). Except as otherwise provided, Frontline shall invoice Customer in US Dollars and Customer shall pay all fees, charges, and expenses within thirty days of the date of an invoice via check or ACH. Without prejudice to its other rights and remedies, if Frontline does not receive any payment by its due date, Frontline may assess a late payment charge on the unpaid amount at the rate of 1.5% per month or the highest rate allowed under applicable law, whichever is more. All charges under this Agreement are exclusive of, and Customer is solely responsible for, any applicable taxes, duties, fees, and other assessments of whatever nature imposed by governmental authorities. If for any reason Frontline's personnel travel to Customer's facility or otherwise in connection with the Software or Services under this Agreement, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.
3. **Warranties and Disclaimers.**
 - 3.1. **Mutual.** Each Party represents and warrants that the Party's execution, delivery, and performance of this Agreement (a) have been authorized by all necessary action of the governing body of the Party; (b) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any agreement to which the Party or any of its assets may be subject; and (c) are not subject to the consent or approval of any third party. Customer represents and warrants on behalf of itself and any of its end users that it has the full legal right to provide the Customer Content and that the Customer Content will not (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of failure to obtain consent to provide Personal Data or otherwise private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement, including school or district policies; or (c) constitute disclosure of any confidential information owned by any third party.
 - 3.2. **Software Warranties.** Frontline represents and warrants that (a) the Software will perform substantially in accordance with the specifications set forth in the then-current Documentation for ninety (90) days after delivery and (b) the Services will be performed in a professional and workmanlike manner. In the event of a non-conformance of the Software, Work Product or Services, reported to and verified by Frontline, Frontline will make commercially reasonable efforts to correct such non-conformance. Customer's sole remedy is limited to the replacement, repair, or refund, at Frontline's option, of defective Software or Work Product or re-performance of the Services. Notwithstanding the foregoing, any Third Party Materials shall be subject only to such third party terms and any warranties therein.
 - 3.3. **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, FRONTLINE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY ASPECT OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS INCLUDING WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. FRONTLINE AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS WILL BE UNINTERRUPTED, OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS.

Frontline Technologies Group LLC dba Frontline Education

4. **Confidential Information.** During the term of this Agreement and for two (2) years thereafter, each Party will use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. "Confidential Information" means any information that is marked or otherwise indicated as confidential or proprietary, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by email or written correspondence, or via other means of communication as might be appropriate. Notwithstanding the foregoing, (a) the Confidential Information of Frontline shall include the Software and the terms of this Agreement and (b) the Confidential Information of Customer shall include Personal Data regarding Customer's users provided in connection with the Software and Services. Confidential Information does not include information which (a) was known to the receiving Party or in the public domain before disclosure; (b) becomes part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving Party; (c) was received from a third party under no duty or obligation of confidentiality to the disclosing Party; or (d) was independently developed by the receiving Party without reference to Confidential Information. Aggregated data that does not contain personally identifiable information regarding Customer's users provided in connection with the Software and Services will be the Confidential Information and sole property of Frontline. The receiving Party will not be liable for disclosures of Confidential Information that are required to be disclosed by law or legal process, so long as the recipient notifies the disclosing Party, provides it with an opportunity to object and uses reasonable efforts (at the expense of the disclosing Party) to cooperate with the disclosing Party in limiting disclosure.
5. **Indemnification.** Customer shall indemnify Frontline and its officers, directors, employees, and agents and hold them harmless from all liabilities, claims, expenses, and losses (including attorneys' fees and expenses) arising from or related to any breach by Customer of this Agreement, including failure to obtain consent to provide Personal Data or otherwise private information about a person.
6. **Limitations of Liability.** OTHER THAN THE FEES, CHARGES AND EXPENSES PAYABLE PURSUANT HERETO, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING LOST PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OR NON-USE OF THE SOFTWARE, WORK PRODUCT OR SERVICES. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL FRONTLINE'S TOTAL LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO FRONTLINE HEREUNDER DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIMS. Each Party acknowledges and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material, bargained for provisions of this Agreement and that fees and consideration payable hereunder reflects these disclaimers and limitations.
7. **Term and Termination.** Unless otherwise specified in this Agreement, the initial term of this Agreement will commence on the Effective Date and continue for a period of one year. This Agreement will automatically renew for successive one-year terms, unless one Party notifies the other Party of non-renewal in writing at least sixty (60) days prior to the end of the current term. Customer may terminate this Agreement or any Order Form at any time, in whole or in part, for any reason or no reason, on sixty (60) days prior written notice. Upon notice of such termination, all outstanding invoices shall become immediately due and payable. Either Party may terminate this Agreement in the event that the other Party materially breaches this Agreement the other Party does not cure such breach within thirty (30) days after written notice of such breach. Expiration or termination of any Order Form or Statement of Work shall constitute the expiration or the termination of such Order Form or Statement of Work only and shall not affect this Agreement or any other Order Form or Statements of Work outstanding under this Agreement. Notwithstanding the foregoing, unless otherwise mutually agreed by the parties in writing, any Order Form or Statement of Work outstanding as of the date of termination or expiration of this Agreement shall remain in effect and continue to be governed by the terms of this Agreement and its own terms until such time as such Order Form or Statement of Work is completed, expires or is otherwise terminated. Upon the termination or expiration of this Agreement, Customer (a) shall immediately cease using the Software and (b) for a period of thirty (30) days, may request a copy of Customer Content that is in Frontline's possession in the format retained by Frontline. The following provisions of this Agreement will survive expiration or termination of this Agreement Sections 3.3, 4, 5, 6 and 8.
8. **General.** Frontline and Customer are each independent contractors and neither Party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other Party for any purpose whatsoever. Customer may not sublicense, assign, or transfer this Agreement, or any rights and obligations under this Agreement, in whole or in part, without Frontline's prior written consent. Any attempted assignment in violation of this Section shall be void. This Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of each Party. Notwithstanding anything to the contrary in this Agreement, except for Customer's obligations to pay amounts due under this Agreement, neither Party will be deemed to be in default of any provision of this Agreement for any delay, error, failure, or interruption of performance due to any act of God, terrorism, war, strike, or other labor or civil disturbance, interruption of power service, interruption of communications services, problems with the Internet, act of any other person not under the control of such Party, or other similar cause. Any controversy or claim arising out of or related to this Agreement, or breach thereof, shall be settled by mandatory arbitration, in accordance with the rules of the JAMS Arbitration Association and the decision of the arbitrator(s) shall be binding on the Parties thereto. This Agreement may be amended only by written agreement of the Parties, and any attempted amendment in violation of this Section shall be void. The waiver or failure of either Party to exercise in any respect any right provided under this Agreement shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement. If any of the terms of a Order Form or Statement of Work directly conflict with the terms of this Agreement (for the avoidance of doubt, where an Order Form or Statement of Work includes additional and more specific terms and conditions with respect to a concept addressed generally herein, no conflict shall be deemed to exist), the terms of the Order Form or Statement of Work shall take precedence for all Services, Work Product and Software under that Order Form or Statement of Work. This Agreement does not confer any rights or remedies upon any person other than the Parties, except Frontline's licensors. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation." This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement.

FRONTLINE TECHNICAL FACTS

INFRASTRUCTURE OVERVIEW

Executive Summary

Frontline Technologies provides software solutions to the education market in the US and abroad. It is delivered as a web-based Software as a Service (SaaS) solution to increase accessibility and reduce cost for our customers.

Built on a foundation of world-class, ISO 27001 certified data centers, Frontline Technologies' products and controls are designed to follow the security guidelines set forth in FIPS Publication 200 as well as comply with pertinent Federal laws such as the Family Educational Rights and Privacy Act (FERPA) and the Children's Online Privacy and Protection Act (COPPA). Extensive effort goes into ensuring that all customer data and personally identifiable information (PII) is safeguarded from unauthorized access or use at all times.

The Frontline Technologies infrastructure supports over 4.1 million users from more than 6,300 school districts. In a single day, we:

- Process over 325,000 absences and place over 3 million phone calls
- Receive over 18,000 candidate applications
- Process over 200,000 time-clock transactions
- Serve millions of pages to the Education Community around the world

Complete redundancy is provided at all levels of the infrastructure to ensure maximum up-time in the event of any emergency. This document provides details on how we provide cost-effective, secure and scalable software solutions to our global customer-base.

Global Presence

Frontline Technologies maintains data centers in four locations around the world: Three (3) in the United States and One (1) in Canada to support our Canadian customers. Each data center is ISO 20001 certified and is part of an annual SSAE 16 Type II audit.

Our primary datacenters are in Philadelphia-PA, Reston-VA and Mississauga-CA. Our Phoenix-AZ data center serves as a "warm" disaster recovery site that is fully production ready.

For more information, please visit:

Philadelphia - <http://www.sungardas.com/company/infrastructure/pages/philadelphia-pa-1500.aspx>

Reston - <http://www.rackspace.com/en-us/about/datacenters>

Phoenix - <http://www.sungardas.com/company/infrastructure/pages/scottsdale-az.aspx>

Mississauga - <http://www.sungardas.com/company/infrastructure/pages/toronto-on-1800.aspx>

Benefits of SaaS

- **Lower cost of entry:** You *do not have to buy* hardware, software and telecommunications infrastructure.
- **Lower Administrative Overhead:** We perform all system updates and upgrades so you can focus on using the software, not maintaining it.
- **Highly Accessible:** Because our software is delivered as a website, you and your users can work wherever you have an internet connection

- **Highly Available:** We focus on the availability and performance of our systems to ensure that it is available when you need it

Security

Physical Security. Our datacenters are monitored by data center personnel 24/7/365. Access to the data center is controlled via an access control list and all approved visitors must supply government issued photo ID and sign in prior to gaining access to the datacenter. All production areas within the data center are secured by electronic card key and/or biometric device.

Perimeter Security. Our datacenters are equipped with a fully redundant, multi-tier network architecture. This configuration provides multiple points of traffic inspection and ensures that systems of differing security levels are sufficiently segregated allowing only legitimate traffic to pass.

Intrusion Prevention. All Internet traffic is examined by an enterprise Intrusion Prevention System (IPS). This system is managed and monitored 24/7 by a team of highly skilled security experts who will react to any suspicious activity immediately.

Encryption. Frontline Technologies website access is secured using 256-bit Secure Socket Layer (SSL) encryption. This ensures that all web interaction is secure and protected from unwanted observation. In addition to this, all confidential customer data is stored with a minimum 128-bit encryption to further safeguard customer data.

Access Control. The Frontline Technologies systems have been engineered with a “Build it right, then continuously monitor” mindset and employ administrative, physical and technical safeguards (such as those outlined in FIPS PUB 200) which are designed to secure customer data from unauthorized access, disclosure, alteration and use. Any systems that house confidential or sensitive customer information, and the policies which govern them, adhere to the limitations and regulations as prescribed by the Family Educational Rights and Privacy Act as well as the Children’s Online Privacy and Protection Act (COPPA):

- Access to customer data is only granted to authorized personnel on an approval basis (following the principle of least privilege) to ensure that authorized personnel only have as much access to customer data as is required to perform their specified duties.
- All personnel who have access to confidential or personally identifiable data receive regular training on the proper handling and treatment of such data prior to being granted access.
- Access Control Lists are routinely audited to ensure only authorized personnel have access to customer data.

Compliance. If Frontline should engage in the data collection and storage of student-specific data, we will fully comply with the Family Educational Rights and Privacy Act (FERPA). FERPA will provide parents and students the right to provide written consent before the school district discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent. Frontline will require district provided disclosure in the event student PII is knowingly stored in our product(s). At this time, the Children’s Online Privacy and Protection Act (COPPA) is not relevant to our product(s). In the future, if COPPA applies to any of our products in the future, we will fully comply with all requirements and regulations.

Security Breach. In the event of a security breach, the following high-level framework will be followed (in accordance with Frontline Technologies’ Security Breach Response Plan):

First 24 Hours:

- Identify existence of breach
- Assemble Incident Response Team
- Take measures to halt additional data loss and preserve environment for investigation purposes
- Engage third-party data breach specialists to begin forensics investigation
- Contact Law enforcement (where applicable).

Upon Completion of Initial Investigation:

- Notify customers of the breach
- Provide update notifications with information on the scope of the breach and potential risks faced by those impacted by the breach
- Respond to customer inquiries regarding the breach
- Implement corrective measures to ensure the same type of breach cannot happen again

Data Practices

Data Use. Any data collected through Frontline Technologies products will only be used for the purpose of delivering the subscribed services. We will never sell, rent, transfer, disclose, or distribute customer data without prior written consent.

Data Accuracy. Customer data that is found to be inaccurate may be reported to Frontline Technologies, at which point the data will be reviewed and updated at the customer's discretion.

Data Sovereignty. All data generated within, or uploaded to, Frontline Technologies' products will remain in the US at all times. The only exception being any Canadian customers who require data reside within Canada's border will operate out of our Canadian data center and the data will not leave Canada's borders.

Data Return or Destruction. Upon termination of a contract with Frontline Technologies, the district can request a copy of all of their data that is held in Frontline Technologies products. The district will maintain all rights and privileges to its data that is stored in Frontline Technologies' products and Frontline Technologies will continue to protect all customer data with the same level of physical and logical security safeguards as existing customers. Upon receipt of a written request data-scrubbing techniques can be employed to remove any of the district's confidential information stored in Frontline Technologies' products.

High Availability and Redundancy

In any environment, the potential loss of a component or an entire sub-system is very real. The Frontline Technologies infrastructure has been designed to be elastic in order to handle traffic surges as well as maintain normal operations in the event of multiple hardware failures.

Our partnership with Sungard Availability Services complements our internally designed systems by providing additional protection in the event of the following scenarios:

- Loss of a Telco provider
- Loss of an Internet Service Provider

- DDoS Attack
- Extended regional power outages

The proprietary Frontline Technologies products have been developed as a distributed system allowing individual sub-systems to be scaled as demand increases.

Disaster Recovery

In the event of a more substantial emergency, such as an unrecoverable local issue or the loss of the entire data center due to some regional catastrophe, we are able to bring our systems back online, typically within one (1) hour, by performing a failover to our “warm” disaster recovery site over 2,000 miles away.

Data Integrity

- The Frontline Technologies products utilize an enterprise-level database management system with world-class fault-tolerance and backup mechanisms.
- The Frontline Technologies database relies on a fault-tolerant database cluster, which allows uninterrupted database access, even in cases of complete server failure.
- Database backups are taken daily and transferred to a secure location for storage and quick retrieval.
- Transactional backups are taken multiple times per hour and retained locally as well as at our “warm” disaster recovery site, to allow for a granular restore in the event of data-corruption or accidental deletion.
- All customer data are stored in no fewer than two distinct, secure locations to guarantee that the information will be available, even during the most severe conditions.

System Monitoring

The Frontline Technologies production environment is monitored 24/7 by systems engineers utilizing a variety of automated monitoring and reporting tools.

Automated Tools

Self-healing systems. Automation is employed wherever possible to allow the system to take corrective measures as needed to resolve issues without human intervention.

Early alert systems ensure high responsiveness. Every aspect of the internal Frontline Technologies infrastructure is monitored at regular intervals and provides proactive notification to systems personnel so that problems are addressed before there is an impact to system availability. In case of a system outage, systems personnel are immediately notified via telephone, pager, and email to begin Incident Response.

External testing for system availability and performance. The Frontline Technologies web applications are monitored multiple times a minute to ensure users continually receive the highest level of application response. This monitoring is performed using enterprise-grade web performance tools which simulate user activity from 15+ geographic locations across the United States and Canada.

Error notification built into application components. Each critical proprietary Frontline Technologies application has been designed to notify the Frontline Technologies systems personnel when problems occur. This ensures that any application issues are immediately detected and resolved.

On-Call Personnel

Frontline Technologies personnel on standby 24/7/365. Frontline Technologies systems personnel are available at all times to respond to any issue that could cause system unavailability. Each Frontline Technologies engineer has adequate access to necessary systems to triage, troubleshoot and resolve system issues.

About Frontline Technologies

Frontline Technologies provides web-based tools for PreK-12 education, empowering over 6,000 school districts and millions of educators to advance student growth. Founded in 1998, Frontline recognizes the importance of customer satisfaction and operates with high standards of achievement and adherence to strong ethical principles.

Frontline Technologies has been awarded three U.S. patents (6,334,133, 6,675,151, 7,430,519, 7,945,468 and 8,140,366) and has additional patents pending.

1400 Atwater Drive
Malvern, PA 19355
Phone: 610.727.0370
Fax: 610.363.3710
Email: Info@frontlinetechnologies.com

PROPOSAL

City of Porterville California

March 31, 2017



Patrice Hildreth
Administrative Services Director
City of Porterville
Porterville, California 93257

Dear Patrice,

On behalf of Frontline Education, I am pleased to present you with the following proposal and pricing for Frontline Recruiting & Hiring: Applicant Tracking.

Frontline Education is an integrated insights partner serving more than 9,500 K-12 organizations and millions of educators, administrators and support personnel in their efforts to develop the next generation of learners. With more than 20 years of experience serving the front line of education, Frontline Education provides actionable intelligence and insights that enable informed decisions and drive engagement across the organization.

Bringing together the best education software solutions into one unified platform, Frontline is pioneering a human capital management approach that meets the unique needs of education. The Frontline Insights Platform makes it possible to efficiently and effectively manage the administrative needs of the education community with solutions including Frontline Recruiting & Hiring, Frontline Absence & Time, Frontline Professional Growth and Frontline Special Ed & Interventions.

This proposal contains descriptions of the solutions you have expressed interest in. Investment estimates are provided which include the annual subscription fees, one-time implementation fees, and administrator training with related terms and conditions.

We look forward to your selection of Frontline Recruiting & Hiring and expanding your investment with Frontline Education as your long-term partner. We look forward to providing solutions that meet the needs of your strategic initiatives as your trusted advisor in your success.

Sincerely,

Hien Pham

Hien Pham
(425) 275-6569
hpham@frontlineed.com

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THIS PROPOSAL CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF FRONTLINE EDUCATION. AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL



Frontline provides **Frontline Recruiting & Hiring** to help organizations attract and quickly hire the best talent. Offering the leading Applicant Tracking application, Frontline Recruiting & Hiring helps more than 3,000 school districts and organizations: broaden their reach to applicants leveraging integration with several social media sites such as LinkedIn and Facebook; efficiently manage applicants; and easily onboard new hires. Administrators can easily communicate with applicants and move them quickly through the pipeline with automated workflows.

To further identify the best candidates, our Screening Assessments help districts find those who are most likely to be a fit in the district. Based on extensive research, the assessments help districts make defensible hiring decisions based on objective criteria. We also offer access to an online Onboarding & Safety Training Course Library, so new hires can go through training and get to work faster in the district.

Frontline Recruiting & Hiring Applications:

- Applicant Tracking
- Screening Assessments
- Onboarding & Safety Training Course Library



CITY COUNCIL AGENDA – MAY 16, 2017

SUBJECT: Renewal of Airport Lease Agreement - Lot 49A

SOURCE: Finance

COMMENT: Mr. & Mrs. Michael Wall are the current leaseholders of Lot 49A at the Porterville Municipal Airport. The lease expires on May 31, 2017; however, the lease terms allow for options to extend the lease in five-year periods. We have received a request from Mr. Wall to exercise his option to extend his lease for an additional five years, expiring on May 31, 2022.

RECOMMENDATION: That the City Council approve a five-year extension of the Lease Agreement between the City of Porterville and Mr. & Mrs. Michael Wall of Porterville, CA, for Lot 49A at the Porterville Municipal Airport.

ATTACHMENTS:

1. Locator Map
2. Letter from Mr. Wall requesting renewal
3. Paragraph 2 of original Lease Agreement

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

AIRPORT LEASE SITES



TAXIWAY

TAXIWAY

HANGAR ROAD

HOPE ROAD

THUNDERBOLT DR.

ADMIN.
BLD.

44A 44B 44C

40 41 42 43
36 37 38 39

45

46A 46B 46C 46D

35

A B C 34 D E F

33

32A B C

31C

31A 31B

30B

30A1 30A2 30A3

47

48

49B

50

SUBJECT
LOCATION



Janie Rodriguez

From: Mike Wall [REDACTED]
Sent: Tuesday, May 9, 2017 10:17 AM
To: Janie Rodriguez
Subject: Re: Lease - Lot 49A

Good Morning Janie;

Per this notice I am interested in continuing my lease agreement on Hangar 49A.

Thank You in advance,

B. Michael Wall

On Tuesday, May 9, 2017 10:04 AM, Janie Rodriguez <jrodriguez@ci.porterville.ca.us> wrote:

Good morning,

Attached is a copy of the letter regarding the lease renewal for Lot 49A. Please let me know if you wish to extend the lease for another five years.

Thank you,

Janie Rodriguez

559-782-7566

This e-mail (and attachments, if any) may be subject to the California Public Records Act, and as such may therefore be subject to public disclosure unless otherwise exempt under the Act.

LEASE AGREEMENT
PORTERVILLE MUNICIPAL AIRPORT

THIS LEASE AGREEMENT ("Lease"), executed at Porterville, California this 1st day of June, 1992, by and between the CITY OF PORTERVILLE, a political subdivision of the State of California, hereinafter referred to as "City" and HERBERT H. AND DOROTHY ANN DENLINGER hereinafter referred to as "Lessee".

WHEREAS, City owns and operates an airport in the City of Porterville, State of California, commonly known and described as "Porterville Municipal Airport"; and

WHEREAS, It is the desire of City to utilize said airport for the general public by its development and use in providing aeronautical-related facilities and service:

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Premises:

(a) Demised Premises: City, for and in consideration of the covenants, conditions, agreements, and stipulations herein set forth, does hereby demise and lease to Lessee, and Lessee hereby hires from City, those certain premises situated in the City of Porterville, State of California, more particularly described by metes and bounds in Exhibits being attached hereto and by this reference made a part hereof.

2. Term: The term of this lease shall commence when both parties have executed the same and shall terminate on May 31, 2002. Provided Lessee is not in default with respect to any of the

conditions or covenants of this lease. Lessee shall have an option to request an extension of the terms hereof for additional periods of five (5) years, by giving written notice thereof to Lessor not less than 120 days prior to expiration of this agreement or any five year extension. Lessor is not obligated to grant any extension but such shall not be unreasonably withheld.

3. **Rental and Business Privilege Consideration:** Lessee agrees to pay to City in lawful money of the United States without deduction or offset, to the Finance Director, City of Porterville, P O Box 432, Porterville, California, 93258, or to such person or persons and at such place or places as may be designated from time to time by City, a rental rate of \$.1662 per square foot per year. Inasmuch as the lease site contains approximately 2,600 square feet of land area, said rental rate will be \$ 432.12 per year payable in advance on June 1st of each year of this lease. See Exhibit "A" attached.

At the end of each year of this lease, the rate shall be adjusted by a percentage equal to the percentage increase or decrease in the Consumer Price Index (CPI) for San Francisco in the interval between the date of execution of this Lease or the last date of rate adjustment.

4.a **Purpose:** This Lease is made for the purpose of constructing and operating an aircraft hangar to be used for the parking and storage of aircraft and other activities incidental thereto. Lessee shall not use the premises or any part thereof or permit them to be used for any purpose or purposes other than stated above.

Lessee shall not do or permit any act or thing to be done upon the premises which constitutes nuisance or which may disturb the



CITY COUNCIL AGENDA – MAY 16, 2017

SUBJECT: Department of Finance Population Update

SOURCE: Community Development

COMMENT: The Community Development Department has received a summary report of Porterville's estimated population and housing data prepared by the State Department of Finance (DOF). The DOF prepares these estimates based upon information supplied by the City during the previous year, such as new housing units, demolitions, conversions, annexations and other factors, and comparing figures from the 2016 benchmark or a prior year's estimate. Annually, the Community Development Department reviews these estimates and forwards them to the City Council for review and adoption. After Council adoption, the City submits a request for certification to the State Controller.

After certification by the State, the January 1, 2017, population estimate of 59,908 for the city of Porterville becomes the basis used to distribute certain State subvention revenues to the City. The 2016 estimate was 59,686. This is an increase of .4% or 222 persons.

RECOMMENDATION: That the City Council authorize the Mayor to sign a request for State certification for the City of Porterville, January 1, 2017, at a population of 59,908.

ATTACHMENTS:

1. Department of Finance Population Update Letter 2017
2. Department of Finance Population Update Tables 2016-2017

Appropriated/Funded: MB

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: Patrice Hildreth, Administrative Services Dir

May 16, 2017

Department of Finance
Demographic Research Unit
915 "L" Street, 8th Floor
Sacramento, CA 95814

To Whom It May Concern:

On May 1, 2017, the City of Porterville received Porterville's estimated population and housing data for 2016 from the State Department of Finance.

On May 16, 2017, the Porterville City Council adopted Porterville's new estimated population of 59,908 and authorized transmittal of this correspondence requesting the State Controller to certify Porterville's January 1, 2017, population as 59,908 by Minute Order No. _____.

Sincerely,

Milt Stowe, Mayor

**California Department of Finance
Demographic Research Unit**

Report E-1

**Population Estimates for Cities, Counties, and the State
January 1, 2016 and 2017**

Released: May 1, 2017

Table of Contents (links to internal worksheets)

[City and County Population Estimates, January 1, 2016 and 2017](#)

[County and State Population Estimates, January 1, 2016 and 2017](#)

For more information:

<http://dof.ca.gov/Forecasting/Demographics/Estimates/E-1/>

Data Prepared by:

Demographic Research Unit
California Department of Finance
e-mail: ficalpop@dof.ca.gov
phone: 916-323-4086

E-1: City/County Population Estimates with Annual Percent Change
January 1, 2016 and 2017

State/County/City	Total Population		Percent Change
	1/1/2016	1/1/2017	
Tulare	466,563	471,842	1.1
Dinuba	24,567	24,861	1.2
Exeter	10,927	10,985	0.5
Farmersville	11,112	11,248	1.2
Lindsay	12,931	12,984	0.4
Porterville	59,686	59,908	0.4
Tulare	63,421	64,661	2.0
Visalia	130,977	133,151	1.7
Woodlake	7,690	7,768	1.0
Balance of County	145,252	146,276	0.7

Department of Finance
Demographic Research Unit
Phone: (916) 323-4086

For more information: <http://www.dof.ca.gov/research/demographic/reports/estimates/e-1/view.php>

Released on May 1, 2017

E-1: State/County Population Estimates with Annual Percent Change
January 1, 2016 and 2017

State/County	Total Population		Percent Change
	1/1/2016	1/1/2017	
California	39,189,035	39,523,613	0.9
Alameda	1,629,233	1,645,359	1.0
Alpine	1,160	1,151	-0.8
Amador	37,667	38,382	1.9
Butte	224,703	226,404	0.8
Calaveras	45,246	45,168	-0.2
Colusa	21,965	22,043	0.4
Contra Costa	1,126,824	1,139,513	1.1
Del Norte	27,006	27,124	0.4
El Dorado	184,371	185,062	0.4
Fresno	985,079	995,975	1.1
Glenn	28,639	28,731	0.3
Humboldt	135,557	136,953	1.0
Imperial	186,080	188,334	1.2
Inyo	18,632	18,619	-0.1
Kern	886,803	895,112	0.9
Kings	149,822	149,537	-0.2
Lake	64,790	64,945	0.2
Lassen	30,841	30,918	0.2
Los Angeles	10,182,961	10,241,278	0.6
Madera	154,933	156,492	1.0
Marin	263,150	263,604	0.2
Mariposa	18,167	18,148	-0.1
Mendocino	88,771	89,134	0.4
Merced	271,547	274,665	1.1
Modoc	9,620	9,580	-0.4
Mono	13,654	13,713	0.4
Monterey	438,171	442,365	1.0
Napa	141,888	142,408	0.4
Nevada	98,609	98,828	0.2
Orange	3,172,152	3,194,024	0.7
Placer	376,203	382,837	1.8
Plumas	19,837	19,819	-0.1
Riverside	2,348,213	2,384,783	1.6
Sacramento	1,496,619	1,514,770	1.2
San Benito	56,621	56,854	0.4
San Bernardino	2,135,724	2,160,256	1.1
San Diego	3,286,717	3,316,192	0.9
San Francisco	864,889	874,228	1.1
San Joaquin	735,677	746,868	1.5
San Luis Obispo	278,480	280,101	0.6

San Mateo	765,895	770,203	0.6
Santa Barbara	447,295	450,663	0.8
Santa Clara	1,922,619	1,938,180	0.8
Santa Cruz	275,557	276,603	0.4
Shasta	178,232	178,605	0.2
Sierra	3,194	3,207	0.4
Siskiyou	44,722	44,688	-0.1
Solano	430,972	436,023	1.2
Sonoma	502,604	505,120	0.5
Stanislaus	541,466	548,057	1.2
Sutter	96,614	96,956	0.4
Tehama	63,942	63,995	0.1
Trinity	13,647	13,628	-0.1
Tulare	466,563	471,842	1.1
Tuolumne	54,949	54,707	-0.4
Ventura	853,893	857,386	0.4
Yolo	215,522	218,896	1.6
Yuba	74,328	74,577	0.3

Department of Finance
Demographic Research Unit
Phone: (916) 323-4086

For more information: <http://www.dof.ca.gov/research/demographic/reports/estimates/e-1/view.php>
Released on May 1, 2017



CITY COUNCIL AGENDA – MAY 16, 2017

SUBJECT: Parks and Leisure Services Commission Meetings

SOURCE: Parks and Leisure Services

COMMENT: The Parks and Leisure Services Commission has expressed an interest in going dark for the months of June and July 2017, as it has done for the past four years. The Commission is willing to schedule a meeting if needed. A seventy-two hour notice would be posted should a meeting need to take place in June or July. The Library and Literacy Commission and the Youth Commission do not meet during the summer months. This item was discussed at the May 4, 2017, Parks and Leisure Services Commission meeting. The motion to not meet in June or July 2017, but to be available to meet if needed was approved unanimously.

Pursuant to the provisions of the Municipal Code, the Commission is permitted to designate its date and time for meetings. It states, "The Commission shall hold meetings regularly and shall designate the time and place thereof. It shall adopt its own rules of procedure and shall keep a record of its proceedings. All meetings and records of the commission shall be public. Five (5) members shall constitute a quorum for the transaction of business."

RECOMMENDATION: That the City Council approve the Parks and Leisure Services Commission's request to go dark for the months of June and July 2017, with the Commission being available to meet if necessary.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – MAY 16, 2017

SUBJECT: Request for Proclamation - Alzheimer's & Brain Awareness Month - June 2017

SOURCE: Administrative Services

COMMENT: At its meeting of October 1, 2013, the Council amended the process by which proclamations are approved, and affirmed the process at its meeting on February 21, 2017. The new process requires that all proclamations must be sponsored by one Council Member, after which the request is then placed on the Council's agenda for consideration and approval by a majority of the Council.

The Century 21 Jordan Link & Co. has requested that the Council consider approval of a proclamation to proclaim the month of June 2017, as "Alzheimer's & Brain Awareness Month". Mayor Stowe is sponsoring this proclamation request. If approved, the applicants request that the proclamation be presented at the May 16th Council meeting.

RECOMMENDATION: That the City Council consider approval of the request to proclaim the month of June 2017, as "Alzheimer's & Brain Awareness Month."

ATTACHMENTS: 1. Request for Proclamation - Alzheimer's & Brain Awareness Month

Appropriated/Funded: N/A

Review By:

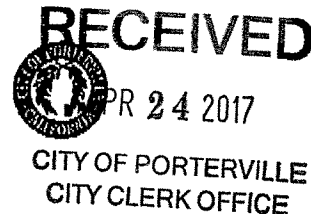
Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager



City of Porterville
REQUEST FOR PROCLAMATION



Date of Request: 4-24-17

Name of Event/Individual: JUNE - ALZHEIMER'S & BRAIN AWARENESS MONTH
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: Century 21 Jordan Link & Co.

Name of Contact Person: Michael Gutierrez - BOB PATEL

Address: 878 W. MORTON AVE - PORTERVILLE, CA 93257

Phone: 559-359-4581 ^{or} 300-9101 FAX: 559-781-3630

E-mail: remikeg@gmail.com

I would like the proclamation: ☒ presented at a Council Mtg. ☐ mailed ☐ call for pick-up

Date(s) of Event: Month of June

Date of Council Meeting to be presented, if applicable: 5-2-17
(Council meets 1st and 3rd Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:
Michael Gutierrez

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation. If assistance is needed, or if you need a sample provided, or to return this form, contact:

Office of City Clerk
291 North Main Street
Porterville, CA 93257
(559) 782-7464 / Fax (559) 782-7452

All requests require a sponsorship by a member of the Council prior to being placed on a City Council Agenda for consideration, and are subject to approval by a majority of the Council. Please see the attached language regarding the process and timelines for submittal.

City Clerk's Section

Request Received: 4-24-17 Sponsored by: Stowe Date: 5/10/17

Approved by Council: yes ☐ no ☐ Date: _____

Notification to Contact person done (date): _____ in writing ☐ by phone ☐

Items (s) ☐ mailed _____ ☐ faxed _____ ☐ picked up _____

Comment: _____

WHEREAS: Alzheimer's is the most common form of dementia causing problems with memory, thinking, and behavior. Symptoms develop slowly and progressively get worse over time, becoming severe enough to interfere with daily task; and

WHEREAS: Alzheimer's is not a normal part of aging: the greatest risk factor is increasing age and the majority of people with Alzheimer's are sixty-five and older; and

WHEREAS: Alzheimer's is a progressive disease and those diagnosed with this disease live an average of eight years after symptoms become noticeable to others; and

WHEREAS: Alzheimer's is the sixth leading cause of death in the United States and there are more than Five Million Americans living with the disease; and

WHEREAS: Tulare County to include Porterville has an increasing amount of Residents with Alzheimer's or some other form of dementia; and

WHEREAS: Alzheimer's has no current cure, but symptomatic treatments are available that can temporarily slow the progress of dementia and improve the quality of life for those with Alzheimer's and their caregivers. Research and efforts are ongoing to find a cure; and

WHEREAS: The establishment of Alzheimer's & Brain Awareness Month will benefit all citizens of the Community; and

NOW THEREFORE, I, MILT STOWE, Mayor of the City of Porterville, on behalf of The City Council do hereby proclaim June, 2017, as -

"Alzheimer& Brain Awareness Month"

in the City of Porterville, and encourage all citizens to join the global effort to bring awareness and education about Alzheimer's disease, the Brain and other dementias.



VISALIA
MOONEY GROVE PARK

10.14.17

Century 21 JORDAN-LINK &
COMPANY



WESTGATE GARDENS
CARE CENTER

WALK TO END ALZHEIMER'S

2016 HIGHLIGHTS*

3

YEARS IN VISALIA

391

PARTICIPANTS

\$41,117

AMOUNT RAISED

WALK TO
END
ALZHEIMER'S

alzheimer's association



* as of December 2016

[HTTP://ACT.ALZ.ORG/VISALIA2017](http://act.alz.org/visalia2017) | 559.753.8204

**ALZHEIMER'S
& BRAIN**
awareness month

alzheimer's  association®

Uncover the truth about Alzheimer's disease during Alzheimer's & Brain Awareness Month

Go Purple with a Purpose for Alzheimer's disease Awareness and Caregivers Month. President Ronald Reagan designated June as National Alzheimer's Disease Awareness Month in 1983. At the time, fewer than 2 million Americans had Alzheimer's; today, the number of people with the disease has soared to nearly 5.4 million. Get involved this month, and help raise awareness for Alzheimer's disease.

June is Alzheimer's & Brain Awareness Month, and the Alzheimer's Association® needs your help to uncover the truth about Alzheimer's disease and other dementias. Everyone who has a brain is at risk to develop Alzheimer's, a disease that is often misunderstood.

Did you know:

- Alzheimer's is fatal. It kills more than breast and prostate cancer combined.
- Alzheimer's is not normal aging. It's a progressive brain disease without any cure.
- Alzheimer's is more than memory loss. It appears through a variety of signs and symptoms.

During the month of June, the Alzheimer's Association asks you to uncover the truth about Alzheimer's and take action.

- ❖ Tulare County WALK TO END ALZHEIMER'S will be on 10.14.17 at Mooney Grove Park in Visalia.



JORDAN-LINK & COMPANY

878 W. Morton Avenue, Porterville CA, 93257
Office 559-781-1414 - Fax 559-781-3630

alzheimer's  association**KNOW^{the}
10 SIGNS**

EARLY DETECTION MATTERS

HAVE YOU NOTICED ANY OF THESE WARNING SIGNS?

Please list any concerns you have and take this sheet with you to the doctor.

Note: This list is for information only and not a substitute for a consultation with a qualified professional.

- ☐ 1. **MEMORY LOSS THAT DISRUPTS DAILY LIFE.** One of the most common signs of Alzheimer's disease, especially in the early stage, is forgetting recently learned information. Others include forgetting important dates or events, asking for the same information over and over, and increasingly needing to rely on aides (e.g., reminder notes or electronic devices) or family members for things they used to handle on their own. **What's a typical age-related change?** Sometimes forgetting names or appointments, but remembering them later.
-
-
- ☐ 2. **CHALLENGES IN PLANNING OR SOLVING PROBLEMS.** Some people may experience changes in their ability to develop and follow a plan or work with numbers. They may have trouble following a familiar recipe or keeping track of monthly bills. They may have difficulty concentrating and take much longer to do things than they did before. **What's a typical age-related change?** Making occasional errors when balancing a checkbook.
-
-
- ☐ 3. **DIFFICULTY COMPLETING FAMILIAR TASKS AT HOME, AT WORK OR AT LEISURE.** People with Alzheimer's disease often find it hard to complete daily tasks. Sometimes they may have trouble driving to a familiar location, managing a budget at work or remembering the rules of a favorite game. **What's a typical age-related change?** Occasionally needing help to use the settings on a microwave or to record a television show.
-
-
- ☐ 4. **CONFUSION WITH TIME OR PLACE.** People with Alzheimer's can lose track of dates, seasons and the passage of time. They may have trouble understanding something if it is not happening immediately. Sometimes they may forget where they are or how they got there. **What's a typical age-related change?** Getting confused about the day of the week but figuring it out later.
-
-
- ☐ 5. **TROUBLE UNDERSTANDING VISUAL IMAGES AND SPATIAL RELATIONSHIPS.** For some people, having vision problems is a sign of Alzheimer's. They may have difficulty reading, judging distance, and determining color or contrast, which may cause problems with driving. **What's a typical age-related change?** Vision changes related to cataracts.
-
-

- ☐ **6. NEW PROBLEMS WITH WORDS IN SPEAKING OR WRITING.** People with Alzheimer's disease may have trouble following or joining a conversation. They may stop in the middle of a conversation and have no idea how to continue or they may repeat themselves. They may struggle with vocabulary, have problems finding the right word or call things by the wrong name (e.g., calling a "watch" a "hand clock").
What's a typical age-related change? Sometimes having trouble finding the right word.
-
-
- ☐ **7. MISPLACING THINGS AND LOSING THE ABILITY TO RETRACE STEPS.** A person with Alzheimer's may put things in unusual places. They may lose things and be unable to go back over their steps to find them again. Sometimes, they may accuse others of stealing. This may occur more frequently over time.
What's a typical age-related change? Misplacing things from time to time and retracing steps to find them.
-
-
- ☐ **8. DECREASED OR POOR JUDGMENT.** People with Alzheimer's may experience changes in judgment or decision making. For example, they may use poor judgment when dealing with money, giving large amounts to telemarketers. They may pay less attention to grooming or keeping themselves clean.
What's a typical age-related change? Making a bad decision once in a while.
-
-
- ☐ **9. WITHDRAWAL FROM WORK OR SOCIAL ACTIVITIES.** A person with Alzheimer's disease may start to remove themselves from hobbies, social activities, work projects or sports. They may have trouble keeping up with a favorite sports team or remembering how to complete a favorite hobby. They may also avoid being social because of the changes they have experienced.
What's a typical age-related change? Sometimes feeling weary of work, family and social obligations.
-
-
- ☐ **10. CHANGES IN MOOD AND PERSONALITY.** The mood and personalities of people with Alzheimer's can change. They can become confused, suspicious, depressed, fearful or anxious. They may be easily upset at home, at work, with friends or in places where they are out of their comfort zone.
What's a typical age-related change? Developing very specific ways of doing things and becoming irritable when a routine is disrupted.
-
-

If you or someone you care about is experiencing any of the 10 Warning Signs of Alzheimer's disease, please see a doctor to find the cause. Early diagnosis gives you a chance to seek treatment and plan for your future.

The Alzheimer's Association can help. Visit alz.org/10signs or call **800.272.3900** (TTY: 866.403.3073).

This is an official publication of the Alzheimer's Association but may be distributed by unaffiliated organizations or individuals. Such distribution does not constitute an endorsement of these parties or their activities by the Alzheimer's Association.



CITY COUNCIL AGENDA – MAY 16, 2017

SUBJECT: Request for Proclamation - Peace Officer Week- May 14 through May 20, 2017

SOURCE: Administrative Services

COMMENT: At its meeting of October 1, 2013, the Council amended the process by which proclamations are approved, and affirmed the process at its meeting on February 21, 2017. The new process requires that all proclamations must be sponsored by one Council Member, after which the request is then placed on the Council's agenda for consideration and approval by a majority of the Council.

The Porterville Police Department has requested that the Council consider approval of a proclamation to proclaim the period between May 14 and May 20, 2017, as "Peace Officer Week". Council Member Flores is sponsoring this proclamation request. If approved, the applicants request that the proclamation be presented at the May 16th Council meeting.

RECOMMENDATION: That the City Council consider approval of the request to proclaim the period between May 14 and May 20, 2017, as "Peace Officer Week."

ATTACHMENTS: 1. Request for Proclamation - Peace Officer Week

Appropriated/Funded: N/A

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager



City of Porterville
REQUEST FOR PROCLAMATION

Date of Request: 5/5/17
Name of Event/Individual: Peace Officer Week
i.e. "Porterville Tourism Week", "Mr. John Doe"
Name of Sponsoring Organization: Porterville Police Department
Name of Contact Person: Eric Kroutil, Chief of Police
Address: 350 N. D Street
Phone: 782-7402 FAX: 784-0705
E-mail: ekroutil@ci.porterville.ca.us
I would like the proclamation: ☒ presented at a Council Mtg. ☐ mailed ☐ call for pick-up
Date(s) of Event: May 14-20, 2017
Date of Council Meeting to be presented, if applicable: May 16th, 2017
(Council meets 1st and 3rd Tuesdays of each month.)
Individual or representative attending Council Meeting to receive proclamation:
Chief of Police, Eric Kroutil

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation. If assistance is needed, or if you need a sample provided, or to return this form, contact:

Office of City Clerk
291 North Main Street
Porterville, CA 93257
(559) 782-7464 / Fax (559) 782-7452

All requests require a sponsorship by a member of the Council prior to being placed on a City Council Agenda for consideration, and are subject to approval by a majority of the Council. Please see the attached language regarding the process and timelines for submittal.

City Clerk's Section

Request Received: 5/5/17 Sponsored by: Flores Date: 5/5/17
Approved by Council: yes ☐ no ☐ Date: _____
Notification to Contact person done (date): _____ in writing ☐ by phone ☐
Items (s) ☐ mailed _____ ☐ faxed _____ ☐ picked up _____
Comment: _____

Excerpt from the CITY COUNCIL PROCEDURAL HANDBOOK

F. Proclamation Approval Process

All Proclamations must be submitted at least 72 hours before noon on the Thursday before the next City Council Meeting to be considered for approval by the City Council. All received proclamations are to be scanned and emailed to all Council Members within one business day of being received. Each Council Member will have until noon on the Thursday before the next Council Meeting to contact the City Manager's Office to sponsor submitted proclamations. Proclamations receiving one sponsor will be placed on the next Council agenda as a Consent Calendar item. Those not receiving a sponsor will be disregarded. If multiple sponsors are received, the first Council Member to respond will be deemed the proclamation's sponsor. (*M.O. 13-100113, October 1, 2013.*)

WHEREAS , in 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week; and

WHEREAS, the dedicated men and women who have chosen law enforcement as a career face extraordinary risk and danger preserving our freedom and security; and

WHEREAS, during the week of May 14 through May 20, 2017, "National Police Week" is observed in order to recognize the hazardous work, serious responsibilities, and strong commitment of our Nation's Peace Officers; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their Police Department, and that members of the Porterville Police Department recognize their duty to serve the people by safeguarding life and property, protecting them against violence or disorder, and protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, these special observances provide all Porterville residents with the opportunity to appreciate the heroic men and women who have dedicated their lives to preserving public safety.

NOW, THEREFORE, I, Milt Stowe, by the authority vested in me as Mayor of the City of Porterville, proclaim May 15, 2017, as National Peace Officer Memorial Day, and May 14 through May 20, 2017, as Police Week, and call upon all residents of Porterville to pay tribute to those Peace Officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Porterville to be affixed this 16th day of May 2017.



CITY COUNCIL AGENDA – MAY 16, 2017

SUBJECT: Request for Proclamation - Freedom Days in Porterville - June 14 through July 4, 2017

SOURCE: Administrative Services

COMMENT: At its meeting of October 1, 2013, the Council amended the process by which proclamations are approved, and affirmed the process at its meeting on February 21, 2017. The new process requires that all proclamations must be sponsored by one Council Member, after which the request is then placed on the Council's agenda for consideration and approval by a majority of the Council.

The Porterville Flag Day Committee has requested that the Council consider approval of a proclamation to proclaim the period between June 14 and July 4, 2017, as "Freedom Days in Porterville". Council Member Flores is sponsoring this proclamation request. If approved, the applicants request that the proclamation be presented at the Flag Day Ceremony on June 14.

RECOMMENDATION: That the City Council consider approval of the request to proclaim the period between June 14 and July 4, 2017, as "Freedom Days in Porterville."

ATTACHMENTS: 1. Request for Proclamation - Freedom Days in Porterville

Appropriated/Funded: N/A

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager



City of Porterville
REQUEST FOR PROCLAMATION



Date of Request: 4-27-17
Name of Event/Individual: Flag Day Celebration
-e.g. "Porterville Tourism Week", "Mr. John Doe"
Name of Sponsoring Organization: Flag Day Committee
Name of Contact Person: Dennis Shaffer /
Address: _____
Phone: 920-7087 FAX: _____
E-mail: bdentprg@aoh.com
I would like the proclamation: ☒ presented at a Council Mtg. ☐ mailed ☐ call for pick-up
Date(s) of Event: June 14, 2017
Date of Council Meeting to be presented, if applicable: May
(Council meets 1st and 3rd Tuesdays of each month.)
Individual or representative attending Council Meeting to receive proclamation:
Dennis Shaffer

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation 3-4 weeks in advance. If assistance is needed, or if you need a sample provided, or to return this form, contact:

Office of City Clerk
291 North Main Street
Porterville, CA 93257
(559) 782-7464 / Fax (559) 782-7452

All requests require a sponsorship by a member of the Council prior to being placed on a City Council Agenda for consideration, and are subject to approval by a majority of the Council.

City Clerk's Section

Request Received: 4-27-17 Sponsored by: Flores Date: 4/27/17
Approved by Council: yes ☐ no ☐ Date: _____
Notification to Contact person done (date): _____ in writing ☐ by phone ☐
Items (s) ☐ mailed _____ ☐ faxed _____ ☐ picked up _____
Comment: _____

WHEREAS: There is a three week period between Flag Day, June 14, 2017, and Independence Day, July 4, 2017; and

WHEREAS: The local patriotic activities during this period have grown to involve the support of several community based institutions, service clubs and community organizations; and

WHEREAS: These organizations consist of the Elks Lodge, Porterville Emblem Club, American Legion, American Legion Auxiliary, Veterans of Foreign Wars, Old Glory Club, Grocery Outlet, 50 W. Olive LLC, M.D. Atkinson, Save Mart Supermarkets, Porterville Chamber of Commerce, the Alta Mira Chapter of the Daughters of the American Revolution, Porterville Exchange Club, The Porterville Recorder, and the Women's Club; and

WHEREAS: These organizations form the Porterville Flag Day Committee; and

WHEREAS: It is the wish of the Porterville Flag Day Committee for the entire community to join with them in the events occurring during this period; and

WHEREAS: The Porterville Flag Day Committee encourages all citizens to display "OLD GLORY" each day from Flag Day to Independence Day; and to participate in the 36th Annual Flag Day Ceremony at 50 W. Olive Avenue, 6:30 p.m. on June 14.

NOW, THEREFORE, I, Milt Stowe, Mayor of Porterville, on behalf of the Porterville City Council, do hereby proclaim the period between June 14 and July 4, 2017, as

"FREEDOM DAYS IN PORTERVILLE"

and encourage all citizens to participate in the many patriotic activities scheduled during Freedom Days.

PROCLAIMED this day of June, 2017.

Milt Stowe,
Mayor

Brian E. Ward,
Vice Mayor

Cameron J. Hamilton,
Council Member

A. Monte Reyes,
Council Member

Martha A. Flores,
Council Member



CITY COUNCIL AGENDA – MAY 16, 2017

SUBJECT: Cancellation of July 4, 2017 City Council Meeting

SOURCE: Administrative Services

COMMENT: This year, the first Tuesday of July falls on Independence Day. In light of this, staff herein presents this item for the Council to consider cancelling the July 4th City Council Meeting. In the event items arise that require City Council action, a special meeting can be scheduled.

RECOMMENDATION: That the City Council cancel the City Council Meeting scheduled for July 4, 2017, due to the Independence Day holiday.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – MAY 16, 2017

SUBJECT: Consideration of a Conditional Use Permit to allow a Trade School at 774 North Prospect Street

SOURCE: Community Development

BACKGROUND: The applicant is requesting approval of a Conditional Use Permit (CUP) to allow for a trade school in an existing building at 774 N. Prospect Street, in Porterville Prospect Plaza. The site has a General Plan land use designation of Retail Centers and is zoned CR (Retail Centers). In the CR zone district, colleges and trade schools, whether public or private require a CUP.

COMMENT: The applicant proposes to operate Sierra Health Education Center, a trade school specializing in private education for medical assistance type programs, such as Licensed Vocational Nurse, Certified Nurse Assistant, and Home Health Aide. The programs are licensed through the California Department of Public Health, and State regulations dictate that no more than 15 students participate in the program at one time. The training programs will run a total of 160 hours over the course of 22 days, and consist of both clinical and classroom-based learning. Sierra Health Education Center intends to partner with Sierra Valley Rehabilitation Center and Lindsay Gardens for the off-site clinical training, which comprises 100 hours of the program. The classroom component of the program, which will be taught at the project site, is 50 hours. Classroom hours would be scheduled from 8:00 am to 4:00 pm, which is consistent with the other uses within Porterville Prospect Plaza.

ANALYSIS: Colleges and Trade Schools, Public or Private are allowed with a Conditional Use Permit in the CR (Retail Center) zone district per Table 203.02 of the Development Code. Colleges and Trade Schools, Public or Private, are defined in the Development Code as follows: Institutions of higher education providing curricula of general, religious or professional nature, typically granting recognized degrees, including conference centers and academic retreats associated with such institutions. This classification includes business and computer schools, management training, technical and trade schools, but excludes personal instructional services such as music lessons. Trade schools are equipped to teach skills that are needed in Porterville and across Tulare County; recruiting and promoting businesses like Sierra Health Education Center is consistent with the Economic Development Element of the General Plan.

The project site was built in 1987, and no tenant improvements, interior or exterior, are proposed. At the time of development, the required parking ratio was

one parking space for each 400 square feet of floor area. Prospect Plaza includes a total of 10,180 square feet of floor area, which would have required 25 spaces. The developer elected to provide additional parking, and provided 42 spaces. This results in a ratio of one space per 242 square feet of building space, which exceeds even today's standard of one space per 250 square feet of parking for office and retail uses. Additionally, Porterville Transit has several transit stops within 1,000 feet radius of the project location.

ENVIRONMENTAL REVIEW: The project is exempt from the California Environmental Quality Act pursuant to Section 15301, Class 1 Existing Facilities. No further environmental review is required.

RECOMMENDATION: That the City Council adopt the draft resolution approving Conditional Use Permit (PRC 2017-019-C) to allow a trade school at 774 N. Prospect Street, subject to conditions of approval.

ATTACHMENTS:

1. Draft Resolution
2. Site Plan
3. Floor Plan

Appropriated/Funded:

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager

RESOLUTION NO.____-2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING CONDITIONAL USE PERMIT (PRC 2017-019-C) TO ALLOW
SIERRA HEALTH EDUCATION CENTER, A TRADE SCHOOL,
TO BE LOCATED AT 744 NORTH PROSPECT STREET

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of May 16, 2017, conducted a public hearing to consider Conditional Use Permit (PRC 2017-019-C), a request to allow a 2,400± square-foot tenant space to be utilized for Sierra Health Education Center, a trade school located at 774 N. Prospect Street, generally located south of Henderson Avenue and east of Prospect Street; and

WHEREAS: The project site has a General Plan land use designation of Retail Centers and is zoned CR (Retail Centers). Pursuant to Table 203.02 – Land Use Regulations, of the Porterville Development Ordinance, colleges and trade schools, whether public or private, require a conditional use permit to operate in the CR (Retail Centers) zone district; and

WHEREAS: The applicant proposes to operate Sierra Health Education Center, a trade school specializing in private education for medical assistance type programs, such as Licensed Vocational Nurse, Certified Nurse Assistant, and Home Health Aide. The programs are licensed through the California Department of Public Health, and State regulations dictate that no more than 15 students participate in the program at one time. The training programs will run a total of 160 hours over the course of 22 days, and consist of both clinical and classroom-based learning. Sierra Health Education Center would partner with Sierra Valley Rehabilitation Center and Lindsay Gardens for the off-site clinical training, which comprises 100 hours of the program. The classroom component of the program, which will be taught at the project site, is 50 hours. Classroom hours would be scheduled from 8:00 am to 4:00 pm, which is consistent with the other uses within Porterville Prospect Plaza; and

WHEREAS: Pursuant to Section 15301 of the California Environmental Quality Act (CEQA), the project is categorically exempt as an existing facility; and

WHEREAS: The City Council made the following findings with respect to the subject project:

1. The General Plan designates the subject site as Retail Centers. The subject site is zoned CR (Retail Centers) which is supported by the General Plan. The proposed use is allowed pursuant to approval of a Conditional Use Permit.
2. That the site is physically suitable for the type of development proposed. The site is a developed retail center which includes space for office uses.
3. That the design of the project is not likely to cause substantial environmental damage. The subject site is developed with an existing building. As such, no endangered, threatened, or rare species or habitats exist and no impact will occur.

4. That the proposed location of the project and the conditions under which it will be operated and maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity. Conditions of approval are included to ensure adequate development standards are met.
5. That the standard of population density, site area dimensions, site coverage, yard spaces, height of structures, distance between structures, off-street parking facilities, and landscaped areas will produce an environment of stable and desirable character consistent with the objectives of the 2030 General Plan.
6. That the project, as proposed, complies with all design standards of the Porterville Development Ordinance. No physical modifications to the site are proposed.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve Conditional Use Permit (PRC 2017-019-C) to allow Sierra Health Education Center, a trade school, to be located at 774 N. Prospect Street, subject to the following conditions:

1. Upon approval of the conditional use permit, any future change in operation which substantially alters the conditions or nature of the subject business will require approval by the City Council.
2. At all times, the facility shall be operated and maintained to comply with State Laws, the City of Porterville Zoning Ordinance, adopted Building Codes and all other applicable laws and ordinances.
3. Unless an extension of time is granted by the City Council, the conditional use permit shall expire two years after the date of approval if the trade school is not active or actively pursued.
4. The applicant shall operate the establishment in such a manner as to preserve the public safety, health and welfare, to prevent the use from becoming a nuisance and operate the business in compliance with all laws, ordinances and regulations. In the event that this or any other condition of approval is violated, the City Council may modify or revoke the conditional use permit as provided in Section 601.10 of the Porterville Development Ordinance.
5. Temporary signs are not to be used in lieu of permanent signage. If the tenant intends to utilize a temporary sign such as banners, flags, or other forms of temporary signs, a temporary sign permit is needed in order to display the signs. Only two temporary signs with a combined maximum square footage of 40 square feet can be used with one permit and only one permit can be used at one time.
6. Permanent signs (including its supporting structure, if any) require a building permit and must comply with Chapter 305 of the Porterville Development Ordinance.

7. A back-flow device is required on the water meter. The developer/applicant shall comply with the City standard for "backflow" prevention pursuant to Resolution No. 9615.
8. A Knox box will be required. A "Grand Master" key that opens all locked areas including locked gates will also be required and placed inside the Knox Box. The application and ordering may be completed online at the Knox Box web page. <http://www.knoxbox.com/>

PASSED, APPROVED AND ADOPTED this 16th day of May, 2017.

Milt Stowe, Mayor

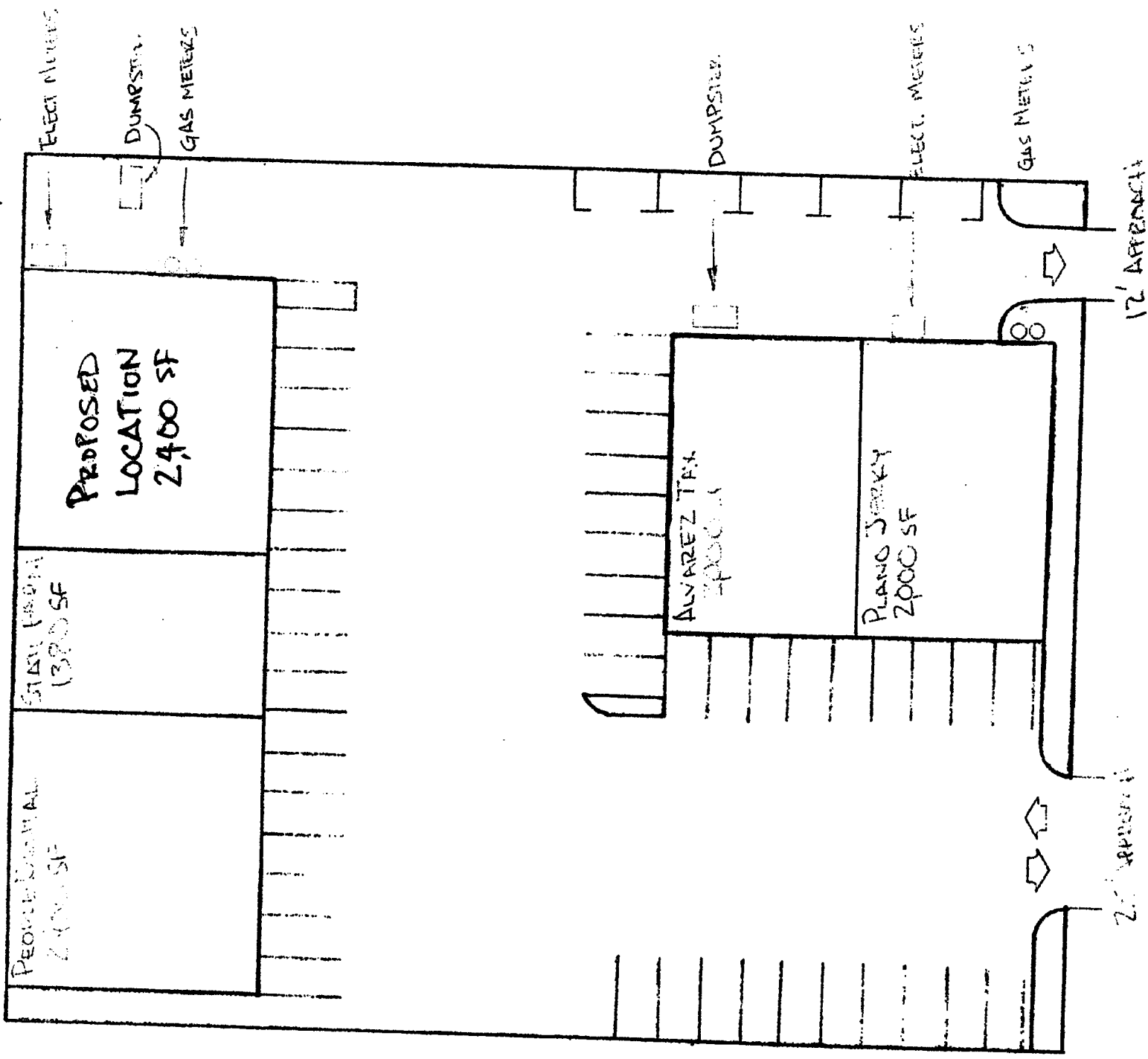
ATTEST:

John D. Lollis, City Clerk

By _____
Patrice Hildreth, Chief Deputy City Clerk

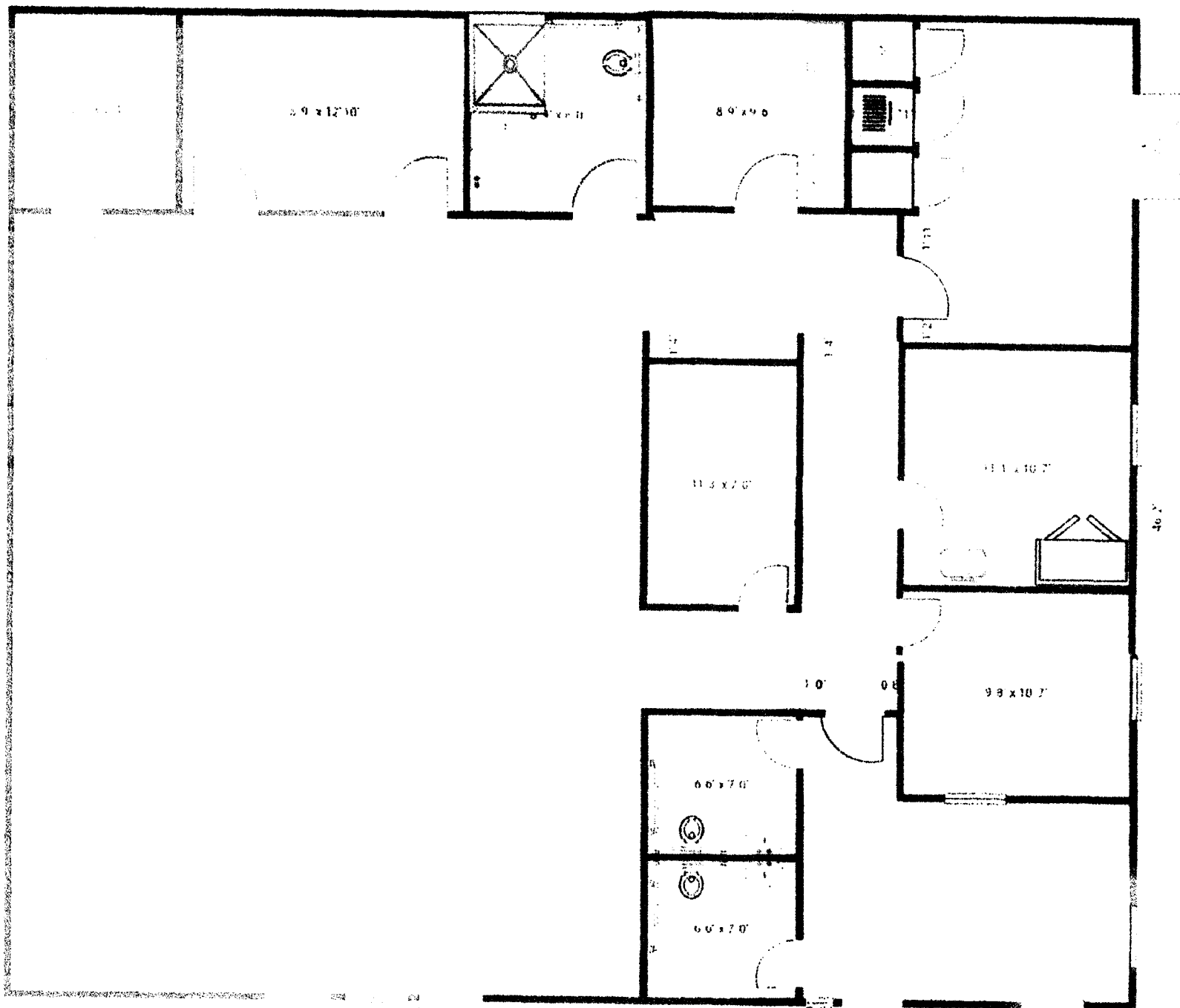
N

774 N. PROSPECT ST.
 APN: 251-170-036-000
 • 50 PARKING SPACES
 • CONCRETE PAVING
 • ALL BUILDINGS ON PUBLIC
 WATER & SEWER



--- N. PROSPECT ST. ---

SCALE: 1"=26'



NO CHANGES
REQUESTED

CURRENT FLOOR PLAN



CITY COUNCIL AGENDA – MAY 16, 2017

SUBJECT: Continued Public Hearing to Consider Moving Into Phase III of the City's Water Conservation Plan

SOURCE: Public Works

COMMENT: At the May 2, 2017 meeting of the City Council, the Council continued the scheduled Public Hearing to its meeting of May 16, 2017, to consider adjusting the current phase of water conservation plan expected of Porterville residents and water users as we approach the summer months, with consideration given to the weather forecast for the remainder of the month. Current weather forecasts for the Porterville area indicate expected temperatures in the low-80's to the low-90's through the remainder of the month, with very little chance for precipitation.

Reduced production guidelines presented in Governor Brown's Executive Orders and subsequent regulations adopted by the State Water Resources Control Board, require that Porterville maintain a cumulative production of 26% less than the production of 2013. The expectation of 26% cumulative total conservation will be extended through the ongoing emergency drought response. The City of Porterville has developed a Conservation Plan that has been effective while still allowing some flexibility. The City's Conservation Plan is an Odd/Even watering schedule composed of Five Phases; Phase I, is Voluntary 3 Day Watering week Schedule; Phase II, is Mandatory 3 Day Watering week Schedule; Phase III, is Mandatory 2 Day Watering week Schedule; Phase IV, is Mandatory 1 Day Watering week Schedule; and Phase V, is No Outdoor Watering.

Through the implementation of mandatory reductions the City of Porterville has been able to produce a cumulative total reduction of 27% through April 2017. In order to maintain the mandated reductions while providing flexibility to our residents, it is staff's recommendation that we repeat the watering schedules implemented by the Council last year. Staff recommends Council consider moving to Phase III of the City's Water Conservation Plan (a Mandatory odd/even 2 day watering week schedule), maintaining the time limitations between 5:00-10:00 AM and 5:00-10:00 PM. Odd addresses would be allowed to water on Tuesday & Saturday and even addresses on Wednesday & Sunday. Recommendation is to commence with Phase III effective June 1, 2017 and continue this water schedule through the summer and fall months until November 30, 2017. On December 1, 2017 the City should then transition back to Phase IV of the City's Water Conservation Plan (a Mandatory 1 day watering week schedule).

RECOMMENDATION: That City Council:

1. Resume the Public Hearing;
2. Consider transitioning from Phase IV to Phase III of the City's Water Conservation Plan effective June 1, 2017; and
3. Consider directing staff to transition back to Phase IV commencing December 1, 2017.

ATTACHMENTS:

1. Drought Response Phase IV Flyer
2. Drought Response Phase III Flyer
3. Monthly Production Status April 2017

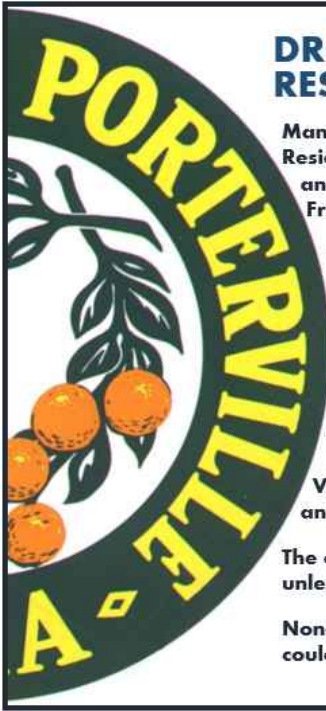
Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager



DROUGHT RESPONSE Phase IV

Mandatory Odd/Even Watering Schedule, based on address. Residents will be allowed **ONE** day a week to water lawns and landscapes. No watering allowed Monday through Fridays.

Watering is prohibited between the hours of 5:00 AM to 10:00 AM and 5:00 PM to 10:00 PM.

No watering outdoor landscapes during and within 48 hours after measurable rainfall (>0.01 inches).

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

Vehicles shall only be washed on designated watering days and with a hose equipped with a shut-off nozzle.

The operation of ornamental water features is prohibited unless the fountain uses a recycling system.

Non-compliance with Phase IV water conservation regulations could result in citations with fines up to \$500.

DROUGHT RESPONSE PHASE IV

The City of Porterville has adopted Phase IV of its Drought Response Plan. As part of the Phase IV plan, the City has restricted watering days to one day per week, based on address.

Mandatory Odd/Even Watering Schedule

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
DO NOT WATER	DO NOT WATER	DO NOT WATER	DO NOT WATER	DO NOT WATER	OK TO WATER	OK TO WATER
—	—	—	—	—	ODD	EVEN

- Odd Address
- Even Address
- Outdoor Watering is Prohibited

ODD NUMBER ADDRESSES

If your address ends with an “odd” number, 1, 3, 5, 7, or 9, your watering day is Saturday *only*.

OR

EVEN NUMBER ADDRESSES

If your address ends with an “even” number, 0, 2, 4, 6, or 8, your watering day is Sunday *only*.

Violation Level	Citation Amount
First Violation	Warning Only
Second Violation	\$100 Fine
Third Violation	\$200 Fine
Fourth Violation	\$500 Fine

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

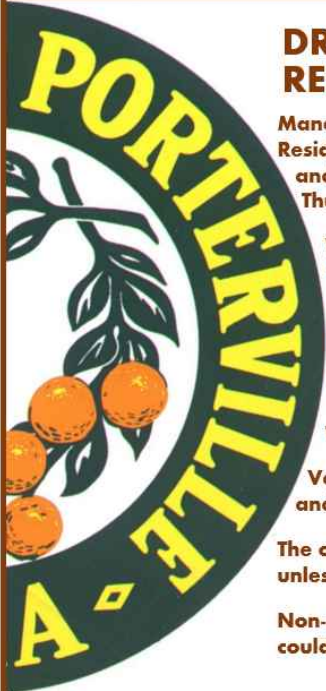
**The washing of
sidewalks and driveways
is prohibited**

**Vehicles shall only be
washed on designated
watering days and with
hoses equipped with a
shut-off nozzle**

**Ornamental water
features are prohibited
unless the fountain uses
a recycling system**

**WATERING PROHIBITED
BETWEEN THE HOURS OF
5:00 – 10:00 AM
5:00 – 10:00 PM**

**NO WATERING
MONDAY THROUGH
FRIDAY.**



DROUGHT RESPONSE Phase III

Mandatory Odd/Even Watering Schedule, based on address.
Residents will be allowed **TWO** days a week to water lawns and landscapes. No watering allowed on Mondays, Thursdays, and Fridays.

Watering is prohibited between the hours of **5:00 AM to 10:00 AM** and **5:00 PM to 10:00 PM**.

No watering outdoor landscapes during and within **48** hours after measurable rainfall.

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

Vehicles shall only be washed on designated watering days and with a hose equipped with a shut-off nozzle.

The operation of ornamental water features is prohibited unless the fountain uses a recycling system.

Non-compliance with Phase III water conservation regulations could result in citations with fines up to **\$500**.

DROUGHT RESPONSE PHASE III

The City of Porterville has adopted Phase III of its Drought Response Plan. As part of the Phase III plan, the City has restricted watering days to two days per week, based on address.

Mandatory Odd/Even Watering Schedule

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
DO NOT WATER	OK TO WATER	OK TO WATER	DO NOT WATER	DO NOT WATER	OK TO WATER	OK TO WATER
---	ODD	EVEN	---	---	ODD	EVEN

■ Odd Address
 ■ Even Address

ODD NUMBER ADDRESSES

If your address ends with an “odd” number, 1, 3, 5, 7, or 9, your watering days are Tuesday and Saturday *only*.

OR

EVEN NUMBER ADDRESSES

If your address ends with an “even” number, 0, 2, 4, 6, or 8, your watering days are Wednesday and Sunday *only*.

Violation Level	Citation Amount
First Violation	Warning Only
Second Violation	\$100 Fine
Third Violation	\$200 Fine
Fourth Violation	\$500 Fine

Mandatory Odd/Even Watering Schedule

Excessive water runoff prohibited

The washing of sidewalks and driveways is prohibited

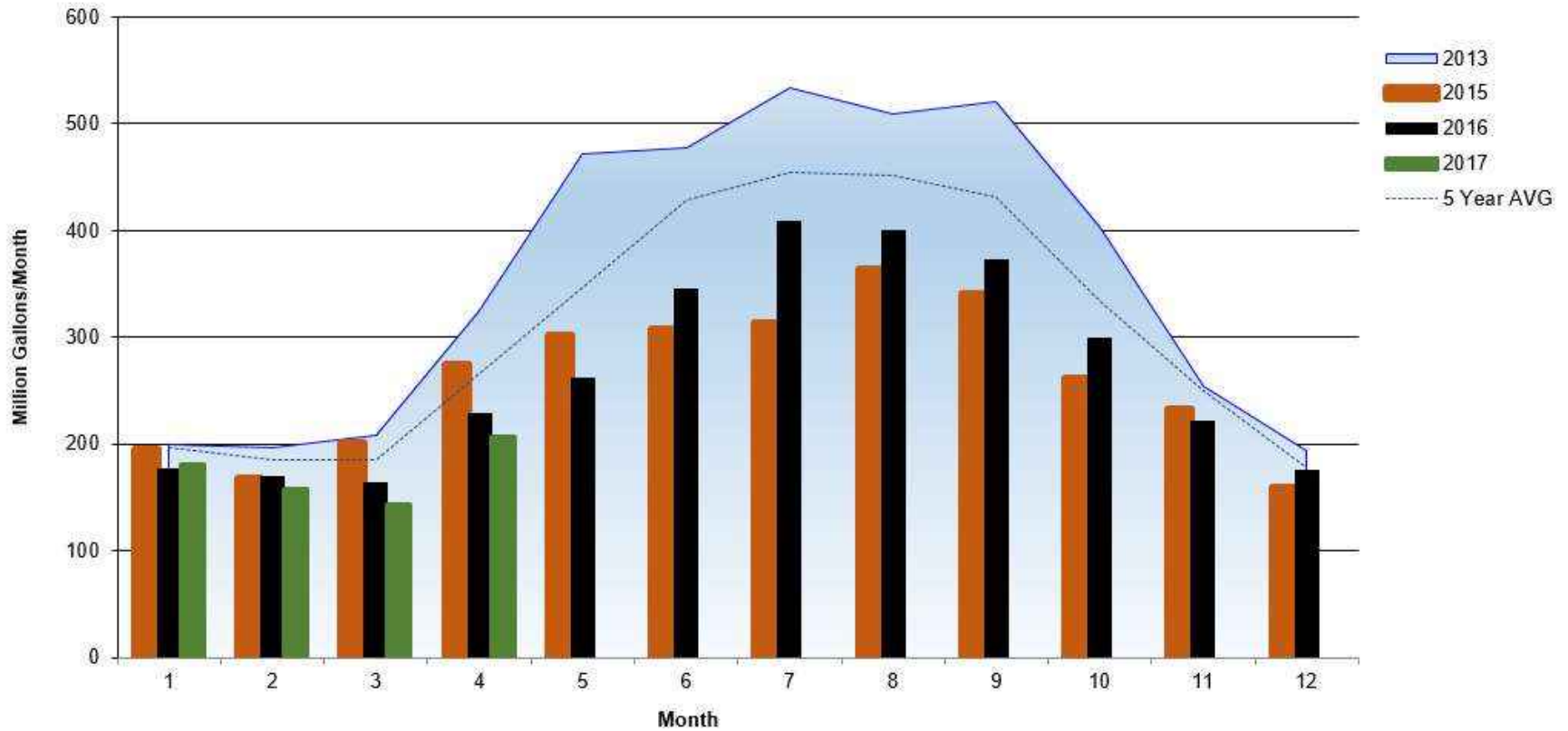
Vehicles shall only be washed on designated watering days and with hoses equipped with a shut-off nozzle

Ornamental water features are prohibited unless the fountain uses a recycling system

WATERING PROHIBITED BETWEEN THE HOURS OF 5:00 – 10:00 AM 5:00 – 10:00 PM

NO WATERING ON MONDAYS, THURSDAYS, AND FRIDAYS.

**Monthly Production Status & Cumulative Total June 15/16 Through
April17 Production Comparison to 2013 & 5 Year Average**



Cumulative Total 27%

2015	-2%	-15%	-4%	-16%	-36%	-36%	-41%	-28%	-35%	-35%	-8%	-18%
2016	-12%	-14%	-21%	-30%	-45%	-28%	-24%	-21%	-28%	-26%	-13%	-10%
2017	-9%	-20%	-31%	-36%								

Percent Comparison to 2013 Production



CITY COUNCIL AGENDA – MAY 16, 2017

SUBJECT: Status and Review of Declaration of Local Emergency

SOURCE: City Manager's Office

COMMENT: Governor Brown issued Executive Order B-29-15 on Wednesday, April 1, 2015, which established drought-related mandates and restrictions in addition to those already stipulated in previous Executive Orders B-26-14 and B-28-14. Of significance, the Governor directed the State Water Resources Control Board to impose restrictions to achieve a statewide 25% reduction in potable urban water usage through February 28, 2016, in comparison to the amount used in 2013, and with consideration given to per capita usage as a basis. The Governor further directed the Board to impose additional restrictions on commercial, industrial, and institutional properties with significant landscaping (cemeteries, golf courses, parks, schools, etc.), to also achieve a 25% reduction in potable water usage. Also of significance, the Board was directed to prohibit irrigation with potable water outside of newly constructed homes and buildings that is not delivered by drip or micro-spray systems.

On November 13, 2015, Governor Brown issued Executive Order B-36-15, which extends emergency conservation regulations through October 2016, if drought conditions persist through January. On February 2, 2016, the State Water Resources Control Board adopted extended emergency water conservation regulations, to be in effect March 1 through October 31, 2016. The City of Porterville benefited somewhat from the extended regulations as the City's water conservation rate has been reduced from 32% to 26%, due to new water connections that have been made and population served (4%), as well as a new climate adjustment factor that was considered (2%).

On May 9, 2016, Governor Brown issued Executive Order B-37-16 ("Making Water Conservation a California Way of Life"), which directs the State Water Resources Control Board to establish new regulations making permanent the emergency conservation regulations. On May 18, 2016, the State Water Resources Control Board adopted a statewide water conservation approach that replaces the percentage reduction-based water conservation standard with a localized "stress test" approach that mandates urban water suppliers act immediately to ensure at least a three-year supply of water to their customers under continued drought conditions.

On April 7, 2017, Governor Brown issued Executive Order B-40-17, which ended the drought state of emergency in most of California, with the exception of Fresno, Kings, Tulare and Tuolumne counties where emergency water supply

and reliability projects are continuing toward addressing diminishing groundwater supplies. The Order maintains monthly reporting requirements and prohibitions on wasteful practices. It is anticipated that the Governor will end the drought state of emergency in the four remaining counties effective July 1, 2017.

At its last meeting on May 2, 2017, the City Council took action in the continued affirmation of the adoption of a Resolution of Declaration of Local Emergency due to local residences within the city having been identified as having wells that are now dry as a result of the drought. 5 residences within the city have been determined to have dry wells, for which City staff submitted a Mutual Aid Request to Tulare County OES to initiate the household tank program for identified properties within the city where wells are dry and challenged for permanent connection. City, County and State representatives continue to discuss solutions toward addressing these challenged residences should the state of emergency be removed effective July 1st.

Representatives for the City, County, and State (CalOES, DDW, DWR, and SWB) have continued to meet in support of the long-term permanent water connection project for the entire East Porterville area and the estimated 1,800 expected future connections. DWR identified 423 residential units in the East Porterville area (381 of which are in the City's Urban Development Boundary), that were served by the County's Household Tank Program and desired by the State to be connected to the City's water distribution system as soon as possible. DWR has nearly completed a significant City waterline extension project to permanently connect those 423 residential units to the City's water system. To provide source water for the DWR extension project, CalOES desired to expeditiously connect the new well on Olive Avenue to the City's water system instead of being first equipped as a filling station. Given the new well has an estimated water production value of 800 gallons per minute, as well as a SWB assumed 1.5 gallons per minute per residence, the new well could effectively serve up to 500 single-family residential units. The City indicated its significant interest that the E. Vandalia Avenue area and its 80 residential units be included in the water connection project, to which the State was agreeable.

Given CalOES has paid for the development of the new well, and its connection to the City's water system, the City will be required under "Drought Redundancy and Resiliency Provisions" to make available to the State up to three million gallons of water per month without charge for emergency purposes.

To proceed with the connection of the new well to the City's water system and the 500 East Porterville and E. Vandalia Avenue residential units, the City Council approved modifications to the Draft Agreement between the City and County at its meeting on April 5, 2016, which the County Board of Supervisors subsequently approved at their meeting on May 10, 2016.

A Memorandum of Understanding between the State, County, and City on the East Porterville permanent water connection project was approved by the

Council during a Special Meeting on Tuesday, June 21, 2016, and approved by the Board of Supervisors on Tuesday, June 28, 2016. With the approval of the MOU, the State began the permanent connection of approximately 40 homes that are located along existing City water mains. Subsequently, the State officially requested that the City approve the connection of an additional 30 residences as part of the first immediate connections, for up to a total of 70, which the Council approved at its meeting on August 2, 2016.

In regards to the new well's development and connection to the City's water distribution system, the Board of Supervisors awarded the contract for equipping and connecting the new well at their meeting of Tuesday, August 16, 2016, and construction activities commenced the week of October 10, 2016. County staff had previously indicated that the well would be in service and connected to the City's system no later than December 2016, however, the well was operational and connected to the City's water distribution as of Friday, February 17, 2017. Given the delay in the well's completion and connection, DWR requested that the City Council consider allowing the connection of residences as they become prepared for connection, to which the Council was receptive, and a Draft MOU Amendment was approved by the Council at its meeting on December 6, 2016, and subsequently approved by the Board of Supervisors at its meeting on December 20, 2016.

As of Friday, March 31, 2017, the date the State established as the final day for property owners to complete the registration process to participate in the State-funded connection program opportunity, of the 1,017 eligible developed residential properties identified by the State for connection, 722 completed the required Extra-Territorial Services Agreement, leaving 295 developed residential properties non-responsive to this unique connection program, 23 of which were reported as having either dry or diminishing capacity wells.

County OES and the State Division of Drinking Water (DDW) have reported to the City that the Central Mutual Water Company, located south of the city and south of Gibbons Avenue, has had its well run dry and desires an immediate emergency connection to the City's water system to serve the 41 connections currently without water. DDW is wishing to support a financial application to upgrade the small water system to City standards (new water lines, meters, etc.), and to sponsor an Urban Development Boundary (UDB) Amendment application to Tulare County Local Agency Formation Commission (LAFCO), given this area is currently outside the City's UDB but within the City's Urban Area Boundary (UAB). Given several private wells have run dry in this area, DDW is also attempting to sponsor their connection to the City's water system. For source water capacity for the connections, DWR will include these new connections within the East Porterville water connection capacity development projects. At its Special meeting on August 30th, the City Council directed staff to proceed with the immediate emergency connection of the Central water system, with the permanent connection of the system contingent upon an Agreement with DDW to the sponsorship conditions they have offered.

State Division of Drinking Water (DDW) has also recently reported to the City

that the Del Oro East Plano water system, located on Paul Street (southeast of the intersection of Plano Street and Worth Avenue), is experiencing problems with its existing well and have implemented severe water restrictions. The East Plano water system serves 14 residences and approximately 45 people. DDW is wishing to provide financial support to upgrade the small water system to City standards (new water lines, meters ,etc.), and for source water capacity for the connections, DDW would need to either pay appropriate fees and/or develop a capacity development project. The Council is aware that the Del Oro Grandview Gardens water system (north of W. North Grand Avenue) is also experiencing significant issues, and DDW may seek their future consolidation with the City's water system as well.

RECOMMENDATION: That the City Council receive the report of status and review of the Declaration of Local Emergency and determine the need exists to continue said Declaration.

ATTACHMENTS:

1. Resolution 49-2015 - Declaration of Local Emergency
2. City-County Well Agreement
3. Memorandum of Understanding
4. Memorandum of Understanding Draft Amendment
5. Governor Brown Executive Order

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. 49-2015

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF PORTERVILLE DECLARING A DROUGHT EMERGENCY
WITHIN THE CITY OF PORTERVILLE

WHEREAS: in response to the ongoing severe drought, the State Water Resources Control Board approved an emergency regulation to ensure water agencies, their customers, and state residents increase water conservation in urban settings or face possible fines or other enforcement; and

WHEREAS: as we enter the fourth year of severe drought, long-term forecasts indicate no relief of the current drought conditions, and suggest a warmer-than-average summer, resulting in increased domestic demand for water; and

WHEREAS: public and private potable water supplies continue to be threatened due to decreasing supplies of groundwater caused by the precipitation deficit and an extended state of groundwater overdraft; and

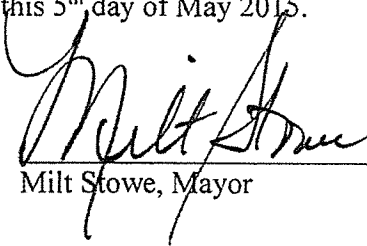
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

NOW, THEREFORE, BE IT RESOLVED: that the City Council of the City of Porterville does hereby proclaim that, due to drought conditions, a Local Emergency now exists in the city of Porterville and shall remain in effect for the duration of the emergency; and

BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance, to include a Presidential Declaration of Emergency and Individual Assistance and Public Assistance programs as applicable; and

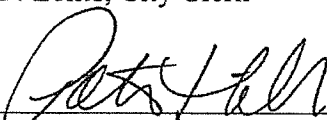
BE IT FURTHER RESOLVED: that a copy of this resolution be forwarded to the State Director of the Office of Emergency Services.

PASSED, APPROVED, AND ADOPTED this 5th day of May 2015.



Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk



By: Patrice Hildreth, Chief Deputy City Clerk

TULARE COUNTY – CITY OF PORTERVILLE WELL AGREEMENT

THIS AGREEMENT is entered into this day of, May 10, 2016, between the COUNTY OF TULARE, referred to as COUNTY, and the CITY OF PORTERVILLE, referred to as CITY, with reference to the following:

- A. WHEREAS, East Porterville/Doyle Colony area properties within the COUNTY's jurisdiction and within the CITY's Urban Development Boundary are experiencing serious water shortages due to the historical drought conditions. Attached hereto as Exhibit 'A' is a map defining the East Porterville/Doyle Colony and Vandalia areas; and
- B. WHEREAS, CITY and COUNTY have been and are collaborating to jointly develop a new municipal water well; and
- C. WHEREAS, COUNTY shall secure complete funding for a new well to be solely owned, operated and maintained by the CITY for the purpose of providing long-term capacity to enable permanent water connections to properties that comply with CITY'S Annexation and Extension of Municipal Services policy, with certain exceptions for specific properties in excess of the maximum lot size. These procedures are defined by two Resolutions, 74-2014 and 19-2016, which are attached hereto as Exhibit 'B'; and
- D. WHEREAS, the COUNTY owns a parcel at the southeast corner of the Tule River and Olive Avenue (APN 240-120-017), represented in Exhibit 'C', and has drilled a municipal supply well, and will equip said well utilizing CITY standards, after which the COUNTY shall convey the land to CITY at a cost of \$1; and
- E. WHEREAS, CITY operates an existing municipal water system, with limited infrastructure already established in the East Porterville/Doyle Colony and Vandalia areas, and has experience and qualifications necessary to provide such services; and
- F. WHEREAS, CITY and COUNTY mutually agree that a regional, collaborative solution to leverage and expand CITY'S municipal water system into the East Porterville/Doyle Colony and Vandalia areas is the most feasible means to address the area's water needs; and
- G. WHEREAS, CITY is willing to enter into this Agreement with COUNTY upon terms and conditions set forth herein; and
- H. WHEREAS, CITY and COUNTY mutually understand that due to the limited resources of the CITY's municipal water system, all future connections must comply with the CITY's Annexation and Extension of Municipal Services policies, with certain exceptions for specific properties in excess of the maximum lot size, attached hereto and made a part thereof as Exhibit 'B'.

ACCORDINGLY, IT IS AGREED:

- 1. **TERM:** This agreement shall become effective as of the date the agreement is fully executed by both agencies.
- 2. **SERVICES TO BE PERFORMED & PAYMENT FOR SERVICES – EQUIPPING MUNICIPAL WELL FACILITY:** Refer to attached Exhibit 'D'.

TULARE COUNTY AGREEMENT NO. 27596

3. **SERVICE TO BE PERFORMED IN PERPETUITY:** The services described below shall be performed in perpetuity upon completion of all tasks enumerated in Exhibit 'D' and upon COUNTY securing the funds for equipping the well to CITY standards and requirements:
- A. CITY shall provide to STATE and/or COUNTY, upon STATE and COUNTY's request, a maximum of three million (3,000,000) gallons of water per month upon integration of the well provided under this Agreement, for the purposes of meeting emergency water needs in COUNTY's jurisdiction. CITY shall not charge COUNTY or STATE for said water.
 - B. CITY shall utilize water produced by the well provided under this Agreement as source capacity for new service connections and agreements in East Porterville/Doyle Colony and Vandalia areas. CITY agrees to provide source water for up to four hundred twenty-three (423) new connections in the East Porterville/Doyle Colony area subject to the CITY'S Annexation and Extension of Municipal Services policies, with certain exceptions for specific properties in excess of the maximum lot size, and up to 80 new connections in the Vandalia area. The 423 new connections noted above are inclusive of those properties immediately adjacent to an existing water main, estimated at 40 parcels, which can be connected to the City's water system immediately upon execution of this agreement and the Memorandum(a) of Understanding between CITY, COUNTY, and STATE. Upon connection to CITY services, the listed properties will be exempt from payment of CITY water impact fees, but will be subject to standard fees, such as, but not limited to, water service and meter installation, unless otherwise financed by STATE or other funding sources, and associated monthly fees. This section shall not be construed to limit additional connections beyond the above referenced 503 properties provided for herein, where CITY provides consumption documentation that determines additional source capacity is available as a result of the connection of this well to CITY's system.
 - C. CITY expressly agrees to own, operate, maintain, repair and otherwise care for the well provided under this Agreement, in order to maintain it in proper working order and to the highest standard, for the duration of the well's useful life.
 - D. COUNTY shall grant the parcel on which the well is located to the CITY by Grant Deed at a cost of \$1 upon formal acceptance of the project. A 50-foot control zone around the well site is a requirement of the State Water Resources Control Board, Drinking Water Program, therefore establishing the minimum parcel size to be conveyed to the CITY. Existing COUNTY infrastructure may encroach through or conflict with the subject parcel and if so, ownership, maintenance, repair and replacement of these facilities shall transition to the City's responsibility by separate maintenance agreement upon acceptance of the project.
 - E. CITY shall not be entitled to compensation by COUNTY, or any State or Federal agency providing funding for the activities enumerated in Exhibit 'D', for any ongoing costs related to owning, operating, maintaining, repairing, or replacing this well. CITY and COUNTY expressly agree that CITY's ongoing compensation for such ongoing costs shall be the use of the well for CITY's use within its water system, unrestricted except as noted in "A"

above. No part of this paragraph shall be construed to limit or restrict in any way CITY's ability to seek any grant funding or collect rates and fees from users of CITY's water system.

- F. All recipients of water are subject to CITY water policies, such as, but not limited to, water conservation and watering schedules. Connections made as noted in "B" above may be subject to further water conservation thresholds as required by the STATE.

4. This Agreement represents the entire agreement between CITY and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

5. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY: County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare
Administrative Building
2800 W. Burrel Avenue
Visalia, CA 93291

(Fax No.: (559) 733-6318 / Phone No. (559) 636-5005)

CITY: City Manager
291 N. Main St.
Porterville, CA 93257

(Fax No.: (559) 715-4013/ Phone No. (559) 782-7466)

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first class mail shall be deemed received on the fourth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

6. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.
7. Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
8. This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. This Agreement is entered into and shall be performed in Tulare County, California. CITY waives the removal provisions of California Code of Civil Procedure Section 394.
9. The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party or either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.
10. The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

11. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court of other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.
12. Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to affect the purposes of this Agreement.
13. CITY expressly agrees that it will not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.
14. Insurance
15. Permit
16. Dispute Resolution: If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.
17. Indemnification: CITY shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by CITY or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against COUNTY alleging civil rights violations by CITY under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for CITY's failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

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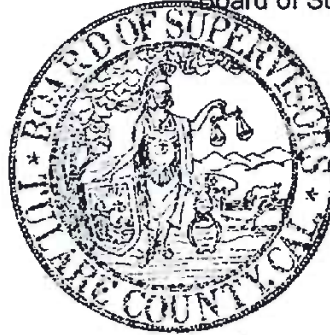
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

BY Mike Ennis
Mike Ennis Chairman,
Board of Supervisors



ATTEST: Michael C. Spata,
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By Danusi A. Ybana
Deputy Clerk

Approved as to Form
County Counsel

By M. G. Geller for LMT
Deputy 20151902

CITY OF PORTERVILLE

BY Milt Stowe
Milt Stowe, Mayor

ATTEST:
City Clerk of the City of Porterville

BY J. N. Lolis
John Lolis, City Manager

Approved as to Form

BY [Signature]
City Attorney

EXHIBIT 'A'

EXHIBIT 'B'

RESOLUTION NO. 74 -2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE DEFINING OBJECTIVES AND POLICIES FOR ANNEXATIONS AND MUNICIPAL SERVICES

WHEREAS: The City of Porterville established a policy concerning annexation and provision of municipal services in 1986, noting that “the City, in order to grow for reasons of economies of scale and quality of services must expand its boundaries within reason, generally encourages the owners of properties contiguous to the city of Porterville to annex to said City of Porterville”; and

WHEREAS: Since 1990, the population of the city of Porterville has increased 53% according to the California Department of Finance, and the land area of the city proper has increased by 38% according to City annexation records; and

WHEREAS: The City of Porterville accepts its responsibility to provide municipal services to those residents, businesses, and other land uses within the limits of the city. The City of Porterville has taken the position that the costs of all physical improvements within the city have been paid by property owners, and other taxes derived in the city, and, therefore, these same people should not be required to bear the expense of additional physical improvements needed to serve newly annexed areas.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby define the following objectives related to annexations and municipal services:

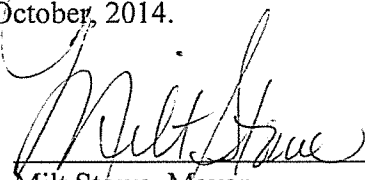
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city, and where appropriate, to provide those services beyond the limits of the city within the Urban Development Boundary, and only in extreme cases to those properties beyond the Urban Development Boundary within the Urban Area Boundary.
3. To provide for land development and growth in a manner consistent with the General Plan, particularly as it relates to land use and circulation.
4. To consider an application upon its own merits, and identify what benefits would accrue to the City as an agency and service provider, to the residents of the city of Porterville, and to the applicant.
5. To identify the problems involved in any proposal considered for annexation or request for extra-territorial services and resolve them in the manner most beneficial to the properties within the city of Porterville.
6. To develop factual information to permit informed discussion between City representatives and property owners/residents of unincorporated territories.

BE IT FURTHER RESOLVED, that the City Council of the City of Porterville does hereby establish the following policies for consideration of annexations and municipal services:

1. It shall be the policy of the City of Porterville to consider annexation proposals only within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County Local Area Formation Commission (LAFCo).

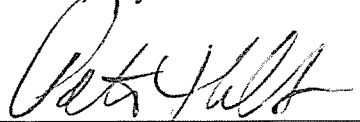
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville, only where necessary in order to respond to an existing or impending threat to public health or safety of affected residents, to consider extra-territorial service requests within the Urban Area Boundary, as adopted by City Council and identified on the City of Porterville Zoning Map.
4. It shall be the policy of the City of Porterville to consider annexation proposals and extra-territorial service requests in a manner consistent with the policies and regulations adopted by the Tulare County LAFCo and the State of California, as applicable.
5. It shall be the policy of the City of Porterville to discourage single-family one (1) lot annexation proposals that may have an adverse fiscal impact on the City of Porterville.
6. It shall be the policy of the City Council that territory shall not be annexed to the city of Porterville, which as a result of such annexation, unincorporated territory is completely surrounded, or substantially surrounded by the city of Porterville.
7. It shall be the policy of the City of Porterville that annexation proposals shall be in conformance with the Cortese-Knox-Hertzberg Act of 2000, as amended.
8. It shall be the policy of the City Council to consider each petition/consent for annexation upon its relationship to what economic benefits will accrue to the City of Porterville, and to the area residents/property owners.
9. It shall be the policy of the City Council that the costs of all physical improvements will be borne by the property owners/resident or developer.
10. It shall be the policy of the City of Porterville to maintain the viability of agricultural productivity; i.e. protecting and conserving as much agricultural land as possible in the area surrounding the Porterville community.
11. It shall be the policy of the City of Porterville that the applicant for annexation present proposals to the Project Review Committee and explain the particulars of the area under consideration for possible annexation, including a plan for services.
12. It shall be the policy of the City of Porterville to consider any requests for annexation or extra-territorial services in a manner consistent with the procedures adopted by resolution of the City Council.

PASSED, APPROVED AND ADOPTED this 21st day of October, 2014.


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at regular meeting of the Porterville City Council duly called and held on the 21st day of October, 2014.

THAT said resolution was duly passed, approved, and adopted by the following vote:

Council:	REYES	WARD	STOWE	HAMILTON	GURROLA
AYES:	X		X	X	X
NOES:		X			
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION 19-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ESTABLISHING PROCEDURES FOR ANNEXATIONS AND EXTENSION OF
MUNICIPAL SERVICES

WHEREAS: On October 21, 2014, the City Council of the City of Porterville adopted two resolutions that defined objectives and policies, and established procedures for annexations and municipal services, respectively; and

WHEREAS: The on-going, severe drought of the past few years has created a situation where hundreds of parcels in the East Porterville area are experiencing dry wells, or wells of substandard water quality. State and regional agencies have come together with the City to identify and develop a long-term solution to this crisis, which will involve a significant infrastructure project to allow extension of municipal water services to the area. Not all parcels within the subject area meet the mandatory findings for extra-territorial service agreements as identified in the City's current procedures.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby amend existing procedures to submit application for municipal services, and to have said application(s) processed as outlined in Exhibit "A", attached. The exemption identified for the East Porterville Feasibility Study Project Area will apply to the area represented in Exhibit "B".

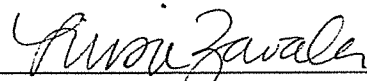
PASSED, APPROVED AND ADOPTED this 19th day of April, 2016.



Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

BY 

Luisa Zavala, Deputy City Clerk

All properties requesting annexation or extraterritorial services are subject to the procedures established below unless otherwise stated. Compliance with City of Porterville procedures does not guarantee approval by LAFCo of annexations or extra-territorial service agreements. Upon request for an annexation or extraterritorial services request, staff will evaluate whether the applicant's property is within the City's Urban Development Boundary or Urban Area Boundary and explain the process.

ANNEXATION APPLICATION PROCEDURE

1. A complete annexation application packet includes: fees, an Irrevocable Agreement to Annex, information as needed to define a deed restriction specific to land use and zoning, Application for Annexation, and other materials as required with those applications respectively.
2. On receipt of an application as outlined above, all materials will be considered by the Project Review Committee, who will coordinate in a pre-consultation process with LAFCO staff and the County Public Works Department for review and recommendation.
3. During review by the Project Review Committee of the necessary application and data, staff will prepare a report and findings on all aspects of the proposed action(s).
4. An environmental document will be prepared pursuant to the California Environmental Quality Act (CEQA), reviewing the potential environmental effect of the proposed activities. The Zoning Administrator will make an initial determination of the level of environmental review required.
5. After proper noticing, a public hearing will be held for the City Council to hear comments related to the project at a regularly scheduled meeting. The Council will authorize staff to initiate the application with LAFCo. Documents will be filed in accordance with the Cortese-Knox-Hertzberg Act of 2000, as amended, and submitted to the Local Agency Formation Commission for its review, recommendation and action.
6. On consummation by the City Council, the City Clerk shall submit the necessary materials to the State Board of Equalization with the appropriate acreage fees, which are paid by the Applicant.
7. In the event the annexation fails, either by dissenting votes of the City Council or at hearing at LAFCo, the City Council may approve an extraterritorial service agreement within the Urban Development Boundary, subject to conditions identified in the deed restriction.

ANNEXATION EXEMPTION PROCEDURE

Where a certain property meets all of the following criteria, they may proceed with an Extraterritorial Service Agreement for water or storm-water drainage without first attempting annexation, subject to the conditions of Extraterritorial Service Agreements as defined below.

1. Previously developed single family residences on parcels 24,999 square feet or smaller, OR a school developed by a State funded school district.
2. The parcel requesting services must be immediately adjacent to a municipal main providing the requested service, or the property owner shall provide for the extension of the main line to City standards at their expense.

EXTRATERRITORIAL SERVICES APPLICATION PROCEDURE

Extraterritorial Service connections may be made subject to the following conditions. Note specific parameters and the required findings for connections in the Urban Development Boundary and the Urban Area Boundary.

1. Application: A complete extraterritorial services application packet includes: fees, an Irrevocable Agreement to Annex, information as needed to define a deed restriction specific to land use and zoning, and other materials as required with those applications respectively.
2. General Plan Consistency:
 - a. Proposed Uses and Improvements: Service connections are to be withheld from proposed uses and improvements that would not be consistent with the adopted Land Use Element of the Porterville Area General Plan and the City of Porterville General Plan.
 - b. Existing Uses and Improvements: Service connections to existing uses and improvements which are not consistent with the adopted Land Use Element of the Porterville Area General Plan and the City of Porterville General Plan shall be considered at the discretion of the City Council, and may be subject to other restrictions.
3. Agreements and covenants:
 - a. A deed restriction specific to land use and zoning must be approved by the property owner and the City Council, and recorded with the County of Tulare upon the property, at the applicant's cost.
 - b. An irrevocable agreement to annex must be signed by the property owner and recorded with the County of Tulare upon the property, at the applicant's cost.
4. Time limitations: The City Manager or his designee, or the City Council may condition the approval of applications for service connections by establishing a time frame within which connections must be made to avoid re-application.
5. Improvement Plans: Applications for service connections, which necessitate the extension of one or more municipal facilities to property in order to make such connections, shall be conditioned by the City Manager or his designee, or the City Council to require that Construction Drawings of the intended public improvements be submitted to the City Engineer for plan check and approval. Costs incurred for the preparation of improvement plans, and certain off-site construction and/or installation costs related to extending facilities, shall be the responsibility of the applicant.
6. Fees: Prior to the issuance of a Connection Permit, payment must be made to the City of Porterville of all fees pertinent to the respective service connection, or connections, approved by the City Manager or his designee, or the City Council.

Within the Urban Development Boundary:

For connection of water or storm-water facilities, the requesting party must fully fund the extension of infrastructure if it does not already exist in order to connect. The City of Porterville Wastewater Facility is a regional facility and as such, an extraterritorial service request cannot be denied; however, the requesting party must fund a fair share of the extension of infrastructure if it does not already exist in order to connect. Contract services for police, fire, or building inspection services shall be approved by resolution of the City Council.

For connection of water or storm-water facilities, the following findings must be made in order for the Council approve an extraterritorial service connection:

- That the subject property is a previously developed single family residence on a parcel 24,999 square feet or smaller, OR a school developed by a State funded school district.
- That failure to connect to municipal services would result in a threat to public health or safety of affected residents.
- That connection of the subject property would not result in a negative impact to the City of Porterville water and/or storm-water system.
- That the subject property is not within an island as defined by Tulare LAFCo.
- That an attempt to annex the subject site is not realistic given current city limit boundaries. Specifically, the parcel is too far removed from the city limit, and/or the number and valuation of adjacent parcels would result in a failed annexation effort.

Within the Urban Area Boundary:

For connection of water or storm-water facilities, the requesting party must fully fund the extension of infrastructure if it does not already exist in order to connect. The City of Porterville Wastewater Facility is a regional facility and as such, an extraterritorial service request cannot be denied; however, the requesting party must fund a fair share of the extension of infrastructure if it does not already exist in order to connect. Contract services for police, fire, or building inspection services shall be approved by resolution of the City Council.

For connection of water or storm-water facilities, the following findings must be made in order for the Council approve an extraterritorial service connection:

- That the subject property is a previously developed single family residence on a parcel 24,999 square feet or smaller, OR a school developed by a State funded school district.
- That failure to connect to municipal services would result in a threat to public health or safety of affected residents.
- That connection of the subject property would not result in a negative impact to the City of Porterville water and/or storm-water system.

EXEMPTIONS AND EXCEPTIONS

1. PVPUD: Connections to Porterville Regional Sewage Treatment Facilities serving uses and improvements to property within the boundaries and jurisdiction of the Porter Vista Public Utility District (PVPUD) are exempted from application to the City of Porterville. Interested parties should contact the PVPUD for information on connection requirements and fees pertaining

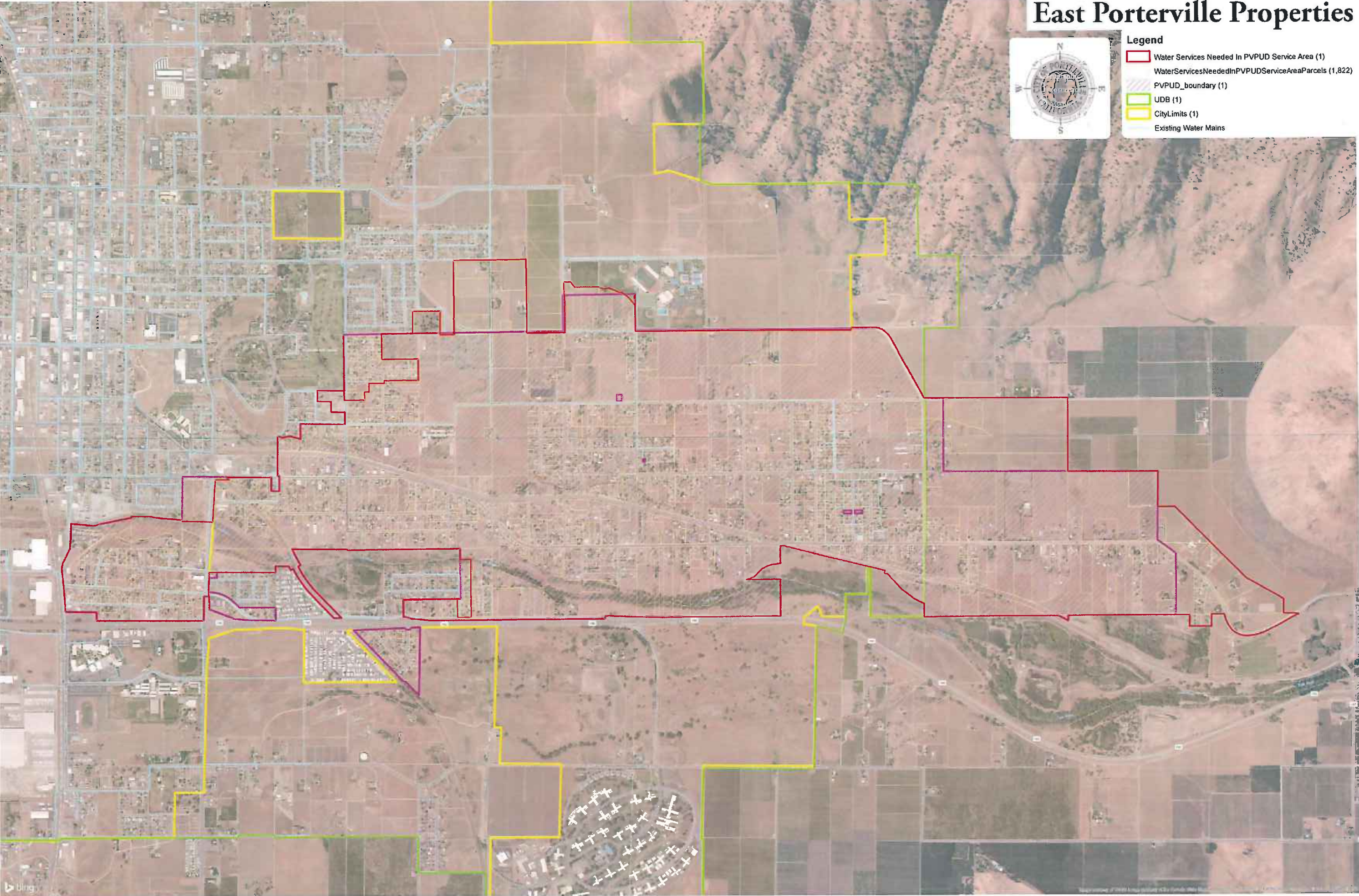
to sewer services. This exemption does not apply to requests for connection to Municipal Water and/or Master Storm Drain Facilities.

2. PRIOR APPROVALS: Porterville City Council approval of requests for connection to Regional Sewage Treatment, Municipal Water and/or Master Storm Drain Facilities as authorized prior to the adoption and effective date of the respective policies set forth herein shall remain valid and in force according to the terms and conditions initially specified at the time of approval, and re-application will not be required.

3. PROPERTIES WITHIN THE EAST PORTERVILLE FEASIBILITY STUDY PROJECT AREA: The California State Water Resources Control Board, in coordination with the Department of Water Resources Drought Task Force, is charged with preparing a feasibility study to define a long-term solution to the water related issues in East Porterville. Properties within that boundary would be permitted to apply for connection, whether in association with DWR, SWRCB, or at a later date, on their own. Such connections would be subject to the mandatory findings as outlined in this procedure, with the following exceptions:

- Rather than require that the subject property be a developed single-family residence on a parcel 24,999 square feet or smaller, neither the land use nor the parcel size would be restricted neither the land use nor the parcel size would be restricted for legal and legal non-conforming structures and land uses existing as of April 29, 2016.
- Further, properties within certain islands in the EPFS Project Area would not be required to annex prior to connection. This exception does not limit the City of Porterville's authority to pursue annexation in the future, but rather waives the requirement that annexation must be approved prior to connection.

East Porterville Properties



STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at regular meeting of the Porterville City Council duly called and held on the 19th day of April, 2016.

THAT said resolution was duly passed, approved, and adopted by the following vote:

Council:	REYES	WARD	STOWE	HAMILTON	GURROLA
AYES:	X	X	X	X	
NOES:					
ABSTAIN:					
ABSENT:					X

JOHN D. LOLLIS, City Clerk

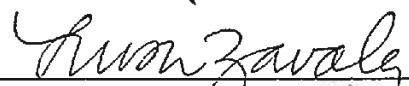

By: Luisa Zavala, Deputy City Clerk

EXHIBIT 'C'



EXHIBIT 'D'

Scope of Work

Task	Description	Cost
1.2	Prepare Well Drilling Plans, Specifications, and Estimates	\$468.00
3.2	Prepare Well Equipping Plans, Specifications, and Estimates	\$1,526.00
5	Ph. 1 Preconstruction Meeting	\$1,357.43
Total:		\$3,351.43

Consulting Engineering work will be reimbursed directly to Dee Jaspar & Associates under Tulare County Agreement No. 1276, including the following

Tasks:

Task 4.1	Project Evaluations and Field Surveying	\$58,326.00
Task 4.2	Prepare Well Equipping Plans, Specifications, and Estimates	\$30,000.00
Task 4.3	Prepare and Assist with SCE Application & Telephone Service	\$5,000.00
Task 4.4	SCE Costs	\$15,000.00
Total:		\$108,326.00

Discussion Draft

Subject to Additional Review and Modification by the Parties

Porterville MOU
Draft 2
June 15, 2016
PortervilleEmergencyMOU061516



Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville

by the California Department of Water Resources (DWR), California Office of Emergency

Service (OES), the State Water Resources Control Board (SWRCB),

the County of Tulare (County), and City of Porterville (Porterville),

which are collectively known as the “Parties”

Recitals

Whereas, some residents living in an unincorporated area of Tulare County, commonly known as “East Porterville,” have experienced loss of adequate water supply to their homes and properties as a result of severe drought conditions, which has caused significant hardship for the residents;

Whereas, Governor Edmund G. Brown Junior has directed all State agencies to assist these residents who are in need of water supplies with emergency and long-term assistance;

Whereas, Governor Edmund G. Brown Junior signed Assembly Bill 685 in 2012, adding Water Code section 106.3, which recognizes that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes, and which requires all relevant state agencies to consider this right when revising, adopting, or establishing pertinent policies, regulations, and grant criteria;

Whereas, the Parties have provided emergency water supplies to some residents of East Porterville that are without an adequate household water supply;

Whereas, the Parties to this MOU seek an emergency and long-term solution to the lack of adequate household water supply by developing and providing continuous water supplies to these residents;

Whereas, East Porterville is located east and adjacent to Porterville, which has an existing municipal water system that serves residents within the incorporated area of Porterville;

Whereas, some of the residents of East Porterville without an adequate household water supply could be connected to Porterville's municipal water system provided certain arrangements and projects are carried out by the Parties;

Whereas, Vandalia is a neighborhood located within Porterville, and some Vandalia residents lack adequate household water supply and these households could be connected to Porterville's municipal water system;

Whereas, the Parties have met and have discussed alternative plans and projects that would provide an emergency water supply from Porterville to some residents of East Porterville and Vandalia in an expeditious manner;

Whereas, to advance these projects, DWR has provided funding, as reflected in the agreement between DWR and Tulare attached as Exhibit 1, for a municipal well designated as "Well C1" located in Tulare County that ultimately could be used to supply water to these residents of East Porterville;

Whereas, the SWRCB has also provided funding for Well C1, as reflected in the agreement between the SWRCB and the County attached as Exhibit 2;

Whereas, the County and Porterville intend to execute an agreement, a draft of which is attached as Exhibit 3, that will connect Well C1 to Porterville's municipal water system and that will provide for an adequate household water supply for some residents of East Porterville; and

Whereas, the Parties have reached an understanding on how best to implement the project alternative that will provide an adequate household water supply to some residents of East Porterville and Vandalia, and alleviate the hardships in an expeditious, cost-effective manner.

Understanding

A. Description of Emergency Project and Long-Term Plan

1. The purpose of this MOU is to set forth in writing the intentions of the Parties of how best to move forward with plans to complete an emergency water supply project (Project) to some residents in the East Porterville and Vandalia areas, which are represented in Exhibit 4. (Map showing East Porterville and Porterville). The goal of the Project is to provide an adequate household water supply to some of the residents and properties in these areas that do not have one presently, and to end the need of the Parties to provide temporary water supplies to those residents through tanks and bottles.

2. The Parties intend to develop the Project in two phases. Phase 1 will make municipal water connections to the properties in East Porterville that have dry wells and are adjacent to Porterville's existing municipal water distribution system. It is estimated that this phase will serve 40 properties with dry wells that are currently receiving temporary household water supplies.

3. The Parties intend that Phase 2 of the Project will provide municipal water supply to approximately 500 properties in East Porterville and in Vandalia that have dry wells or otherwise lack an adequate source of water and have not been connected by Phase 1. In order to complete Phase 2, the residents of these properties will likewise need to connect to Porterville's municipal water system.

4. As soon as possible, Porterville and DWR will undertake Phase 1 of the Project and connect the properties in East Porterville that are adjacent to Porterville's existing municipal water distribution system. These connections will be accomplished as described in Water Installation Diagram attached as Exhibit 5 and based on the cost estimate, which is attached as Exhibit 6. In order to make these connections, a property owner desiring to receive public water supply will need to execute the Extraterritorial Service Agreement, a sample of which is attached as Exhibit 7, and the SWRCB's Water Connection Agreement, a sample of which is attached as Exhibit 8. Necessary signatures and agreements with property owners will be sought through SWRCB's outreach carried out with the assistance of all Parties to this MOU.

5. The Parties intend that Well C1 will be used to provide the emergency water supply in Phase 2 to about 500 properties without adequate household water supplies. The Parties presently understand that there are about 423 properties in East Porterville and approximately 80 properties in Vandalia where connections may be needed to provide emergency water supplies.

6. The Parties have created a Technical Workgroup consisting of engineers and planners, which work cooperatively on the technical issues described in this MOU. Based on recommendations of the Technical Workgroup, the Parties intend to provide the emergency water supply contemplated by this MOU.

7. The Parties intend to develop a Long-Term Water System Plan (Long-Term Plan) for the East Porterville area, which will serve other residents in the area besides those served by the Project. The Parties intend that the Project will be designed consistent with the Long-Term Plan to ensure that all water facilities constructed as part of the Project will be incorporated into the facilities ultimately developed through the Long-Term Plan. The first work product produced by the Technical Workgroup will be a Feasibility Study for the Long-Term Plan. The outline of the Feasibility Study is attached as Exhibit 9.

8. The Parties intend to use best efforts to complete both phases of the Project by December 31, 2016. The completion date of the Long-Term Plan is dependent on the completion of the Feasibility Study carried out by Technical Workgroup and on Porterville and/or the County applying for and securing sufficient funding from the SWRCB or from other sources. The Parties desire to complete the Long-Term Plan as expeditiously as possible.

B. Project Contributions of the Parties

9. Working in cooperation with the other Parties and the Technical Workgroup, DWR will prepare all environmental compliance for the Project, and design and construct the Project, both Phases 1 and 2. DWR will provide funding for Phases 1 and 2 of the Project through Emergency Drought Funding. DWR intends to serve as California Environmental Quality Act (CEQA) lead agency for the Long-Term Plan and will prepare any necessary CEQA documentation and any other necessary environmental review documents, unless the Feasibility Study recommends another lead agency.

10. SWRCB will provide the community outreach to assist in obtaining necessary property owner acceptance before proceeding with Project. SWRCB will also work with Porterville and/or County to secure funding of the Long-Term Plan. SWRCB will provide certain reviews and approvals for the permitting of the Project and the Long-Term Plan.

11. OES will coordinate all of the State's efforts under the Governor's Drought Task Force in the Project area and will be provided at no cost by Porterville up to 3,000,000 gallons of emergency water per month as needed as a result of this MOU and the agreement that Porterville and the County are in the process of considering for execution, a draft of which is attached as Exhibit 3, with regard to the Well C1.

12. Porterville will provide the needed water service to the residents of East Porterville without an adequate household water supply after they are connected to Porterville's municipal water system as described in the Project. The water service will be accomplished per the Extraterritorial Service Agreement, which requires that property owners served pay the monthly water bill. DWR is funding the residents' connection to the Project, and as a result, some of the normal connection fees will be waived provided that connection is made during Phase 1 or Phase 2. Porterville will install the water meters for each connection, which will be paid for by DWR.

13. The County intends to execute an agreement with Porterville that is consistent with this MOU and Exhibit 3, which will allow Well C1 to serve as a water supply for the Project. The County will inspect the work of the Project and the property connections at no cost to the residents.

14. The Parties to the MOU will cause the removal of all temporary water tanks from the properties upon completion of the Project and the appurtenances necessary for the receipt of municipal water service. The work for removing the water tanks will be carried out by the County under an agreement between the County and OES.

C. General Provisions

15. The Parties intend to use their best efforts to carry out this MOU. This MOU is not a binding agreement, and is not intended to create contractual rights and remedies among the Parties. However, the Parties have entered into and intend to enter into certain binding agreements in the future necessary to develop and complete the Project and the Long-Term Plan.

16. This MOU will become effective upon the signature of the all Parties. The MOU will terminate on December 31, 2016, unless extended by all of the Parties in writing.

[Signatures on following page]

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

County of Tulare

City of Porterville

List of Exhibits

1. DWR and Tulare County Executed Well C1 Agreement
2. SWRCB and County Executed Well C1 Agreement (Water Board Grant #D-15-11-902)
3. County and Porterville Draft Well Agreement
4. Map of East Porterville
5. Household Water Service Installation Diagram
6. Household Water Service Cost Estimate
7. Sample Extraterritorial Service Agreement
8. Sample SWRCB Water Connection Agreement
9. Draft Emergency Project Feasibility Study



Amendment No. 1

To the East Porterville Water Supply Project

Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville
by the California Department of Water Resources (DWR), California Office of
Emergency Service (OES), the State Water Resources Control Board (SWRCB),
the County of Tulare (County), and City of Porterville (Porterville),
which are collectively known as the "Parties"

This Amendment No.1 to the MOU is made this 7th day of November, 2016. As described below, this Amendment No.1 recognizes the MOU is still in effect, modifies certain sections of this MOU, and adds new sections to the MOU.

Recitals

Whereas, some residents living in an unincorporated area of Tulare County, commonly known as "East Porterville," have experienced loss of adequate water supply to their homes and properties as a result of severe drought conditions, which has caused significant hardship for the residents;

Whereas, Governor Edmund G. Brown Junior has directed all State agencies to assist these residents who are in need of water supplies with emergency and long-term assistance;

Whereas, the Parties to this MOU seek an emergency and long-term solution to the lack of adequate household water supply by developing and providing continuous water supplies to these residents;

Whereas, to advance these projects, DWR and the SWRCB have provided funding, as reflected in Exhibits 1 and 2, for a municipal well designated as "Well C1" located in Tulare County that ultimately could be used to supply water to these residents of East Porterville;

Whereas, the Parties have reached an understanding on how best to implement the project alternative that will provide an adequate household water supply to some residents of East Porterville and Vandalia, and alleviate the hardships in an expeditious, cost-effective manner:

Whereas, the purpose of this amendment is to clarify some sections of the MOU and to add several new sections.

NOW THEREFORE, IT IS MUTUALLY AGREED that the following changes are hereby made to the MOU:

1. Section A (2) is amended to read as follows:

The Parties intend to develop the Project in two phases. Phase 1 will make municipal water connections to the properties in East Porterville and Vandalia that have dry wells and/or water tanks. It is estimated that this phase will serve approximately 300 properties.

2. Section A (3) is amended to read as follows:

The Parties intend that Phase 2 of the Project will provide municipal water supply to approximately 800 properties in East Porterville by connecting them to the City of Porterville's water system. The total number of homes eligible for this Project is approximately 1,100.

3. Section A (5) is amended to read as follows:

The Parties intend that Well C1 will be used to provide the initial water supply. The Parties acknowledge the delay in Well C1 completion. To mitigate the effects of this on the residents of East Porterville, the City of Porterville will allow connections of homes as they become prepared for connection. These early connections will be beyond the initial 70 connections (previously 40 connections) agreed to, given the availability of capacity during the winter months. However, these additional connections to the City's water system will cease on March 1, 2017, if Well C1's connection to the City's water system is not completed by then.

4. Sections A (7) b-f shall be added and made part of this MOU:

7 (a). The Parties intend to develop a Long-Term Water System Plan (Long-Term Plan) for the East Porterville area, which will serve other residents in the area besides those served by the Project. The Parties intend that the Project will be designed consistent with the Long-Term Plan to ensure that all water facilities constructed as part of the Project will be incorporated into the facilities ultimately developed through the Long-Term Plan. The first work product produced by the Technical Workgroup will be a Feasibility Study for the Long-Term Plan. The outline of the Feasibility Study is attached as Exhibit 9.

(b). The East Porterville Water Supply Project Hydraulic Analysis Report ("Hydraulic Analysis Report," which is attached as Exhibit 10) determined that the water supply capacity required to serve all eligible residents of East Porterville is 1,435 gallons per minute (gpm). This capacity shall be based on the sustainable yield of the wells which is defined as 75 percent of the initial design capacity. Since Well C1 has a sustainable yield of 600 gpm, the Parties agree that the State will fund the construction and equipping of additional wells to provide the 835 gpm shortfall.

(c). Based on the Hydraulic Analysis, a 700,000 gallon water storage tank is required to serve the residents of East Porterville. However, based on Porterville's master plan recommendations, a 1.2 million-gallon storage tank is required for the City's buildout. The Parties therefore intend to construct a 1.2 million-gallon storage tank with cost sharing between the State and the City. The State will fund the cost of a 700,000 gallon tank required for the Project and the City of Porterville will fund the cost of the additional 500,000 gallons of storage required for the City's future use as contained in its master plan. The cost-sharing shall be proportional to the tank capacity being funded.

(d). The Parties intend to upgrade the existing Henderson-Plano Booster Pump Station and the Granite Hills Intertie which would facilitate water supply to the East Pressure Zone which serves East Porterville. The State will fund the construction of one booster pump rated at 2,100

gpm along with a variable frequency drive and the Granite Hills Intertie. The City will fund the replacement of its two existing pumps along with associated variable frequency drives as part of Phase 2 of the Project. These two pumps are more than 30-years old and their replacement will enable the City's water system to operate more efficiently and in a cost-saving manner.

(e). The Parties further agree that a booster pump station of capacity 1,670 gpm is required to convey water from the West Pressure Zone, where the new wells will be located, to the Central Pressure Zone for onward conveyance to East Porterville. The State will fund the construction of this booster pump station.

(f). Given that Well C1 has an estimated sustainable yield of 600 gpm, as well as a unit demand of 0.833 gpm per home connection based on the Hydraulic Analysis , Well C1 could effectively serve up to 720 households . The Parties agree that home connections for Phase 2 of the Project can begin as soon as Well C1 is connected to the City's water system, and the Henderson-Plano Booster Pump Station upgrade and the Granite Hills Intertie are completed. These home connections shall cease when the capacity of Well C1 is exceeded. Thereafter, additional home connections will be made after the construction of additional wells or if City staff determines that the water system can support additional home connections.

5. Section (C) 16 is amended to read as follows:

16. This MOU will become effective upon the signature of the all Parties. The MOU will terminate on June 30, 2018, unless extended by all Parties in writing.

6. The list of the Exhibits at the end of MOU is amended to read as follows:

1. DWR and Tulare County Executed Well C1 Agreement
2. SWRCB and County Executed Well C1 Agreement (Water Board Grant #D-15-11-902)
3. County and Porterville Draft Well Agreement
4. Map of East Porterville
5. Household Water Service Installation Diagram
6. Household Water Service Cost Estimate
7. Sample Extraterritorial Service Agreement
8. Sample SWRCB Water Connection Agreement
9. Draft Feasibility Study for the Long-Term Plan
10. East Porterville Water Supply Project Hydraulic Analysis Report

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

City of Porterville

County of Tulare

Executive Department

State of California

EXECUTIVE ORDER B-40-17

WHEREAS California has endured a severe multi-year drought that has threatened the water supplies of communities and residents, devastated agricultural production in many areas, and harmed fish, animals and their environmental habitats; and

WHEREAS Californians responded to the drought by conserving water at unprecedented levels, reducing water use in communities by more than 22% between June 2015 and January 2017; and

WHEREAS the State Water Resources Control Board, the Department of Water Resources, the Department of Fish and Wildlife, the Office of Emergency Services, and many other state agencies worked cooperatively to manage and mitigate the effects of the drought on our communities, businesses, and the environment; and

WHEREAS the State provided 66,344,584 gallons of water to fill water tanks for communities suffering through drought-related water shortages, outages, or contamination, and provided emergency assistance to drill wells and connect communities to more robust water systems; and

WHEREAS the State took a number of important actions to preserve and protect fish and wildlife resources, including stream and species population monitoring, fish rescues and relocations, infrastructure improvements at trout and salmon hatcheries, and infrastructure to provide critical habitat for waterfowl and terrestrial animals; and

WHEREAS the State established a Statewide Water Efficiency and Enhancement Program for agricultural operations that provides financial assistance for the implementation of irrigation systems that save water; and

WHEREAS water content in California's mountain snowpack is 164 percent of the season average; and

WHEREAS Lake Oroville, the State Water Project's principal reservoir, is 101 percent of average, Lake Shasta, the federal Central Valley Project's largest reservoir, is at 110 percent of average, and the great majority of California's other major reservoirs are above normal storage levels; and

WHEREAS despite winter precipitation, the effects of the drought persist in areas of the Central Valley, including groundwater depletion and subsidence; and

WHEREAS our changing climate requires California to continue to adopt and adhere to permanent changes to use water more wisely and to prepare for more frequent and persistent periods of limited water supply; and

WHEREAS increasing long-term water conservation among Californians, improving water use efficiency within the State's communities and agricultural production, and strengthening local and regional drought planning are critical to California's resilience to drought and climate change.

NOW, THEREFORE, I, EDMUND G. BROWN JR., Governor of the State of California, in accordance with the authority vested in me by the Constitution and statutes of the State of California, do hereby **TERMINATE THE JANUARY 17, 2014 DROUGHT STATE OF EMERGENCY** for all counties in California except the Counties of Fresno, Kings, Tulare, and Tuolumne.

I FURTHER ORDER THAT:

1. The orders and provisions contained in my April 25, 2014 Emergency Proclamation, as well as Executive Orders B-26-14, B-28-14, B-29-15, and B-36-15 are rescinded.
2. The orders and provisions contained in Executive Order B-37-16, **Making Water Conservation a California Way of Life**, remain in full force and effect except as modified by this Executive Order.
3. As required by the State Emergency Plan and Government Code section 8607(f), the Office of Emergency Services, in coordination with other state agencies, shall produce an after-action report detailing the State's response to the drought and any lessons learned in carrying out that response.

MAINTAINING CONSERVATION AS A WAY OF LIFE

4. The State Water Resources Control Board (Water Board) shall continue development of permanent prohibitions on wasteful water use and requirements for reporting water use by urban water agencies, and to provide a bridge to those permanent requirements, shall maintain the existing emergency regulations until they expire as provided by the Water Code. Permanent restrictions shall prohibit wasteful practices such as:
 - Hosing off sidewalks, driveways and other hardscapes;
 - Washing automobiles with hoses not equipped with a shut-off nozzle;
 - Using non-recirculated water in a fountain or other decorative water feature;
 - Watering lawns in a manner that causes runoff, or within 48 hours after measurable precipitation; and
 - Irrigating ornamental turf on public street medians.
5. The Water Board shall rescind those portions of its existing emergency regulations that require a water supply stress test or mandatory conservation standard for urban water agencies.

6. The Department of Water Resources (Department) shall continue work with the Water Board to develop standards that urban water suppliers will use to set new urban water use efficiency targets as directed by Executive Order B-37-16. Upon enactment of legislation, the Water Board shall adopt urban water use efficiency standards that include indoor use, outdoor use, and leaks as well as performance measures for commercial, industrial, and institutional water use. The Department shall provide technical assistance and urban landscape area data to urban water suppliers for determining efficient outdoor use.
7. The Water Board and the Department shall continue to direct actions to minimize water system leaks that waste large amounts of water. The Water Board, after funding projects to address health and safety, shall use loans from the Drinking Water State Revolving Fund to prioritize local projects that reduce leaks and other water system losses.
8. The Water Board and the Department shall continue to take actions to direct urban and agricultural water suppliers to accelerate their data collection, improve water system management, and prioritize capital projects to reduce water waste. The California Public Utilities Commission is requested to work with investor-owned water utilities to accelerate work to minimize leaks.
9. The Water Board is further directed to work with state agencies and water suppliers to identify mechanisms that would encourage and facilitate the adoption of rate structures and other pricing mechanisms that promote water conservation.
10. All state agencies shall continue response activities that may be needed to manage the lingering drought impacts to people and wildlife. State agencies shall increase efforts at building drought resiliency for the future, including evaluating lessons learned from this current drought, completing efforts to modernize our infrastructure for drought and water supply reliability, and shall take actions to improve monitoring of native fish and wildlife populations using innovative science and technology.

CONTINUED DROUGHT RESPONSE IN FRESNO, KINGS, TULARE, AND TUOLUMNE COUNTIES

11. The Water Board will continue to prioritize new and amended safe drinking water permits that enhance water supply and reliability for community water systems facing water shortages or that expand service connections to include existing residences facing water shortages.
12. The Department and the Water Board will accelerate funding for local water supply enhancement projects and will continue to explore if any existing unspent funds can be repurposed to enable near-term water conservation projects.
13. The Water Board will continue to work with local agencies to identify communities that may run out of drinking water, and will provide technical and financial assistance to help these communities address drinking water

shortages. It will also identify emergency interconnections that exist among the State's public water systems that can help these threatened communities. The Department, the Water Board, the Office of Emergency Services, and the Office of Planning and Research will work with local agencies in implementing solutions to those water shortages.

14. For actions taken in the Counties of Fresno, Kings, Tulare, and Tuolumne pursuant to directives 11–13, the provisions of the Government Code and the Public Contract Code applicable to state contracts, including, but not limited to, advertising and competitive bidding requirements, as well as Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division, are hereby suspended. These suspensions apply to any actions taken by state agencies, and for actions taken by local agencies where the state agency with primary responsibility for implementing the directive concurs that local action is required, as well as for any necessary permits or approvals required to complete these actions.
15. California Disaster Assistance Act Funding is authorized until June 30, 2017 to provide emergency water to individuals and households who are currently enrolled in the emergency water tank program.
16. State departments shall commence all drought remediation projects in Fresno, Kings, Tulare, and Tuolumne Counties within one year of the date of this Executive Order.

This Executive Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 7th day of April 2017.


EDMUND G. BROWN JR.
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

